

ARTICULATION AGREEMENT

between

EXCELSIOR COLLEGE

and

COLLEGE OF SOUTHERN MARYLAND

THIS AGREEMENT is made as of the 15th day of December, 2014, by and between Excelsior College, a not-for-profit education corporation organized and operating under the laws of the State of New York, having its principal office located at 7 Columbia Circle, Albany, New York 12203 (hereafter Excelsior); and College of Southern Maryland, an education corporation formed under the laws of the State of Maryland, having its principal office located at 8730 Mitchell Road, P.O. Box 910, La Plata, MD 20646-0910, (hereafter referred to as "CSM").

RECITALS

WHEREAS, Excelsior is a not-for-profit institution of higher education chartered by the New York State Board of Regents and accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools; and

WHEREAS, Excelsior is authorized to offer a series of academic programs, which are registered with the New York State Education Department, leading to various associate, baccalaureate and master's degrees, as well as undergraduate and graduate certificates and to confer such degrees; and

WHEREAS, Excelsior offers educational opportunities to adult learners with an emphasis on those historically underrepresented in higher education and Excelsior meets students where they are – academically and geographically, offering quality instruction and the assessment of learning.

WHEREAS, Excelsior will offer students the opportunity to transfer credits allowing them to utilize courses at your institution or other local institutions and then supplement these with Excelsior's online courses and credit-by-exam.

WHEREAS, CSM is an institution of higher education authorized to offer programs leading to an associate degree, and to confer the appropriate associate degree on students successfully completing such programs; and

WHEREAS, CSM is Accredited by the Middle States Commission on Higher Education; and

WHEREAS, Excelsior is willing to accept such credits toward an appropriate Excelsior baccalaureate degree, the conditions set forth below are met; and

WHEREAS, CSM wants to expand, enhance and improve the educational opportunities for its graduates. Consistent with that goal, the parties have agreed to partner for this purpose.

WHEREAS, Excelsior recognizes the importance of providing seamless coordination between the associate and baccalaureate degree enrollment. CSM graduates have the choice to continue taking courses at CSM beyond the associate degree to fulfill coursework towards a baccalaureate degree at Excelsior.

WHEREAS, Excelsior is prepared to work with CSM to assist its graduates in pursuing their educational objectives, through the terms of this Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS

1. Excelsior will recognize toward an appropriate Excelsior baccalaureate degree, all lower level course work to the maximum allowed (approximately 105 credits) including work completed toward a CSM associate degree and/or recognized by CSM for work completed by its graduates at other institutions and accepted by CSM provided that:
 - (a) Each student seeking recognition by Excelsior of CSM credits and/or degrees shall have enrolled in Excelsior, and shall have paid all required Excelsior fees
 - (b) Such CSM credits are reflected in an official CSM transcript and submitted in a sealed CSM envelope
 - (c) Coursework being transferred meets degree requirements
 - (d) A grade C or better has been attained in all transferred coursework
 - (e) Coursework is not classified, as determined by Excelsior, as orientation, remedial/developmental, or non-degree level. All of which are not applicable towards an Excelsior degree. No more than two credits of physical education activity coursework will be accepted toward an Excelsior degree.
2. Each student will meet the academic requirements of his or her chosen degree by:
 - (a) completing a CSM associate's degree and/or transferring all completed coursework from CSM; and/or
 - (b) completing coursework not transferable from CSM with Excelsior or through transfer from an Excelsior recognized source of credit. Excelsior puts no limit on the number of credits a student can transfer as long as that credit meets degree requirements and comes from an approved source
www.excelsior.edu/waystoearncredit

