

Umbrella Program Transfer Agreement between Towson University and Cecil College

This **UMBRELLA PROGRAM TRANSFER AGREEMENT** (this "Agreement"), effective as of the date of last signature below (the "Effective Date"), is hereby entered into by and between **TOWSON UNIVERSITY** ("TU"), an educational institution of the University System of Maryland, itself an agency of the State of Maryland, located in Towson, Maryland, and **CECIL COLLEGE** ("Cecil"), a community college located in North East, Maryland.

I. Purpose

The Agreement affirms the commencement of an initiative between Cecil and TU (each, a "Party" and collectively hereinafter referred to as the "Parties") to provide articulated transfer pathways for Cecil students (each, a "Pathway") where, after successful completion of Cecil coursework, admissible Cecil students will be able to transfer seamlessly to TU and enroll in programs leading to the Bachelor of Science, Bachelor of Arts, Bachelor of Fine Arts, or Bachelor of Technical and Professional Studies degrees.

The purpose of this Agreement is to: (i) define the responsibilities of each Party and the opportunities for students who choose to follow a Pathway, and (ii) to enhance and facilitate degree completion at the respective institutions. In addition, this Agreement contributes to the Maryland Higher Education Commission's completion initiative by increasing associate degree attainment and providing momentum for baccalaureate completion.

II. Guaranteed Admission

Subject to the terms and conditions of this Agreement, TU shall provide students graduating from Cecil with associate degrees the opportunity to seamlessly transfer to TU into any of the bachelor's degree programs offered by TU that do not have special admissions requirements. TU's Office of Undergraduate Admission will retain the final authority in all admission decisions.

III. Pathways; Admission to Special Programs

Each Pathway connecting departments, majors, or tracks between Cecil or TU shall be established and memorialized pursuant to a separate Program Transfer Addendum ("PTA Addendum"), which shall be incorporated to this Agreement. A template for the PTA Addendum is attached hereto as Exhibit A.

The PTA Addendum shall specify the department, major, or track at Cecil sending students to TU, the department, major, or track at TU awarding transfer credit, and any other relevant information.

When applicable, the PTA Addendum will outline specific requirements for admission into TU's screened major. Students must follow the admission requirements and application processes for those screened majors as outlined in the TU Undergraduate Catalog.

IV. Acceptance of Transfer Credit

Subject to the terms and conditions of this Agreement, TU shall accept transfer of Cecil credits up to a maximum of sixty-four (64) applicable semester credit hours. PTA Addendums hereto include Pathways detailing the requirements for credit transfer for specific degree programs/curricula.

A completed General Education program taken as part of an associate's degree (e.g., AA, AS, ASE, AAT) at Cecil will transfer to TU's Core Curriculum without the need for a course-by-course match. Students who have completed an associate's degree will be required to take TU's Advanced Writing Seminar (Core 9) and additional units (which is the term TU uses when referencing credits/credit hours) necessary to complete the minimum number of Core Curriculum units. The Towson Seminar (Core 1) course will be waived for all students transferring under this Agreement. Official transcripts from all higher education institutions from which students have earned academic credit must be submitted to TU as part of the application process. Credits transferred into Cecil from other colleges/universities will be reviewed individually to determine transferability and applicability.

TU itself does not grant academic credit for occupational competency/life experience. However, such credits, including institutional examination credits, will be accepted if awarded by Cecil and documented on an official transcript. TU will also accept a maximum of 30 credits in any combination from one or more of the following sources: acceptable Advanced Placement (AP) examination scores, acceptable College Level Examination Program (CLEP) scores, Defense Activity for Non-Traditional Education Support (DANTES) exam credits, Cambridge Advanced International Certificate of Education Diploma, successful completion of International Baccalaureate (IB) examinations, or acceptable transfer credit for prior learning.

V. Academic Planning

To facilitate a seamless transition, Cecil students should work closely with their academic advisor at Cecil to develop a comprehensive academic plan as early in their academic career as possible and prior to transfer. Students and advisors are encouraged to utilize a variety of advising resources including the PTA Addendum (Exhibit A), Cecil Catalog, TU Undergraduate Catalog, respective departmental websites, and ARTSYS (the USM online articulation database), to ascertain the transferability of coursework.

Pre-transfer advising is also available at TU for students to discuss their progress in the Pathways before transferring to TU.

VI. Academic Advising

Before matriculation at TU, a student's official transfer credit evaluation will be available on the student portal's Academic Requirements Report. The Academic Requirements Report details prior coursework transferability and applicability to the university, Core Curriculum, and major requirements at TU.

