

TRANSFER ARTICULATION AGREEMENT

This TRANSFER ARTICULATION AGREEMENT (“**Agreement**”) is made as of April 19, 2022 between University of Maryland Global Campus located at 3501 University Blvd. East, Adelphi, MD 20783 (“**Institution**”) and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education, for the use and benefit of the Colorado Community College System, a state system of thirteen (13) community colleges created under Colorado law with offices at 9101 E. Lowry Blvd. Denver, CO 80230 (“**CCCS**”). Institution and CCCS may each be referred to herein as “**Party**”, and collectively as “**Parties**”.

RECITALS

A. Institution is an accredited institution of higher education located in Adelphi, Maryland, and provides its academic courses and programs in Maryland and through distance delivery. UMGC offers undergraduate and graduate degree and certificate programs and is accredited by the Middle States Commission on Higher Education. Institution is a constituent institution of the University System of Maryland (“**USM**”), and an agency of the State of Maryland.

B. Each of the thirteen community colleges that constitute the CCCS (“**CCCS School**”) is a regionally-accredited post-secondary institution of higher learning that offers accredited programs that educate and qualify students to receive associate of arts (“**AA**”) and associate of science (“**AS**”) degrees, as well as other post-secondary degrees and certificates.

C. The Parties wish to collaborate on the terms set forth in this Agreement to promote and facilitate a program (“**Institution Transfer Program**”) for the transfer of any student from a CCCS School to Institution so that such student may be able to complete the courses needed to earn a bachelor’s degree from Institution. In furtherance of this purpose, this Agreement, among other things, identifies the courses a CCCS Student must complete and any other requirements that must be satisfied in earning a CCCS AA or AS degree in order to qualify for the Institution Transfer Program assurance specified in Section 1.1 below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

1. Elements of Institution Transfer Program.

1.1 Institution shall accept eligible students (“**eligible students**”) who have attended or graduated from CCCS Schools with an Associate Degree, if the students complete and submit Institution’s application for admission, have met Institution’s admission criteria, and are not otherwise disqualified by federal or state law, or any policy of Institution or the USM. To be an eligible student, the applicant must:

- 1.1.1 Certify on the admissions application that they have graduated from a state-approved or regionally accredited U.S. high school or achieved one of the required equivalencies under USM Policy III-4.00; have completed high school or 60 or more credit hours of an Associate's Degree; have satisfied Institution's English proficiency requirement; and have satisfied and all other admissions requirements under UMGC Policy 210.00 Undergraduate Admission Policy ("UMGC Admissions Policy") (available at:<https://www.umgc.edu/administration/policies-and-reporting/policies/academic-affairs/undergraduate-admissions.cfm>); and
- 1.1.2 Be in good standing at their CC, and not subject to disciplinary expulsions or suspensions in accordance with Section III.E. of the UMGC Undergraduate Admission Policy); and
- 1.1.3 Not require F1 visa or I20 applicants or other visas that requires sponsorship from Institution.
- 1.2 Institution will waive the Institution admission application fee for eligible students.
- 1.3 Both Parties shall post these requirements for eligible students on their respective websites. If the parties create a joint landing page, they may satisfy this provision by posting the requirements on their joint landing page.
- 1.4 Neither Party may advertise or market guaranteed admission without stating clearly it is for "eligible students only" and providing a link or cite to the requirements of each institution.
- 1.5 Subject to the terms and conditions of this Agreement, Institution shall provide students graduating from CCCS Schools with an Associate Degree with the opportunity to seamlessly transfer into Institutions Bachelor's programs as set forth in the Institution catalog that is applicable at the time the CCCS Student applies for admission to Institution.
- 1.6 Institution shall accept transfer of CCCS School credits up to a maximum of seventy (70) credit hours in accordance with Maryland law and regulations and applicable Institution policies and provided that the student does not take the equivalent course at Institution.
- 1.7 Institution shall accept credit for prior learning (including military, competency based, and credit by exam) in accordance with COMAR 13B.06.01.04 and 13B.02.02.16. When such credit is granted by a CCCS School, Institution will evaluate the credits on a course-by-course basis and will accept that credit in transfer provided that it satisfies the same standards as apply to Institution students, is identified on the student's CCCS School transcript, and does not exceed the maximum number of credit hours (70 credit hours) accepted in transfer. Credit granted for prior learning is subject to any expiration dates established by the learning provider.
- 1.8 To obtain an evaluation of transfer credits, the CCCS Students shall request that the CCCS Schools send official transcripts directly to Institution electronically through a secure delivery method to studentrecords@umgc.edu (preferred method) or by mail in a sealed

envelope to:

University of Maryland Global Campus
Attn: Transcripts
3501 University Boulevard East
Adelphi, MD 20783

1.9 While not a requirement for admission, both Institutions should advise CCCS Students to contact an Institution advisor at the time of entry to receive an evaluation of transfer credits and design a degree completion plan.

1.10 Any CCCS Student who is admitted to Institution through the Institution Transfer Program (“**CCCS Transfer Student**”) will be subject to all of the remaining graduation requirements at Institution.

2. Transfers Outside the Institution Transfer Program.

2.1 Any CCCS Student who does not qualify for transfer to Institution under the Institution Transfer Program set forth in this Agreement may nevertheless apply to transfer to Institution and request that courses completed at a CCCS School be approved for credit in satisfaction of the course requirements for the Institution bachelor’s degree program.

3. Rights and Obligations of Institution.

3.1 Institution will annually review and update each Transfer Guide and make them available to students upon request.

3.2 Institution shall have the sole right and authority to determine those CCCS courses that qualify for transfer under the Institution Transfer Program and whether a CCCS Student meets all of the requirements for admission to Institution.

3.3 Both Parties acknowledge that it is typically in the best interest of the student to complete their associate degree at his/her/their community college; both Parties will work together to support a student’s completion of the associate degree at a CCCS college. Should a CCCS student transfer to Institution prior to completing their associate degree, Institution will encourage students to send transcripts back to CCCS for consideration of awarding of the Associates degree through a reverse transfer.

3.4 Institution’s tuition for CCCS Students shall be equal to the current catalog published out-of-state tuition less twenty-five percent (25%) (the “Discounted Tuition”), except that:

3.4.1 The Discounted Rate shall not apply to Institution's specialty undergraduate and graduate courses or programs and doctoral courses or programs, which can be found at <https://www.umgc.edu/costs-and-financial-aid/tuition/index.cfm>, which may be amended from time to time;

3.4.2 If the Discounted Tuition rate is less than the in-state tuition rate, a CCCS Student will receive the in-state, or any other applicable, rate, as described in this Section; and

3.4.3 CCCS Students who qualify for the in-state tuition rate or special tuition rate offered to active-duty military servicemembers, spouses, and dependents shall be charged the applicable rate.

3.5 CCCS employees, spouses, and dependents who enroll in Institution's undergraduate or graduate programs under this Agreement are Community College Employee Program Participants ("Program Participants"). Institution agrees to provide all eligible Program Participants the Discounted Tuition as detailed in section 3.4.

4. Rights and Obligations of CCCS.

4.1 CCCS shall provide to Institution information regarding courses available through any CCCS School.

4.2 CCCS and the applicable CCCS School shall have the sole right and authority to determine whether a CCCS student meets all the requirements that must be satisfied in order to receive a CCCS AA or AS degree, as applicable.

5. Mutual Rights and Obligations of the Parties.

5.1 Each Party reserves the right and authority to amend the conditions or requirements for admission, acceptance, retention and eligibility to receive the academic degree in their respective programs that are the subject of this Agreement, at any time as may be necessary in the interests of the institution or the program, and in such event shall promptly give notice thereof to the other Party.

5.2 The Parties will collaborate with each other to promote the Institution Transfer Program by providing opportunities to communicate information about the Institution Transfer Program through the Parties' respective official websites. The Parties agree that any written materials, including online information, promoting the Institution Transfer Program shall not be published or otherwise used without the prior written approval of both Parties.

5.3 Each Party may specify and make available to the other Party its trade names, trademarks, service marks, logos or other commercial symbols (collectively, "Marks") in connection with this Agreement, and in so doing, each Party grants the other Party a nonexclusive, worldwide, royalty-free, non-transferable revocable license to use such Marks solely for the purposes of this Agreement.

5.3.1 Before using the other Party's name or Marks on any materials, including but not limited to emails, brochures, webpages, press releases or any other promotional or marketing materials, a Party must send such materials to the other Party for that Party's prior written approval.

