

Agreement between the College of Southern Maryland and the University of Maryland Global Campus

Preamble

This Agreement (Agreement) is made this 9th day of May , 2023 (Effective Date) by and between College of Southern Maryland (“CSM”), an educational institution established under the laws of the State of Maryland and the University of Maryland Global Campus (UMGC or University), an educational institution established under the laws of the State of Maryland to create a transfer alliance and Dual Admission Program (“Dual Admission Program” or “Program”), allowing students to be dually-admitted to the receiving institution (UMGC) contingent upon the successful completion of the requirements stipulated herein to increase collegiate engagement, academic progress and success, and degree completion. The Dual Admission Program aligns with COMAR 13B.06.01.05, which states that community college students are encouraged to choose as early as possible the institution and program into which they expect to transfer.

This Agreement provides detail on the responsibilities of both parties, program administration, and other matters relevant to the Program.

I. Responsibilities of Both Parties

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

- Promote the Dual Admission Program through the web, print, electronic, or social media to general audiences to be acquainted with the program and to prospective students at the time of admission who will be jointly admitted.
- Facilitate admissions to UMGC for jointly admitted students upon initial admission and throughout their CSM student experience. Students will be dually admitted to CSM and UMGC. Students enrolled at CSM who intend to complete a Bachelor’s degree at UMGC will complete the UMGC dual admissions application form before completion of 45 credits.
- Coordinate, with UMGC, trainings to educate faculty and staff about UMGC and the Dual Admission Program.
- Facilitate classroom presentations/visits by UMGC representatives for the purpose of presenting the program and UMGC academic opportunities at the approval of faculty.
- Provide space for UMGC staff and faculty to meet with prospective students, conduct pre- transfer advising, and host information sessions.
- Confirm enrollment of all Dual Admission Program students on a semester basis.

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

- Establish a Dual Admission Program web page for program information.
- Provide information about the Dual Admission Program at all transfer events and online

- Provide a dedicated bridge advisor to work with CSM students on a semester basis, to support progression and retention efforts, including to confirm enrollment in the Dual Admission program.
- Provide embedded student advising at CSM (in-person or virtually) to assist students in applying to the Program, meeting eligibility requirements, following curriculum maps, and utilizing resources available through the Dual Admission Program.
- Share information with CSM on student enrollment patterns, retention, and degree attainment.
- Invite CSM partners to UMGC Commencement to honor Dual Admission Program students.

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

- Accept eligible students from CSM if the students complete and submit UMGC's application for admission, have met UMGC's admission criteria, and are not otherwise disqualified by federal or state law, or any policy of UMGC or the University System of Maryland ("USM"). To be an eligible student, the applicant must
 - 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 of an Associate's Degree; have satisfied UMGC's English proficiency requirement; and have satisfied 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
 - Be in good standing at CSM, and not subject to disciplinary expulsions or suspensions at USM or other institutions in accordance with Section III.E. of the UMGC Admissions Policy and USM Policy V-8.0–Board of Regents Policy on Event-Related Student Misconduct (available at:<https://www.usmd.edu/regents/bylaws/SectionV/V800.html>); and
 - Not require F1 visa or I20 applicants or other visas that requires sponsorship from UMGC.
- Require completion of the Associates degree at CSM for Dual Admission Program students.
- Accept all of the general education coursework from CSM and apply those credits toward the requirements of the Bachelor's degree at UMGC.
- If a CSM student is working toward an Associate's degree, UMGC will accept for transfer a minimum of 60 credits that the student earned at CSM.
- Provide Dual Admission Program graduates junior class status (60-70 credits) with respect to registration.
- Accept up to forty-five (45) credits in transfer through CSM's documented prior learning and high school articulation agreements, as applied to the Associate degree.
- Provide full-time students admitted to UMGC with third year (junior) status the opportunity to complete a bachelor's degree at UMGC within two academic years provided the student completes the appropriate associate degree at CSM and completes and appropriately sequences his/her remaining course work at UMGC.

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

- Provide access to UMGC student experiences (on-campus or virtually) from the point of admission.

- Provide financial incentives for students through transfer scholarships and discounted tuition and fees.
- Provide full access to all institutional, academic, and student support services at the receiving institution to which all other UMGC students have access.

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 no less than 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 notice period the parties may discuss continuation of a formal relationship. If the Agreement is terminated, UMGC will honor students who are in the Dual Admission Program and have been admitted to UMGC 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:

CSM Program Administrator	UMGC Program Administrator
Jacqui Rogers-Frere Interim Assistant Registrar jgrogers@csmd.edu	Emily Ferguson Assistant Vice President, Academic & Corporate Partnerships emily.ferguson@umgc.edu

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 CSM and UMGC. 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 the names, trademarks, logos, or trade dress of the other party, nor any of the other party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the express prior written permission of an authorized official of the 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, acts of war, epidemics, pandemics, governmental regulations imposed after the 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 the same number of days as the time of delay resulting from such occurrences.

VII. Independent Contractors

Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties hereto, and neither party shall, by virtue of this Agreement, have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party. Neither shall this Agreement be construed to create rights or obligations, expressed or implied, on behalf of or for the use of any parties other than CSM and UMGC; and CSM and UMGC 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 Dual Admission Program 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 of the 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.

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

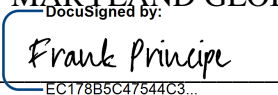
Neither party shall assign or delegate this Agreement without the prior written consent of the other.

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. CSM and UMGC expressly consent and submit to the exclusive jurisdiction of any court of competent jurisdiction in the State of Maryland.

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.

UNIVERSITY OF MARYLAND GLOBAL CAMPUS

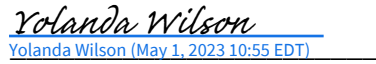
By:  Frank Principe
DocuSigned by: EC178B5C47544C3...

Name: Frank Principe

Title: SVP of Government Affairs and Strategic Partnerships

Date: 5/9/2023 | 3:22 PM EDT

COLLEGE OF SOUTHERN MARYLAND

By:  Yolanda Wilson
Yolanda Wilson (May 1, 2023 10:55 EDT)

Name: Yolanda Wilson

Title: President

Date: May 1, 2023