All new TU students are required to attend the New Student Orientation. During this orientation, students will meet with their academic advisors to review prior coursework, discuss academic interests and goals, and register for the upcoming semester.

TU students are assigned advisors in their area of study and are encouraged to meet with them periodically to assess their academic progress. Students with forty-five (45) or more earned credits must meet with their academic advisors to complete individualized Degree Completion plans for completion of all Core Curriculum, graduation, and major requirements, as outlined in the TU Undergraduate Catalog. These requirements include successfully completing at least 120 credits/units to earn the baccalaureate degree, of which at least thirty (30) must be earned at TU.

VII. Financial Aid and Transfer Scholarships

The Free Application for Federal Student Aid (FAFSA) is required for need-based aid. Students transferring from Cecil to TU must indicate TU's school code of 002099 when submitting the FAFSA. All students are encouraged to submit the FAFSA beginning October 1 but no later than the priority application deadline of January 15.

Students transferring from Cecil to TU who meet the transfer admissions priority deadline will be considered for TU's merit-based scholarship, the Transfer Achievement Award, for outstanding academic achievement.

Cecil students who transfer to TU are encouraged to apply for other TU scholarship opportunities as they become available. Students should consult with the Scholarship Seeker on the financial aid site at TU. TU transfer scholarships shall be promoted on both the TU and Cecil websites.

Students transferring to from Cecil to TU who have completed an associate's degree are encouraged to apply for the Maryland Higher Education Commission (MHEC) 2+2 Transfer Scholarship.

VIII. Reverse Transfer

TU encourages students to complete their associate's degree at Cecil before transferring. Additionally, TU will support former Cecil students who have transferred to TU without completing their associate's degrees through the "Reverse Transfer" process. TU will facilitate reverse transfers each spring and fall semester, identifying students who meet the reverse transfer criteria and will notify Cecil of eligible students. Cecil will review to determine eligibility for awarding of the associate's degree at Cecil. Students must meet the following qualifying criteria to be considered for reverse transfer: (1) be a current student at TU; (2) have not received any degree from TU; and (3) have earned at least 15 credits at Cecil (based on what TU transferred in) and have at least 60 total earned credits. Eligible students must indicate their interest in participating in Reverse Transfer at the time of application to TU or sign a FERPA (defined below) waiver to allow TU and Cecil advisors to exchange student academic records. Reverse Transfer data will be shared yearly amongst administrators, as set forth below.

IX. Reports and Data Sharing

TU shall provide annual transfer reports to Cecil. Transfer reports will include data on Cecil transfer students who are currently enrolled at TU. Transfer reports should include: student demographics, number of credits transferred, program of study, scholarship awardees, number of conferred bachelor's degrees, number of Reverse Transfer students, and other pertinent information.

Cecil will provide student data and reports to TU annually, including student enrollment information, enrollment breakdown based on programs at Cecil, student demographic data, and other pertinent information.

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 Cecil and TU. For example, the Parties may share personally identifiable information from a student's record for purposes related to a student's enrollment or transfer, per 34 C.F.R. §§ 99.31 (a)(2) and 99.34. In addition, pursuant to 34 C.F.R. § 99.31 (a)(6)(i), the Parties may share with each other personally identifiable information from student's educational records without consent for the sole purpose of conducting studies to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. Also consistent with FERPA, the Parties shall use reasonable methods to assure that they provide only those education records necessary to this Agreement through secure delivery methods. Nothing in this Agreement shall be construed to allow the Parties to maintain, use, disclose, or share student record information in a manner prohibited under applicable laws or regulations.

X. Publicity, Promotion, and Intellectual Property

During the term of this Agreement, TU and Cecil shall develop and agree upon a mutually acceptable marketing and student recruitment plan to promote this Agreement and the Pathways to students. Any and all marketing, promotional, or publication materials developed pursuant to this Agreement that is prepared or developed by one Party must be reviewed and approved in writing by the other Party prior to the use of any such materials. Cecil agrees to promote Pathways to Cecil students by allowing TU to place marketing materials in student service-centered departments on campus and on the Cecil Transfer Agreements website.

Upon the request of TU, Cecil agrees to send outreach biannually (fall and spring) on behalf of TU to current Cecil students with 45 credits or more who are in articulated or parallel programs with TU.

Each Party reserves all rights to their respective trade names, trademarks, service marks, logos, or other commercial symbols (collectively, "Marks"), copyrights, patents, and other intellectual property rights and no rights to the Marks or copyrights, patent or other intellectual property rights are transferred or licensed pursuant to this Agreement. Each Party shall retain all intellectual property rights in their respective course materials offered to students while enrolled at their institution.