5.3.2 When using any the other Party's Marks, the Party using the Marks must follow the any trademark usage or brand identity guidelines provided by the Party that owns the Marks. Institution's brand identity guidelines are located at: <https://www.umgc.edu/about/brand-guidelines.cfm>.

5.4 Each Party reserves all rights to their respective 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.

5.5 Neither Party shall use the name or likeness of any CCCS Student or employee or officer of the other Party in connection with any product, service, promotion, news release or other publicity without the prior written permission of the other Party and of the individual whose name or likeness may be utilized.

5.6 The Parties shall undertake an annual evaluation of the collaboration supported by this Agreement and use the findings to improve the process for CCCS Student participation in the Institution Transfer Program.

6. FERPA Compliance and Confidentiality of Student Education Records and Personally Identifiable Information ("PII").

6.1 The Parties shall comply with the Family Education Rights and Privacy Act (FERPA) with regard to collection and use of Student Education Records. Authorized employees of the Parties will have access to Student Education Records as defined under FERPA for eligible transfer students. . CCCS may provide PII for students who intend or seek to enroll at Institution per this Agreement as consistent with its internal policy on Student Educational Records and Directory Information.

6.2 The parties will disclose PII only for the purpose of fulfilling their duties under this Agreement, and not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by both parties.

6.3 Institution shall use reasonable efforts to implement appropriate reasonable physical, administrative, and technical safeguards to prevent unauthorized use or disclosure of Student Education Records. Such measures will be no less protective than those used to secure Institution's own data of a similar type and in no event less than reasonable in view of the type and nature of the data involved.

7.0 Gramm-Leach-Bliley Act Compliance.

7.1 The Parties shall comply with the Gramm-Leach-Bliley Act (GLBA) in its collection and use of student financial data. The Parties will use student financial data only for the purpose of fulfilling their respective duties under this Agreement for the student's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the student.

8.0 Data Sharing between the Parties.

8.1 Per paragraph 6.1, 6.2, 6.3, 7.1 and all applicable laws and regulations, CCCS will provide Institution with Student Educational Records necessary to a CCCS student's enrollment and participation in the Transfer Program and information will be shared between the Parties to track student interest, persistence, and success.

8.2. Institution agrees to provide CCCS with certain de-identified data related to students participating in the Institution Transfer Program as more specifically outlined in Exhibit A on an annual basis.

9. Legal Authority. Each Party warrants that it possesses the legal authority to enter into this Agreement, and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement.

10. Accreditation. Each Party warrants that as of the effective date of this Agreement, and during this Agreement's term, it is and will be fully accredited institutionally by a US Department of Education recognized regional accrediting agency, which in the case of CCCS is the Higher Learning Commission, and in the case of Institution is the Middle States Commission on Higher Education.

11. Independent Contractor Relationship. The Parties shall perform their duties hereunder as independent contractors and not as employees, agents, or servants of each other. No agent or employee of either Party shall be or shall be deemed to be an agent or employee of the other. The Parties shall pay when due all required employment taxes and income tax and local head tax on any of its employees. The Parties acknowledge that they and their employees are not entitled to unemployment insurance benefits unless they or a third party provides such coverage and that the other Party does not pay for or otherwise provide such coverage. Neither Party shall have authorization, express or implied, to bind the other Party to any additional agreements, liabilities, or understandings, except as expressly set forth in this Agreement. Each Party shall be solely responsible for the acts or omissions of its employees and agents. Furthermore, this Agreement shall not be construed to create any partnership or joint venture between the Parties.

12. Insurance.

12.1 Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as it now exists or is hereafter amended (“CGIA”). The Parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of CCCS, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of the CGIA, as it now exists or is hereafter amended, and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as they now exist or are hereafter amended.

12.2 CCCS, as an entity of the State of Colorado, is self-insured for \$387,000 per person and \$1,093,000 per occurrence or such higher amounts as may be provided by law as more fully set forth in the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq. and State of Colorado Risk Management laws, C.R.S. §§ 24-30-1501, et. seq.

