

**Frostburg State University, Allegany College of Maryland, and Garrett College
Enhanced Transfer Agreement**

This Enhanced Transfer Agreement is made this 29th day of June, 2021, by and between Frostburg State University, Allegany College of Maryland, and Garrett College.

Introduction

Allegany College of Maryland (ACM), Garrett College (GC), and Frostburg State University (FSU) agree to enter into this Enhanced Transfer Agreement (Agreement) to facilitate the seamless transfer to FSU of qualifying ACM and GC students who have earned the Associate of Arts (AA), Associate of Science (AS), Associate of Fine Arts (AFA), Associate of Applied Science (AAS), Associate of Arts in Teaching (AAT), or Associate of Science in Engineering (ASE) degree.

This Agreement also establishes a method by which FSU students who previously attended, but did not graduate, from ACM or GC can complete an associate degree.

This Agreement provides a seamless pathway for qualifying students to begin post-secondary education at ACM and GC, earn their associate degree, and transfer to FSU to complete a bachelor's degree program; earn a renewable transfer scholarship at FSU; and be assured of on-campus housing at FSU, if needed. The Agreement defines admission requirements and processes, transfer of coursework, and services to support this Enhanced Transfer agreement.

Guaranteed Admission

Qualifying students will be guaranteed admission into a bachelor's degree at FSU upon completion of their associate degree at either ACM or GC.

FSU reserves the right to deny or revoke applications for admission of any applicant whose former record(s) and/or observed conduct is incongruent with the established guidelines for student behavior and academic responsibility at Frostburg State University.

Transfer of General Education Credit

A student transferring to FSU from ACM or GC will receive general education credit for work completed at ACM or GC as follows:

- A completed general education program at ACM or GC will transfer without further review or approval by FSU and without the need for a course-by-course match, except as provided below.
- Courses that are defined as general education by ACM or GC will transfer as general education even if FSU does not have that specific course or has not designated that course as general education.
- General education courses taken at ACM or GC in composition and in mathematics will count toward meeting FSU's general education requirements in compliance with COMAR (require a grade of C or better) and FSU's general education program.
- Credits earned at ACM or GC beyond the student's general education courses may transfer and count toward FSU general education, elective, and/or major requirements, but are subject to review and approval.

Associate Degree (Transfer) Scholarship

ACM or GC graduates with the required academic credentials will qualify for an Associate Degree Scholarship (Transfer Scholarship) pending the completion of the required FSU application materials.

Students must be enrolled full-time at FSU with a minimum cumulative 3.0 grade point average. The Transfer Scholarship award is to be applied over four semesters provided the student maintains a minimum cumulative GPA of 3.0 and completes at least 24 credits per academic year.

FSU, ACM, and GC will explore, on a best-efforts basis, ways to supplement and/or enhance the Transfer Scholarship.

Prior to matriculation at FSU, the Financial Aid Office team at FSU will provide financial assistance and counseling to ACM and GC students.

Guaranteed Housing at FSU

Graduates of ACM and GC students will be guaranteed housing at FSU if the student completes the application process for transfer to FSU and meets the FSU Housing deadlines.

Transition and Advising of Transfer Students

FSU will assign an advisor who will provide support throughout their academic career.

Student Experience

FSU, at least annually, will conduct one or more on-site appointment visits at ACM and GC in which a FSU transfer admissions representative meets with prospective transfer students. During these visits, the FSU transfer admissions representative will offer waived application fees, preliminary transcript evaluations, and immediate admissions decisions.

FSU, ACM, and GC will work cooperatively to enhance the student experience with the goal of creating an easy and seamless transfer.

During the period commencing on the date of this Agreement and continuing until the application process is fully agreed and implemented, FSU, ACM, and GC will each appoint a single individual with responsibility for assisting eligible students apply admission to FSU.

Reverse Transfer

This section establishes a method by which FSU students who previously attended but did not graduate from ACM or GC can complete an associate degree ("Reverse Transfer"). In order to accomplish a Reverse Transfer, an FSU student is permitted to transfer academic credits earned at FSU to ACM or GC to be applied toward completion of an ACM or GC associate degree simultaneous with the student's matriculation at FSU.

1. Commencing a Reverse Transfer Evaluation

The Reverse Transfer will be subject to an evaluation process for students who meet the criteria described in 1a or 1b below:

- a. Once a year, ACM and GC each will request FSU to send, the names and permanent addresses of students who meet the following criteria:
 - i. Student has earned fifteen (15) or more credits at ACM or GC;
 - ii. Student has earned a total of sixty (60) or more credits (including all ACM or GC, FSU, and any transfer credits);
 - iii. Student has not attained an associates or bachelor's degree.
- b. An FSU student interested in Reverse Transfer will submit a request for their FSU transcript through their Student Center in PAWS to be sent to the registrar's office at ACM or GC for the purpose of

evaluating Reverse Transfer eligibility.

