# Memorandum of Understanding between Morgan State University and the Community College of Baltimore County regarding a Streamlined Transfer Agreement

# Preamble

This agreement (the "Agreement") is made by and between Morgan State University, an agency and instrumentality of the state of Maryland, located at 1700 East Cold Spring Lane, Baltimore, MD 21251 ("Morgan"), and Community College of Baltimore County ("CCBC" or "College"), to create a collaboration for the Degrees to Succeed Program ("Degrees to Succeed" or "Program"), allowing students to be dually-admitted to Morgan contingent upon the successful completion of the requirements stipulated herein to increase collegiate engagement, academic progress and success, and degree completion.

## I. <u>Purpose of Agreement</u>

The goal of this Agreement is to provide seamless transition from CCBC's Associate degrees to Morgan's Bachelor's degrees, in accordance with Morgan's Transfer Student Policy, that offers CCBC students incentives and structured transfer pathways for attaining a four-year baccalaureate degree from Morgan. In addition, this Agreement contributes to Maryland Higher Education Commission's completion initiative by increasing associate degree attainment and providing momentum for baccalaureate completion. This agreement sets expectations for administrators, faculty and staff at both institutions, and fosters a working relationship between the parties.

II. <u>Responsibilities of Both Parties</u>

In support of this collaboration and administration of the program, CCBC will:

- Promote the Degrees to Succeed 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 to CCBC. CCBC must receive Morgan's prior written approval before distributing the promotional materials which mention Degrees to Succeed opportunities at Morgan, it being understood that Morgan approves such promotional materials already in use at CCBC.
- Facilitate admission to Morgan, for jointly admitted students upon initial admission and throughout their CCBC student experience. Students may be dually admitted to CCBC and Morgan in accordance with Morgan's Student Transfer Policy and all other applicable Morgan policies and procedures. Students enrolled at CCBC who intend to complete a Bachelor's degree at Morgan should complete the Degrees to Succeed Dual Admissions Program Acknowledgement Form, which is incorporated by reference and attached to this Agreement as Exhibit B, before completion of 45 credits.
- Coordinate, with Morgan, trainings to educate faculty and staff about Morgan and the Degrees to Succeed. The trainings will be conducted by the Transfer Program Coordinator and shall be provided to staff in the Office of Transfer Student Programming, the Transfer Admission Officer in the Office of Undergraduate Admission & Recruitment, and designated Transfer Coordinators from each institution.

- Facilitate classroom presentations/visits by Morgan representatives for the purpose of presenting the program and Morgan academic opportunities.
- Provide space for Morgan staff and faculty to meet with prospective students, conduct pretransfer advising, and host information sessions.
- Facilitate the exchange of student transcripts between CCBC and Morgan for purposes of advising, evaluation, and admission in accordance with the Family Educational Rights and Privacy Act ("FERPA").
- Confirm the continuous enrollment of all Degrees to Succeed students at each respective institution on a semester basis.
- CCBC employees involved in supporting these initiatives, shall not be considered employees or agents or Morgan, and at all times shall only perform duties that are included in their existing job duties at CCBC.

In support of this collaboration and administration of the program, Morgan will:

- Establish a Degrees to Succeed web page for program information.
- Provide a Degrees to Succeed Application at all transfer events and online on Morgan's website.
- Provide a dedicated bridge advisor to work with CCBC students on a semester basis, to support progression and retention efforts, including to confirm enrollment in the Degrees to Succeed program.
- Provide embedded student co-advising in furtherance of the Degrees to Succeed program (in-person or virtually) to assist students in applying to the Program, meeting eligibility requirements, following curriculum maps, and utilizing resources available through the Degrees to Succeed Program. Any Morgan faculty providing student co-advising shall remain a Morgan employee at all times and shall only perform duties that are included in their existing job duties.
- Share information with CCBC on student enrollment patterns, retention, and degree attainment in accordance with the Family Educational Rights and Privacy Act ("FERPA").
- Invite certain CCBC staff to attend a graduation celebration event that may take place at Morgan to honor Degrees to Succeed Program students.

In support of this collaboration and acceptance of college credit in transfer, Morgan will, in accordance with and to the extent permitted by Morgan's Student Transfer Policy and any other applicable Morgan policies:

- Require completion of an Associate degree at CCBC for Degrees to Succeed students.
- Accept the integrity of CCBC 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 Morgan Bachelor degree program with Junior standing (60-70 credits). Transfer of other degree types, such as the Associate of Applied Science (AAS) degree, will be determined through seamless articulation agreements that the parties may agree to execute.
- Provide Degrees to Succeed graduates junior class status (60-70 credits) with respect to registration and housing.

• Accept up to forty-five (45) credits in transfer through CCBC's documented prior learning and high school articulation agreements, as applied to the Associate degree.

In support of this collaboration, including financial and student support incentives, Morgan will:

- Provide access to all Morgan campus programming and events (on-campus or virtually) for which Degrees to Succeed students are eligible to participate and issue a Morgan student ID card from the point of admission to the Program.
- Advise students participating in the Degrees to Succeed program about the potential financial incentives that are available for eligible students through Morgan's Transfer Incentive Program (https://www.morgan.edu/undergradadmissions/tip)
- Provide full access to all institutional, academic, and student support services at the receiving institution to which all other Morgan students have access.

