

TRANSFER AGREEMENT
Between
HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY
And
CENTRAL MAINE COMMUNITY COLLEGE

Harrisburg University of Science and Technology (HU) and Central Maine Community College (CMCC) agree to coordinate their respective programs for the associate and baccalaureate degrees. The principal beneficiaries of this effort are the CMCC students, who are served by current information about programs and protected by firm arrangements between the Parties.

This Agreement provides CMCC students the opportunity of planning a total baccalaureate degree program with HU at the outset of their college education as defined by this Agreement.

I. PRINCIPLES OF AGREEMENT

HU and CMCC confirm the following points of agreement, to assure equal treatment of university/college and transfer students.

1. This Agreement applies to CMCC students who are scheduled to and/or have completed an Associate degree in the transfer and/or select, career preparation curriculum at CMCC.
2. Program requirements for a baccalaureate degree shall be the sole responsibility of HU.
3. HU exclusively controls its respective academic programs. Nothing contained in this Agreement or any subsequent formal agreement is, or intended to be, delegation of that control.

HU has sole authority over all final decisions regarding its program structure, delivery method, and course content; selection, retention, supervision, credentialing, evaluation, and termination of faculty; its admission, registration, discipline, termination, and assessment of students; its calculation and award of prior learning credit; evaluation of student progress; and the awarding and recording of credit independently including the issuance of any HU degree.

CMCC has exclusive control over its respective educational and training programs. Nothing contained in this Agreement or any subsequent formal agreement is, or intended to be, a delegation of that control.

CMCC has sole authority over all final decisions regarding its program structure, delivery method, and course content; selection, retention, supervision, evaluation, and termination of faculty; its admission, registration, discipline, termination, and assessment of students; evaluation of student progress; and the awarding and recording of credit independently, including the issuance of any CMCC certificates of completion for advanced studies.

4. CMCC students who follow the prescribed HU baccalaureate degree requirements at CMCC and are scheduled to and/or have earned an Associate degree in the transfer program

at CMCC may be admitted to HU with a junior level standing. However, some majors will require more than four semesters for completion.

5. Under the Dual Admissions Transfer Agreement, CMCC students will be guaranteed admissions into HU on the condition that they:
 - Complete an electronic "Dual Admissions Intent" form;
 - Interview with an HU Admissions Counselor;
 - Graduate from CMCC with an appropriate Associates degree with a minimum cumulative GPA of 2.0;
 - Complete HU's admissions application;
 - Do not attend another institution of higher education between the time they graduate from CMCC and enroll at HU;
 - Satisfy all other HU transfer requirements including any admission requirements for the major.
 - Enroll at HU after graduating from CMCC.

Students who have previously been matriculated to HU prior to attending CMCC are not eligible for Dual Admissions. Students applying for Dual Admissions must provide written consent for release of information from CMCC to HU necessary to facilitate the admissions process and to ensure the requirements of the program are met.

6. The same criteria for transferring individual courses by other transfers to HU will be applicable to CMCC students. Specific course transfers must be completed with a grade of "C" (2.00 on a 4.00 scale) or better, unless specific departments require a higher grade point average (GPA). The maximum number of credits that may be transferred to the student's record is 87; no more than 70 may have been earned at a two-year institution.
7. All students must be in good-standing according to HU policy at time of admission.
8. When program requirements change at HU, CMCC students who have submitted a letter of intent to enroll at HU will have the option of satisfying "old" program requirements in the same manner as native HU students. However, this "grandfathering" is limited to two years from HU's implementation date of any changes, except for when changes are required by an accrediting agency. Accrediting agency requirements must be met and are not negotiable.
9. The transfer representatives from both institutions recognizing the CMCC general education degree requirements in the transfer programs shall develop articulated programs of study for students at CMCC. These programs of study will be reviewed by the appropriate CMCC academic division, which may make suggestions to the HU transfer representatives about specific course acceptability.
10. HU and CMCC will develop Advising Sheets for each HU major that outline the course sequence a student should take at CMCC. These sheets will aid in advising and directing the student through their two years at CMCC. The Advising Sheets will be reviewed annually by both institutions.

11. Students applying for Dual Admissions must provide written consent for release of information from CMCC to HU necessary to facilitate the admissions process and to ensure the requirements of the program are met.
12. The HU Office of Admissions' Transfer Coordinator will provide advising to CMCC students as needed.
13. HU will notify the student at the time of dual admission of all entrance to major requirements. Students will be governed by the HU degree requirements in effect at the time of dual admission as long as the student maintains continuous enrollment.
14. At the conclusion of each semester, CMCC will send HU a copy of the student's transcript. These transcripts will be evaluated for the purpose of advising the student on course selection for their next semester at CMCC. This is in addition to the student working with his/her CMCC advisor.
15. Students may change their CMCC or HU major at any time; however, they will be required to meet the entrance requirements for the new major at the time of change. While enrolled in the Dual Admissions program, students must notify both CMCC and HU of the change and both CMCC and HU must approve the change.
16. HU will send a scheduling packet (date/time to schedule classes) to the student the semester prior to matriculation to HU. Students will receive an official admissions letter from HU during their last semester at CMCC. Upon receipt of the final CMCC transcript, HU will complete a final official transcript evaluation. This will be completed prior to matriculation to HU.
17. Students will be provided with financial aid information for both institutions. They will receive full consideration for HU financial aid upon matriculation to HU.
18. CMCC and HU jointly agree to develop and implement advertising and promotional efforts to communicate the benefits of the Dual Admission program.
19. Each institution will designate a representative who will coordinate the Dual Admission program between the two institutions.
20. CMCC graduates who are accepted into Harrisburg University may be eligible for merit-based scholarships.
21. HU agrees to waive diagnostic testing for CMCC students who have achieved a grade of "C" or better in their college level general education courses in communication and college algebra.
22. The Parties agree that a five-year time limit for transferring a student's credits in science/technology from CMCC to HU may be implemented. There is no time limit for general education courses. The calculation of time commences upon the CMCC student's

graduation. The CMCC student's formal request to HU must be completed before the five-year limitation date.

