

Prince George's Community College/ University of Baltimore
– TRANSFER PLUS PROGRAM

**Agreement between the Prince George's Community College
and The University of Baltimore**

Preamble

This Agreement (Agreement) is made this 4th day of March, 2024 (Effective Date) by and between the Prince George's Community College, an educational institution established under the laws of the State of Maryland and The University of Baltimore (UBalt or University), an educational institution established under the laws of the State of Maryland, to create a partnership for the Transfer Plus Program (Transfer Plus or Program), allowing students to be dually-admitted to the receiving institution (The University of Baltimore) contingent upon the successful completion of the requirements stipulated herein, to increase collegiate engagement, academic progress and success, and degree completion.

This Agreement provides detail on the responsibilities of both parties, program administration, and other matters relevant to the Program. Additional information including details about the program, including benefits, application process, and eligibility, are available on the Prince George's Community College web site at:

I. Responsibilities of Both Parties

In support of this partnership of the program, PGCC will:

- Facilitate admissions to UBalt for jointly admitted students upon initial admission and throughout their Prince George's Community College student experience. Students will be dually admitted to Prince George's Community College and UBalt. Students enrolled at Prince George's Community College who intend to complete a bachelor's degree at The University of Baltimore, will complete the Transfer Plus Program intent form to enroll in Transfer Plus Program. Enrollment will take place when students enroll in Prince George's Community College classes and before they reach a credit total of 45.
- Facilitate the exchange of transcripts between PGCC and UBalt for purposes of advising, evaluation, and admission.
- Confirm enrollment of all Transfer Plus Program students on a semester basis.

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In support of this partnership and administration of the program, UBalt will:

- Establish a Transfer Plus Program web page for Program information.
- Provide a dedicated bridge advisor to work with Prince George's Community College students on a semester basis, to support progression and retention efforts, including to confirm enrollment in the Transfer Plus Program.
- Provide embedded student advising at PRINCE GEORGE'S COMMUNITY COLLEGE (in-person or virtually) to assist students in applying to the Program, meeting eligibility requirements, following curriculum maps, and utilizing resources available through the Transfer Plus Program.

In support of this partnership and acceptance of college credit in transfer, UBalt will:

- Require completion of the associate degree at PGCC for Transfer Plus Program students.
- Accept the integrity of PGCC general education coursework and require only additional general education courses as mandated by the Maryland Higher Education Commission for students attaining the Associate of Applied Science degree.
- PGCC students will have Junior Standing upon entry (60 transferrable credits) and will be eligible to register at the same time as UBalt rising juniors if PGCC has submitted the official transcript on the students behalf with in-progress courses, and UBalt residency form by September 15th for a spring start or February 1st for a fall start.

In support of this partnership, including financial and student support incentives, UBalt will:

- Provide access to institutional, academic, and student support services at UBalt consistent with other UBalt students, to include:
 - invitations to:
 - Financial literacy workshops
 - Events hosted by UBalt's Center for Student Engagement and Inclusion, Office of Admission, and more
 - and the use of:
 - The Bob Parsons Veteran Center
 - The Robert L. Bogomolny Library, including inter-institutional book loans and select online research databases (with UBalt's security protocols)
 - tutoring and writing help, as available
- Issue a UBalt student ID card from the point of admission to UBalt to acknowledge the student as an admitted UBalt student.
- Provide financial incentives for students through transfer grants and scholarships such as the Parson's scholarship that serve to reduce/discount the net tuition charges due from students who are enrolled in UBalt classes and who receive these financial awards.

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II. Term

The initial term of the Agreement shall be for a period of five (5) years, commencing on the Effective Date. At the end of which the Agreement shall automatically renew for successive one (1) year periods unless otherwise terminated by either party as set forth herein. It is understood and agreed that this Agreement will be reviewed every five (5) years, at least ninety (90) days prior to the auto renewal period to ensure terms and conditions are consistent with the program structure and operations. Any adjustments will require a written update, modification or addendum to the Agreement.

Either party may terminate this Agreement by providing ninety (90) days' written notice to the other party during the initial five (5) year period and subsequent years after renewal. During the notice period the parties may discuss continuation of a formal relationship. If the Agreement is terminated, UBalt will honor students who are in the Transfer Plus Program and have been admitted to the Program at UBalt at the time of termination. The parties shall meet, at least annually, to review changes in curriculum, programs and credential requirements for the purpose of determining whether or if the Agreement should be amended.