2. Requirements for Request for Evaluation for Reverse Transfer

- a. ACM or GC students must have earned a minimum of fifteen (15) credits at ACM or GC to be eligible to apply for Reverse Transfer consideration. ACM or GC will contact these students and offer them the opportunity to have their credits evaluated for possible application towards an associate degree from ACM or GC.
- b. The catalog under which a student entered ACM or GC shall apply in cases where an application for Reverse Transfer is submitted within two (2) years of the student's last semester of attendance at ACM or GC. A student applying for Reverse Transfer consideration more than two years following his/her last semester at ACM or GC will be advised on a case-by-case basis by ACM or GC.
- d. Upon completion of credits needed for an associate degree conferral, the student must be in good academic standing at ACM or GC.
- e. ACM or GC will accept credits in accordance with COMAR 13B.06.01.04 Transfer of Education Program Credits and their published institutional transfer policies.
- f. ACM or GC will use upper-division courses to fulfill lower-division course requirements when applicable.
- g. ACM or GC may determine that a student is eligible for a program other than the intended program of study, based on courses completed and intended majors listed on the FSU transcript.
- h. ACM or GC will develop, and ACM, GC, and FSU will disseminate and present Reverse Transfer information to students. ACM or GC will develop, and ACM, GC, and FSU will disseminate and present Reverse Transfer information to students.
- i. ACM or GC will provide academic advice to Reverse Transfer students.
- j. ACM or GC will inform FSU of those students who receive an associate degree as a result of the Reverse Transfer program.

Oversight and Reporting

FSU will annually prepare and convey to the parties a report that includes the number of students who

have (a) sought transfer to FSU under the provisions of this Agreement, (b) have matriculated at FSU under the provisions of this Agreement, and (c) have completed Bachelor's degree after transferring to FSU under the provisions of the is Agreement.

ACM and GC each will annually prepare and convey to the parties a report that includes the number of students who have (a) sought transfer to their institution under the Reverse Transfer provisions of this Agreement, (b) have matriculated at their institution under the Reverse Transfer provisions of this Agreement, and (c) completed an associate degree after transferring to their institution under the Reverse Transfer provisions of this Agreement.

Joint responsibilities for maintenance of this Agreement include:

- a. The Presidents (or designees) of FSU, ACM, and GC will meet at least annually to review the reports of the parties and to set goals and determine plans relevant to this Agreement.
- b. ACM, GC and FSU will develop and maintain a joint Enhanced Transfer recruitment and marketing plan.
- c. ACM, GC and FSU staff will review the Agreement as needed to enhance student transition and success.

Dual Admission

FSU, ACM, and GC intend to create a Dual Admission Program (DAP) designed to encourage students to complete an associate degree at ACM or GC prior to transferring to FSU. Through articulated curricula and established policies, the DAP will allow for seamless enrollment from the associate degree at ACM or GC through the bachelor's degree at FSU. The Agreement will define admission requirements and processes, seamless transfer of coursework, and services to support the DAP.

Additional Terms of Agreement

1. This Enhanced Transfer Agreement along with all addenda constitutes the entire Agreement and terms of understanding between ACM, GC and FSU. This Agreement shall take effect immediately upon execution by the parties.
2. This agreement will be reviewed and revised as necessary. All revisions must be approved by each institution's official signatories, with the same formality as the original Agreement.
3. This agreement will have a term of five (5) years beginning from last date of signatures. After the five (5) year term, the parties may agree to renew this Agreement or enter into a new Agreement.
4. The terms of the Agreement shall remain in effect, except as stipulated for certain previous terms as




listed herein, unless it is terminated by any party. Any party may terminate the Agreement with or without cause with 120 days written advance notice to the other party. If this Agreement is terminated by either ACM or GC, the Agreement will remain in full force and effect between FSU and the non-terminating Party. If this Agreement is terminated while students are enrolled through this Agreement, the students may continue their educational experience under this Agreement until that experience would have concluded absent the termination.

5. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
6. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
7. The parties shall agree to keep confidential all personally identifiable student information from education records provided by ACM, GC or FSU as set forth in the Family Educational Rights and Privacy Act 34 CFR § 99.33 (a)(2) ("FERPA").
8. None of the parties shall assume any liabilities to each other. As to liability to each other or harm to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement. This provision shall not be construed to limit the State of Maryland's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this Agreement. Nothing in this Agreement shall be construed to limit the sovereign immunity of the State of Maryland or of the University System of Maryland or FSU.
9. This Agreement is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.
10. For the purpose of this Agreement, a copy of the party's original signature shall be considered to be an original signature; and as such shall be sufficient to bind such parties.
11. The laws of the State of Maryland shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on **June 29, 2021** by:

Allegany College of Maryland



Dr. Cynthia Bambara, President



Dr. Kurt Hoffman, Chief Academic Officer

Garrett College

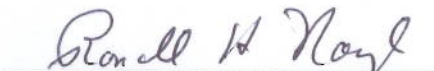


Dr. Richard Midcap, President



Dr. Qing Yuan, Chief Academic Officer

Frostburg State University



Dr. Ronald Nowaczyk, President



Dr. Michael Mathias, Chief Academic Officer

Signatures on file in the _____ Office