12.3 The Institution’s liability shall be determined exclusively in accordance with Title 12 of the State Government Article, Annotated Code of Maryland, as amended from time to time. Institution’s obligations shall not be greater than the liability that might be determined under the Maryland Tort Claims Act, § 12-101 et seq. of the State Government Article, Annotated Code of Maryland (“MTCA”), if the claim had been asserted against Institution as provided by the MTCA. Nothing in this Agreement shall be deemed to be a waiver by the Institution or the State of Maryland of its sovereign status or its rights under the 11th Amendment of the U.S. Constitution.

12.4 The Institution is self-insured pursuant to Title 9 of the State Finance and Procurement Article, Annotated Code of Maryland, as amended from time to time, with respect to liability arising out of claims brought pursuant to the MTCA, as amended from time to time.

13. Licenses, Permits, and Responsibilities. Each Party attests that, at the time of entering into this Agreement, each Party has currently in effect all necessary licenses, certifications, approvals, insurance, permits, and other requirements necessary to properly perform its obligations under this Agreement. Each Party also agrees that it will maintain all necessary licenses, certifications, approvals, insurance, permits, and other requirements necessary to properly perform its obligations under this Agreement. Additionally, all employees of either Party performing services under this Agreement shall hold the required licenses or certifications, if any, to perform their respective duties and responsibilities. Any revocation, withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, and other requirements necessary to properly perform under this Agreement, shall be grounds for termination of this Agreement by any Party.

14. Compliance with Applicable Laws, Rules, and Regulations.

14.1 Each Party shall comply with any and all federal and state laws, rules and regulations, and county and municipal ordinances, rules and regulations applicable to each Party's performance of its obligations under this Agreement.

14.2 The Parties shall comply with all applicable federal and state anti-discrimination laws that prohibit discrimination on the basis of race, color, sex, age, religion, national origin, disability, or any other prohibited basis. In the event either Party, or any of its employees, agents or students is alleged to have violated any of such anti-discrimination laws while performing obligations under this Agreement, the Parties agree to cooperate in conducting a subsequent investigation, including sharing investigative reports.

15. Termination.

15.1 This Agreement shall continue until terminated by either Party (i) without cause by giving at least ninety (90) days prior written notice to the other Party; or (ii) with cause based upon a breach of this Agreement (other than a breach of Section 10 based upon the termination of a Party's accreditation) by giving written notice of termination to the breaching Party specifying the reason(s) therefor, and giving the breaching Party an opportunity to cure the breach within thirty (30) days of the date of such notice. Unless otherwise agreed to by the Parties in writing, this Agreement shall be deemed terminated at the expiration of such thirty (30)-day period if the breach is not cured within that time.

15.2 Upon any termination of this Agreement, Institution shall have no obligation to allow any additional CCCS Student to participate in

the Institution Transfer Program to receive the assurance provided in Section 1.1 of this Agreement.

15.3 In the event either Party's accreditation, as required by Section 10 hereof, is terminated, the Party whose accreditation is terminated shall promptly give notice thereof to the other Party, and this Agreement shall be deemed terminated as of the date such accreditation is terminated.

16. Representatives and Notices.

16.1 For the purpose of providing a contact person for the general administration of this Agreement, the individuals identified below are hereby designated representatives of the respective Parties. Either Party may from time to time designate by notice in writing a new or substitute representative:

For Institution: Vice President for Academic Outreach and Corporate Partnerships

For CCCS: Vice Chancellor for Academic and Student Affairs

16.2 All notices permitted or required to be given by the Parties hereunder shall be personally delivered, given by certified U.S. mail, postage prepaid, or delivered overnight by a nationally recognized courier service, delivery fee prepaid, to the individuals at the addresses set forth below. Either Party may from time to time designate by notice in writing substitute addresses or persons to whom such notices shall be sent.

For Institution:

Chris Motz

University of Maryland Global Campus

3501 University Blvd. East

Adelphi, MD 20783

with a copy to:

Office of Legal Affairs

University of Maryland Global Campus

3501 University Blvd. East
Adelphi, MD 20783
Attn: legal-affairs@umgc.edu

For CCCS:

Colorado Community College System
9101 E. Lowry Blvd.
Denver, CO 80230
Attn.: Landon Pirius, Vice Chancellor for Academic and Student Affairs

17. Assignment and Successors. The Parties agree not to assign rights or delegate duties under this Agreement or subcontract any part of the performance required under this Agreement without the express, written consent of the other, which shall not be unreasonably withheld. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns.