III. Program Administrators

The parties designate the following individuals to serve as administrators under this Agreement:

Prince George's Community College Program Administrator	UBALT Program Administrator
Dr. Kyle Turman Program Director- Transfer & Articulation Turmankx@pgcc.edu 301-546-7422	Artjona Adeoye Transfer Plus Program Coordinator aadeoye@ubalt.edu 410-837-6677

IV. FERPA

The parties will comply with all provisions of the federal Family Educational Rights and Privacy Act ("FERPA") in all disclosures of FERPA protected information between Prince George's Community College and The University of Baltimore. For example, the parties may be able to share personally identifiable information from a student record for purposes related to enrollment or transfer, per 34 C.F.R §§

99.31 (a)(2) and 99.34. Also consistent with FERPA, the parties shall use reasonable methods to ensure that only those education records necessary to the purpose for the disclosure are provided as permitted under FERPA. Nothing in this Agreement may be construed to allow the parties to maintain, use, disclose, or share student record information in a manner not allowed under applicable laws or regulations.

V. Publicity

Neither party shall use directly or by implication names, trademarks, logos, or trade dress of the other party, nor any of other party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without express prior written permission of an authorized official of other party.

VI. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from occurrences beyond the control of such party. Such occurrences shall include but not be limited to acts of God, strikes, lockouts, riots, epidemics, pandemics, governmental regulations imposed after date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters. In the event of any such occurrences, the time for performance of the party affected thereby will be extended by same number of days as time of delay resulting from such occurrences.

VII. Independent Contractors

Nothing contained in this Agreement shall be construed to imply a joint venture, legal partnership, or principal-agent relationship between the parties hereto, and neither party shall, by virtue of this Agreement, have any right or authority to act or create any obligation, expressed or implied, on behalf of other party. Neither shall this Agreement be construed to create rights or obligations on behalf of or for use of any parties other than PGCC and UBalt; and PGCC and UBalt shall not be obligated, separately or jointly, to any third parties by virtue of this Agreement.

VIII. Non-Discrimination

There shall be no discrimination on the basis of age, race, color, religion, sex, disability, gender identity, veteran status, sexual orientation, marital status, genetic information, national origin or any other legally protected status in either the selection of students for participation in the Transfer Plus or as to any actions taken pursuant to this Agreement.

IX. Amendments

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

X. Non-Waiver

The failure of either party to insist, in any one or more instances, on the performance of any terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

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XI. Severability

Each provision of this Agreement shall be deemed to be a separate, severable and independently enforceable provision. The invalidity of any provisions shall not cause the invalidity of the remaining provisions hereof.

XII. Enforcement

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any rights or remedies, shall not be construed as a waiver of its right to assert any of the same or to rely on any such terms or conditions at any time thereafter.

XIII. Counterparts

This Agreement may be executed in counterparts and each counterpart shall be deemed an original.

XIV. Assignment


Neither party shall assign or delegate this Agreement without the prior written consent of the other.

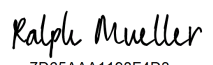
XV. Applicable Law

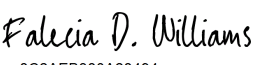
This Agreement, and all claims arising out of or relating to this Agreement, whether sounding in contract, tort, or otherwise, shall be governed in all respects by the laws of the State of Maryland, without reference to its conflicts of laws rules. Prince George's Community College and The University of Baltimore expressly consent and submit to the exclusive jurisdiction of any court of competent jurisdiction in the State of Maryland.


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IN WITNESS WHEREOF, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed and delivered on the day and year indicated above.

DocuSigned by:

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Dr. Clayton Railey
Executive Vice President & Provost
of Teaching, Learning, and Student Success
Prince George's Community College

DocuSigned by:

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Ralph O. Mueller
Senior Vice President
for Academic Affairs & Provost
The University of Baltimore

DocuSigned by:

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Dr. Falecia D. Williams
President
Prince George's Community College

DocuSigned by:

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Kurt L. Schmoke
President
The University of Baltimore