- (c) Credits earned from Excelsior College and other accredited colleges and universities as well as training, certifications and examination programs evaluated and recommended for college credit by Excelsior College, The American Council on Education College Credit Recommendation Service (ACE CREDIT), or National College Credit Recommendation Service (National CCRS), formerly known as National PONSI. Some credit transfer time limitations apply.
3. The standards of admission to Excelsior and policies governing the recognition of transfer credits most recently published at the time a given student seeks enrollment will apply.
 4. Enrolled and matriculated Excelsior students are eligible to apply for Title IV federal financial aid and appropriate Excelsior scholarships programs and payment plans.
 5. CSM will promote Excelsior's programs to its graduates through the following communication venues:
 - (a) Provide a link on the CSM web site to an articulation agreement page on Excelsior's web site created specifically for CSM. (collegepartnerships.excelsior.edu)
 - (b) Send out a press release describing the partnership to CSM's list of media contacts and post such information on CSM's web site. Excelsior will provide and approve the final press release
 - (c) Publicize partnership through other appropriate venues
 - (d) Place Excelsior brochure/poster in advising offices or other areas deemed appropriate and distribute at events
 - (e) Collaborate with and send out on behalf of Excelsior, joint promotions, which may include information sessions, and emails/direct mails to students, alumni, and CSM faculty
 6. Excelsior will promote this Agreement through the following communication venues:
 - (a) Provide a press release describing the partnership to CSM to send to CSM's list of media contacts and post such information on CSM's web site
 - (b) Provide a link back to CSM on Excelsior's web site
 - (c) List CSM on the Articulation Agreement page of Excelsior's web site
 - (d) Add information regarding the partnership to appropriate marketing material
 - (e) Produce brochure/poster describing the program for distribution by CSM and Excelsior

- (f) Produce advertisements for college newspaper/community paper if Excelsior deems appropriate
- (g) Promote the partnership at events/conferences attended by Excelsior if deemed appropriate by Excelsior College

7. Excelsior will support this partnership through the following activities:

- (a) Develop transfer guides indicating how particular CSM degrees fit into one of Excelsior's bachelor degrees and /or general transfer guides based on CSM's general education curriculum. Guides developed under this agreement are listed in Appendix A but additions, deletions and corrections, may be made at any time, and will become effective when agreed upon by both parties.
- (b) Post all guides developed under this agreement on Excelsior web site.
- (c) Provide preferential pricing, consistent with the pricing schedules in Appendices B, B1, and B2. Tuition and fees listed are subject to change at the sole discretion of Excelsior.
- (d) Provide CSM staff primary contacts from each of Excelsior schools.
- (e) Excelsior will provide CSM with a report annually on the CSM graduates taking coursework at Excelsior pursuant to this Agreement. This annual report will contain aggregate student data and/or directory information as defined in the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

8. The academic affairs staff of both institutions will review this Agreement on an as needed basis to ensure that it is up-to-date.

9. Neither party shall use or display any trademark or service mark of the other party without the prior written approval of the other party. The text of all references by either party to the other party in any medium, whether print, electronic or otherwise, will require the prior written approval of the other party.

10. The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the parties may exchange or otherwise access or come into possession of the other party's confidential business and student information. The parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each party hereto further agrees to make no other use of the other party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such

employee or agent to agree to retain such confidential information in confidence. Both parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

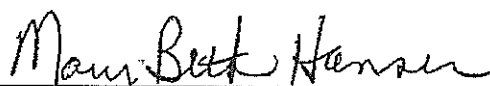
11. The term of this Agreement is three (3) year(s) from the date first written above unless terminated early by either party upon not less than ninety (90) days written notice to the other party. Upon termination, students from CSM will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account.
12. Each party hereto agrees to indemnify the other, and its trustees, officers, employees and agents and shall defend and hold each other harmless from and against any and all actions, claims, lawsuits, proceedings, demands, damages, judgments, liabilities, losses, penalties, fines, costs, settlements or expenses, including reasonable attorneys fees and other litigation expenses incurred by any indemnitee, arising from or occurring as a result of a claim brought by a third party arising through the fault, negligence, willful misconduct or other wrongdoing of the indemnitor.
13. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of New York without regard to any conflicts of law principles.
14. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
15. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
16. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Excelsior, and Excelsior shall be free to reinstate such term and condition without notice.
17. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