XI. Agreement Term and Review

The Agreement shall commence on the Effective Date and remain in force for an initial term of five (5) years unless sooner terminated by either Party as set forth below. The Agreement will automatically renew for an additional five (5) year term unless either Party gives ninety (90) days prior written notice to the other Party of its intent not to renew the Agreement.

Either Party may terminate this Agreement by providing ninety (90) days' written notice to the other Party. During the notice period, the Parties may discuss the continuation of a formal relationship. If the Agreement is terminated, TU will honor transfer students from Cecil under the expiring Agreement terms.

If there are changes in curriculum, programs, and credential requirements, the designated program administrators will meet on behalf of the Parties to determine if the Agreement should be amended. Any adjustments made during the Agreement's term will require a written amendment, modification, or addendum signed by authorized representatives of the Parties.

XII. Program Administrators

The individuals listed below have been designated to serve as program administrators of the Parties under this Agreement:

Cecil College Program Administrator	TU Program Administrator
Gladys Ramirez-Wrease, Ed.D. Associate Dean for Academic and Community Collaboration 443-674-1991 gramirezwrease@cecil.edu	Jennifer Mercer Associate Director University Admissions 410-704-6004 jmercer@towson.edu

If a Party replaces their respective program administrator for any reason, that Party shall promptly notify the other Party's program administrator in writing.

Any notice required to be given under this Agreement shall be given in writing and delivered: (1) in person with documentation of receipt; (2) by facsimile or via email of scanned document with documentation of delivery; or (3) by first class mail, postage prepaid and addressed to each Party's designated contact (program administrator), or such other person a Party may subsequently designate in writing as the program administrator. A notice shall be deemed effective when received.

XIII. Relationships of the Parties

Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer, or joint venture. Neither Party shall, by virtue of this Agreement, have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party, nor shall this Agreement be construed to create rights or obligations, express or implied, on behalf of or for the use of any parties other than the Parties hereto; and the Parties shall not be obligated, separately or jointly, to any third parties by virtue of this Agreement.

XIV. Waiver

Failure on the part of either Party, in any or more than one instance, to insist upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right or privilege contained within this Agreement, or the waiver by any Party of any breach of any of the terms, covenants, or conditions of this Agreement shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect, as if no such forbearance of waiver had occurred.

XV. Governing Law

The Parties agree to comply with all federal, state, and local laws and regulations, and all Cecil and TU policies or procedures applicable to the activities under this Agreement. 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.

XVI. Counterparts

This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Parties, including by facsimile or PDF delivery. The signatures of all Parties need not appear on the same counterpart.

XVII. Severability

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

XVIII. Assignments

Neither Party may assign this Agreement nor assign any of its rights under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights in violation of this provision shall be void.

XIX. Non-Discrimination

Each party agrees to subscribe to the principle of equal opportunity and shall not discriminate on the basis of race, color, religion, creed, age, sex, gender identity, sexual orientation, genetic information, marital status, national origin, ancestry, physical or mental handicap, or any other protected class in the selection of students and any other actions taken pursuant to this Agreement.

XX. Force Majeure

Neither Party will be responsible for or liable to the other party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the reasonable control of the nonperforming or delayed Party. Such causes include but are not limited to, acts of God, acts of government, pandemics, epidemics, embargoes, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, hurricanes, fires, and floods, or any

other circumstances of like character. The Party whose performance is delayed or prevented shall promptly provide to the other Party written notice of the existence of and the reason for such nonperformance or delay and shall endeavor to mitigate its effects and make best efforts to resume performance as soon as practicable.

XIX. Entire Agreement and Amendments

Any exhibits, attachments, and documents referenced herein, whether physically attached hereto, are incorporated into and made part of this Agreement, which constitutes the final Agreement between the two Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering this Agreement, neither Party has relied on any statement, representation, warranty, or agreement of the other Party except for those expressly contained in it. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement. No amendment, modification, or addition to this Agreement will be binding upon the Parties hereto unless reduced to writing and signed by the respective authorized representatives of each Party.

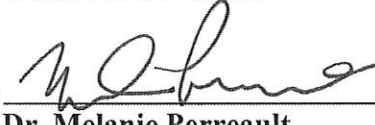
IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed by their duly authorized representatives.

CECIL COLLEGE

By: 
Dr. Christy Dryer
Vice President
Academic Programs

Date: 4/2/2024

TOWSON UNIVERSITY

By: 
Dr. Melanie Perreault
Provost and Executive Vice President
for Academic Affairs

Date: 3/20/24