23. Though remedial and orientation courses do not normally fulfill graduation requirements, HU will, on a course-by-course basis, treat transfer credit from CMCC for courses in remediation and orientation in the same manner as comparable courses at HU.
24. On a regular basis, aggregate and demographic data on former CMCC students will be transmitted to HU for the purpose of gathering appropriate data for research and for advising of future students. Caution will be exercised to ensure compliance with the Family Educational Rights and Privacy Act (FERPA).
25. CMCC students transferring to HU will be treated the same as native HU students of equal class standing when applying for financial aid and in the award and distribution of funds.
26. CMCC students transferring to HU will receive consideration for campus housing on the same basis as native HU students of equal class standing.
27. Upon transferring, CMCC students will become students of HU and subject to all HU's policies and procedures including but not limited to those concerning academics and student behavior.
28. CMCC students transferring to HU will receive equal opportunity to pre-register for classes and have access to other student services on the same basis as native HU students of equal class standing.
29. An informal review of programs will occur every two years for the purpose of updating information for students and staff. The review will be initiated by HU.
30. This Agreement shall be reviewed every 2 years in [month] beginning in [month, year] and shall terminate in [month, year] subject to a new Agreement.
31. The student while enrolled either at CMCC or HU shall comply with each school's academic policies and requirements. However, the specific academic policies in effect for the bachelor's degree as awarded by HU will be as such during the time of the student's enrollment into the program.
32. Upon formal approval of this agreement, joint advertisement and promotion will be developed by the appropriate representative at each institution. The parties may utilize each other's trademarks in connection with promoting the Agreement, provided the other party pre-approves such use; neither party shall gain any right, title or interest in any name or trademark of the other party.

II. MUTUAL TERMS AND REQUIREMENTS

1. This Agreement is subject to change or modification by mutual written consent between the parties. Any provisions of this Agreement which remain to be performed or by their nature would be intended to be applicable following the expiration or termination of this

Agreement shall survive the expiration/termination of this Agreement. Either party may terminate this Agreement with 90 days written notice. All students accepted by HU or who have submitted an application to HU at the time a notice of termination is delivered will continue to receive the benefits of this Agreement.

2. Neither of the parties shall assume any liabilities to each other than those contained within this Agreement. Regarding liability to each other, including but not limited to death to persons and/or damages to property, the parties do not waive any causes of actions or defenses by signing this Agreement.
3. This Agreement is not exclusive, and the parties are free to contract with other institutions in a similar manner.
4. Neither party shall discriminate in the performance of this Agreement because of race, color, sex, sexual orientation, gender identity, age, religion, handicap, marital status, or national origin in violation of any applicable federal, state or local law or regulation.
5. Both parties shall protect the confidentiality of student records as dictated by the FERPA and shall release no personally identifiable student information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
6. CMCC and HU shall at all times under this Agreement comply with all Federal, State, and local laws and respective institutional policies.
7. This Agreement shall only be modified in writing with the same formality as the original Agreement.
8. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment is expressly prohibited and shall be deemed null and void.
9. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, or the parties determine any provision to conflict with any applicable federal, state or local law or regulation, then the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect.
10. The waiver of a breach of any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default whether of the same or similar nature and shall not in any way affect the other terms. No waiver shall be valid or binding unless in writing and signed by the parties.
11. Any notice provided for or permitted under this Agreement shall be treated as having been given the next business day after being sent by nationally recognized commercial overnight courier or three business days after being postage prepaid by certified or registered mail, return receipt requested, to the party to be notified or upon receipt if delivered in person. Notices will be sent to the addresses set forth in this Agreement or such other address as may be provided from time to time.

CMCC: Central Maine Community College
1250 Turner Street
Auburn, ME 04210
ATTN: Betsy Libby, Ed.D.

HU: Harrisburg University of Science and Technology
326 Market Street
Harrisburg, PA 17110
ATTN: Beverly Magda, Ph.D.
CC: Office of General Counsel

12. The relationship between CMCC and HU is that of independent contractors. The relationship to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
13. The parties will cooperate to create all appropriate public, promotional announcements or press releases relating to this collaboration and will not make any independent announcements except as necessary to conduct the business contemplated by the agreement and activities necessarily related to it.
15. By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of his/her organization to all the terms and conditions of this Agreement. This Agreement and any attachments, which are incorporated into this Agreement, constitute the full and complete understanding of the parties with respect to this subject matter and supersedes all prior negotiations, understandings, and agreements between the parties related to this subject matter.

Authorize this agreement to become effective January 2021.

For HU

DocuSigned by:

Eric Darr

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Eric D. Darr, Ph.D.
President

DocuSigned by:

Bilita Mattes

08CA6EE808F84BC...

Bilita S. Mattes, D.Ed.
Provost & Chief Academic Officer

12/17/2020

Date

For CMCC

DocuSigned by:

Betsy Libby

59C54CA23E354D7...

Betsy Libby, Ed.D.
Interim President

12/23/2020

Date