

Agreement Between Montgomery College and the University of Maryland Global Campus

Preamble

This Agreement Between Montgomery College and the University of Maryland Global Campus (“Agreement”) is made this 13th day of February, 2024, effective March, 2024, by and between Montgomery College (“CC”), 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 CC and UMGC contingent upon the successful completion of the requirements stipulated herein and any applicable admissions or other requirements of UMGC. The purpose of this Agreement is 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.

I. Student Eligibility Requirements

In order to participate in the Dual Admission Program, a student must:

- Be admitted and enrolled at CC.
- Complete the UMGC dual admission application and meet any additional UMGC requirements related to admission.
- Plan to pursue both an Associate’s degree and a Bachelor’s degree.

II. Responsibilities of Both Parties

In support of this partnership and administration of the program, CC 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 participating students throughout their CC student experience. Participating students will be dually *admitted* to CC and UMGC. Participating students enrolled at CC who intend to complete a Bachelor’s degree at UMGC will complete the UMGC dual admissions application form before completion of 45 credits at CC.
- Coordinate with UMGC to train and educate CC faculty and staff about UMGC and the Dual Admission Program.
- Facilitate presentations/visits by UMGC representatives for the purpose of promoting the Dual Admission Program and UMGC academic opportunities.
- Provide opportunities for UMGC staff and faculty to meet with prospective students, conduct pre-transfer advising, and host information sessions, e.g., transfer fairs and table visits.
- Facilitate the exchange of transcripts between CC and UMGC for purposes of advising, evaluation, and admission.
- 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 transfer events and online
- Provide a dedicated bridge advisor to work with CC 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 CC (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 CC on student enrollment patterns, retention, and degree attainment.
- Invite CC partners to UMGC Commencement to honor Dual Admission Program students.

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

- Require students to complete an Associate's degree at CC for participation in the Dual Admission Program.
- Accept the integrity of CC general education coursework and require no further general education courses for students attaining the Associate of Arts or Associate of Science degrees.
- Accept the sixty (60) semester hours that comprise an Associate of Arts or Associate of Science degree to transfer to any UMGC Bachelor's degree program with Junior standing (60-70 credits). UMGC will accept all credits earned from the transfer associate degree program not to exceed 70 credits. Transfer of other degree types will be determined through seamless articulation agreements.
- Accept up to forty-five (45) credits in transfer through CC'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 CC 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 to UMGC.
- Provide financial incentives for admitted 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.

III. 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.

IV. Program Administrators

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

Montgomery College Program Administrator	UMGC Program Administrator
Angela Rhoe Director of Strategic Alliances Montgomery College 9221 Corporate Boulevard Rockville, MD 20850 240-567-3217 Angela.Rhoe@montgomerycollege.edu	Chris Motz Vice President, Academic and Corporate Partnerships University of Maryland Global Campus 3501 University Boulevard East Adelphi, Maryland 20783 (301) 985-7118 (Phone) (301) 639-8670 (Mobile) chris.motz@umgc.edu

V. 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 CC 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.

VI. 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.

VII. 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.

VIII. 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 CC and UMGC; and CC and UMGC shall not be obligated, separately or jointly, to any third parties by virtue of this Agreement.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. Counterparts

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

XV. Assignment

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

XVI. 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. CC 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

DocuSigned by:
By: Chuck Trierweiler
2BFC71C919D246C...

Name: Chuck Trierweiler

Title: CMO and SVP of Admissions

Date: 3/21/2024 | 9:24 AM EDT

MONTGOMERY COLLEGE

By: Jermaine F. Williams

Name: Jermaine F. Williams

Title: President

Date: 03.12.24