EXCELSIOR COLLEGE

**COLLEGE OF SOUTHERN
MARYLAND**



Mary Beth Hanner, Ph.D., RN, ANEF, FAAN
Provost and Chief Academic Officer




Dr. Bradley Gottfried
President

12/19/14
Date

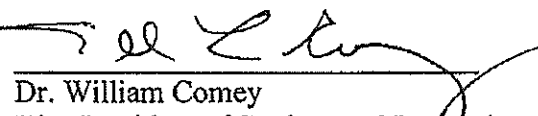
12-4-14
Date

OC 03/2012



Robert Farinelli
Interim Vice President of Academic Affairs

12-1-14
Date



Dr. William Comey
Vice President of Student and Instructional
Support Services

12-1-14
Date

APPENDIX A

The following transfer guides were created as requested by CSM based upon the program to program fit with Excelsior College degree programs.

- AAS Emergency Medical Services to BS Health Sciences
- AAS Engineering Technology to BS Technology (Electronics/Instrumentation Technologies)
- AAS Engineering Technology: Electronics to BS Electrical Engineering Technology (Nanotechnology)
- AAS Engineering Technology: Electronics to BS Electrical Engineering Technology (Electronics)
- AAS Health Information Management to BS Health Science
- AAS Nuclear Engineering Technology: Instrumentation and Control to BS Technology (Nuclear Technology)
- AS Business Administration to BS Business
- AS Computer Science to BS Information Technology
- AS Nursing to BS nursing

These transfer guides will provide graduates with a guide to how coursework and degree requirements at CSM will transfer into a bachelor's degree at Excelsior College. It is understood through this agreement that Excelsior College will review students individually and these guides are just a sample scenario. Actual requirements will be dependent on the courses a student transfers to Excelsior.

While not all degree programs are listed above, this articulation agreement is an "umbrella" agreement and will be available to any graduate regardless of the degree received from CSM.

APPENDIX B

**PREFERENTIAL PRICING FOR ARTICULATION PARTNERS
Tuition and Fee Schedule effective June 30, 2014 To June 1, 2015**

Excelsior College – Undergraduate Programs			
Service	Partnership Rate	Non-Partner Rate	Purpose
Application (one time)	\$100	\$100	Processing of application and establishment of student record. Transcript request service: The College will request transcripts on your behalf from accredited colleges and universities.
Enrollment Fee (online course option)	\$0*	\$0*	Official evaluation of transferred credits, academic advisement and academic program planning for first year. *Students who do not complete the required number of Excelsior course credits before graduation will be switched to the Multi-Source option and charged the Multi-Source enrollment fee of \$1065.
Tuition (per credit)	\$360	\$465	Participation in Academic Coursework.
Student Services Annual Fee (annual)	\$0*	\$0**	Annual fee for ongoing academic advising and program planning, library, and student support services. This is paid on an annual basis with the first annual fee charged one year after enrollment. *Partnership students who do not complete at least six (6) Excelsior College online course credits in one year will be charged a \$70 annual fee. **Non-Partner students who do not complete at least twelve (12) Excelsior College online course credits in one year will be charged \$495.
Graduation Fee (one time)	\$130*	\$495	Final review and processing of student files for conferring of degree and issuance of diploma. *The Enrollment and Graduation Fee reverts to the Non-Partner Rate if the student does not complete a minimum of twelve (12) Excelsior College online courses credits prior to completion of a bachelor's degree program. *In the event the Graduation Fee reverts to the Non-Partner Rate, this fee will be reduced by \$15 per academic credit for each undergraduate Excelsior College course successfully completed.