18. Entire Understanding. This Agreement is intended as the complete integration of all understandings between the Parties with respect to the subject matter hereof. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed by the Parties and approved in accordance with applicable law.

21. Modification and Amendment. No modification of this Agreement shall be effective unless agreed to in writing by both Parties in an amendment to this Agreement that is properly executed by the Parties and approved in accordance with applicable law.

22. No State Funds. This Agreement does not involve the expenditure of State funds by CCCS. Any obligation under this Agreement that would require the expenditure of State funds by CCCS requires the approval of the Colorado State Controller and an amendment to this Agreement.

23. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibit hereto which may require continued performance, compliance, or effect beyond the

termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of such failure to perform or comply by either Party.

24. Severability. If any of the provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

25. Waiver. Neither Party may waive or release any of its rights or interests in this Agreement except in writing. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition. No waiver by either Party of any condition or term in any one or more instances shall be construed as a continuing waiver of such condition or term or of another condition or term.

26. Applicable Law and Venue for Dispute Resolution. This Agreement shall be governed and construed exclusively in accordance with the laws of the State of Colorado, without reference to its conflicts of laws rules, and all claims relating to or arising out of this Agreement or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed exclusively by the laws of the State of Colorado, without reference to its conflicts of laws rules. Any controversy, claim, or dispute arising out of or related to this Agreement, or the breach thereof, shall be adjudicated in the courts of the State of Colorado, to which the parties consent to personal jurisdiction.

27. Consortium Agreement Disclosures. CCCS shall comply with the provisions of 34 C.F.R. § 668.5(e) and 34 C.F.R. § 668.43(a)(12) by providing each CCCS Transfer Student concurrently enrolled in a CCCS School and Institution under the Institution Transfer Program and each prospective student to the Institution Transfer Program a description of the written arrangements related to the Institution Transfer Program, including, but not limited to, the following information: (i) the portion of the educational program that the institution that grants the degree is not providing; (ii) the name and location of the institutions or organizations that are providing the portion of the educational program that the institution that grants the degree is not providing; (iii) the method of delivery of the portion of the educational program that the institution that grants the degree is not providing; and (iv) estimated additional costs CCCS Transfer Students may incur as the result of enrolling in an educational program that is provided, in part, under this Agreement.

28. Force Majeure. Neither Party shall be liable for failure to perform as required by this Agreement to the extent such failure to perform is due to circumstances reasonably beyond such Party's control, including, without limitation, failure of any legal, governmental, or

accrediting agency approval required for full performance, any order, rule or regulation of any court or government agency, labor disturbances or labor disputes, wars, insurrections, terrorism or civil disorders, acts of God, or any other cause beyond the reasonable control of the Party whose performance is affected; provided, however, that the Party affected by such a condition shall promptly give notice to the other Party stating the nature of the condition, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required, and the nonperforming Party shall use its commercially reasonable efforts to remedy its inability to perform; provided further, however, that in the event the suspension of performance continues for more than thirty (30) days after the date of the occurrence, and such failure to perform would constitute a material breach of this Agreement in the absence of such force majeure event, the non-affected Party may terminate this Agreement immediately by written notice to the affected Party.

29. Non-Exclusive Agreement. This Agreement is non-exclusive, and either Party may contract with third parties to provide other similar programs.

30. Headings. The underlined section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

State of Colorado, Department of Higher Education,
State Board for Community Colleges
and Occupational Education,
for the use and benefit of the
Colorado Community College System

INSTITUTION
UNIVERSITY OF MARYLAND GLOBAL CAMPUS

By:



Landon Pirius
Vice Chancellor for Academic and Student Affairs
Colorado Community College System

By:

DocuSigned by:
Gregory Fowler 4/20/2022 | 6:59 AM EDT
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Gregory W. Fowler, PhD
President

EXHIBIT A

The following is a list of de-identified data to be produced by Institution to CCCS on an annual basis for purposes of tracking student success in the Institution Transfer Program based on demographics:

- Continued enrollment vs. no longer actively enrolled
- Cumulative GPA
- Attempted credits
- Cumulative credits
- Earned credential
- Disaggregated by race/ethnicity and gender
- Disaggregated by program
- Comparison success data for non-transfer students