* Partnership pricing is currently not available on Excelsior's associate degree programs*

APPENDIX B1

PREFERENTIAL PRICING FOR ARTICULATION PARTNERS
Tuition and Fee Schedule effective June 30, 2014 To June 1, 2015

Excelsior College – Graduate Programs			
Service	Partnership Rate	Non-Partner Rate	Purpose
Application (one time)	\$110	\$110	Processing of application and establishment of student record. Transcript request service: The College will request transcripts on your behalf from accredited colleges and universities. The fee is waived for Excelsior alumni.
Graduate Student Services Annual Fee	\$265	\$265	Library services, academic advising and academic program planning. This is paid on an annual basis with the first annual fee charged at the time of enrollment.
Tuition (per credit)	\$505	\$595	Participation in academic coursework.
Graduation Fee (one time)	\$130	\$130	Final review and processing of student files for conferring of degree and issuance of diploma.

APPENDIX B2

PREFERENTIAL PRICING FOR ARTICULATION PARTNERS
Tuition and Fee Schedule effective June 30, 2014 To June 1, 2015

UNDERGRADUATE AND GRADUATE CERTIFICATE PROGRAMS

Excelsior College – Undergraduate Certificate Programs			
Effective June 30, 2014 – June 1, 2015			
Service	Partnership Rate	Non-Partner Rate	Purpose
Application (one time)	\$50	\$50	Processing of application and establishment of student record.
Tuition (per credit)	\$360	\$465	Tuition per credit reverts to the non-partner rate if the student does not complete a minimum of twelve (12) Excelsior College course credits for a certificate program.

Excelsior College – Graduate Certificate Programs			
Effective June 30, 2014 – June 1, 2015			
Service	Partnership Rate	Non-Partner Rate	Purpose
Application (one time)	\$50	\$50	Processing of application and establishment of student record
Tuition (per credit)	\$505	\$595	Participation in academic coursework.
Annual Fee	\$95	\$95	This is an annual fee for technology support.

**ADDENDUM TO
ARTICULATION AGREEMENT**

THIS ADDENDUM is appended and incorporated into the Articulation Agreement dated December 15, 2014 by and between Excelsior College, a not-for-profit education corporation organized and operating under the laws of the State of New York having its principal office at 7 Columbia Circle, Albany, New York 12203 (hereafter referred to as "Excelsior") and College of Southern Maryland, having its principal office located at 8730 Mitchell Road, PO Box 910, La Plata, MD 20646-0910 (hereafter referred to as "CSM").

This Addendum shall amend the above referenced Agreement as follows:

Excelsior will guarantee admission to CSM graduates according to the terms in this agreement.

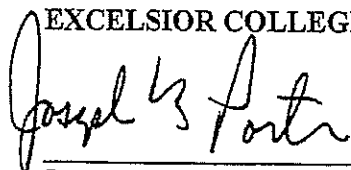
To be guaranteed admission under this Articulation Agreement, students must:

- transfer from CSM with an associate's degree with a minimum GPA of 2.0.
- apply and enroll in an Excelsior bachelor program and shall have paid all required Excelsior fees.
- submit an official CSM transcript which reflects all academic work completed and degree awarded.
- attain a grade of C or better in all transferred coursework upon application to Excelsior.
- hold an active RN license, if applying into the Bachelor of Science in nursing program.

All of the other provisions of the Agreement remain in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto executed this Addendum effective on the date indicated below.

EXCELSIOR COLLEGE



Joseph B. Porter
Vice President for Legal Affairs

Date

1/26/15

OC 6/14

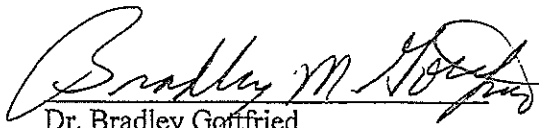
COLLEGE OF SOUTHERN MARYLAND



Robert Farinelli
Interim Vice President, Academic Affairs

Date

2-5-15



Dr. Bradley Gottfried
President

Date

2-9-15