# III. <u>Term</u>

The initial term of the Agreement shall commence on April 1, 2023 and end on March 31, 2028, unless extended or terminated earlier pursuant to the terms of this 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, the termination shall not affect the current transfer students from CCBC that are enrolled at Morgan under the expiring agreement terms. 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:

CCBC Program Administrator	Morgan Program Administrator
Ann Gamble	Susan Wrenn
Director of Transfer and Degree Acceleration	Transfer Program Coordinator &
agamble@ccbcmd.edu	Community College Liaison
443-840-1735	susan.wrenn@morgan.edu
	443-885-4663

# V. <u>FERPA/HIPAA</u>

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 CCBC and Morgan. 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. Furthermore, both parties agree to comply with all laws, including, but not limited to, all state and federal laws regarding confidentiality and that otherwise might impact this

Agreement, including FERPA) and the Health Insurance Portability and Accountability Act (HIPAA)(Pub.L. 104–191). 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 and Promotion

During the term of this Agreement, Morgan and CCBC may develop and agree upon a mutually acceptable marketing and student recruitment plan to promote the Degrees to Succeed Program and transfer guides to inform students of the opportunities available. Any and all marketing, promotional or publication materials developed by one party must be reviewed and approved in writing by the other party prior to use of any such materials. CCBC agrees to promote transfer guides to CCBC students by allowing Morgan to place marketing materials in student service departments campus and CCBC Transfer Agreements centered on on the website (https://www.ccbcmd.edu/Resources-for-Students/Online-Transfer-Center/Transfer-Agreements.aspx), subject to CCBC's advance approval.

# VII. Admissions for Special Programs

CCBC students who wish to be considered for admission into any of Morgan's special degree programs must complete a separate program application and be selected for admission into that given program in accordance with any applicable Morgan policies and/or guidelines.

- Nursing
- Social Work

# VIII. Acceptance of Transfer Credits

Subject to the terms and conditions of this agreement, Morgan shall accept transfer of CCBC credits up to a maximum of seventy (70) applicable semester credit hours.

Per regulation 13B.06.01.03 of the Code of Maryland Regulations (COMAR), students transferring to Morgan with an Associate of Arts (A.A.) or an Associate of Science (A.S.) degree will satisfy lower-division general education course requirements of the Morgan baccalaureate degree. Students transferring to Morgan with an Associate of Applied Science (A.A.S.) degree may be required to take additional lower-division general education courses to satisfy Morgan baccalaureate degree requirements. Institution specific requirements of Morgan may be required.

#### IX. Academic Planning

To facilitate a seamless transition, CCBC students should work closely with their academic advisor at CCBC to develop a comprehensive academic plan as early in their academic career as possible and prior to transfer. Students and advisors are encouraged to utilize a variety of advising resources including the CCBC Catalog, Morgan Undergraduate Catalog, respective departmental websites, and ARTSYS (the USM online articulation database), to ascertain transferability of coursework until they complete 45 credits, at which time students will be provided an advisor from their academic department. Students are strongly encouraged to meet with their assigned advisor periodically. Students are required to meet with their advisor prior to registering for subsequent semesters. Students who are majoring in Nursing or Social Work, will always be advised by their respective department.

Students, in consultation with their academic advisor, will develop an individualized degree plan for completion of all general education, graduation and major requirements as outlined in the Morgan Undergraduate Catalog. These requirements include a minimum of 120 credits, of which at least 30 credits must be earned at Morgan.

## XI. Financial Aid and Transfer Scholarships

The Free Application for Federal Student Aid (FAFSA) is required to be eligible for needbased aid. Students must indicate Morgan's school code of 002083 when submitting the FAFSA. All students are encouraged to submit the FAFSA beginning October 1 but no later than the priority application deadline of December 15 (for Spring transfer) or June 1 (for Fall transfer).

Degrees to Succeed students transferring into Morgan's baccalaureate program with a grade point average of 2.5 or higher who meet the transfer admissions priority deadline may be eligible for our Transfer Incentive Program (TIP) grant, which offers up to \$2,000 per semester for up to five (5) semesters. Students must have earned their Associate's degree by the deadline, have applied to of the eligible programs list on our Morgan TIP website one (https://www.morgan.edu/undergradadmissions/tip), and remain continuously enrolled. Morgan transfer scholarship award amounts are subject to change at any time. Morgan transfer scholarships shall be promoted on both Morgan and CCBC websites. Degrees to Succeed students are also encouraged to apply for other Morgan scholarship opportunities as they become available.

# XII. Reports, Data, and Information

Morgan shall, in accordance with any applicable laws and/or regulations, provide annual transfer reports to CCBC. Transfer reports will include data on CCBC transfer students that are currently enrolled at Morgan. Transfer reports should include student demographics, number of credits transferred, program of study, scholarship awardees, number of conferred bachelor's degrees, number of reverse transfer students, and other pertinent information.

CCBC and Morgan shall collaborate to the best of their abilities to provide data and reports to Morgan. Reports will include student enrollment information, enrollment breakdown based on programs at CCBC, student demographic data, and other pertinent information.

#### XIII. Notice of the Agreement

The Parties agree to provide a copy of this Agreement, with any amendments, to the Maryland Higher Education Commission.

The Parties agree to provide copies of this Agreement to all relevant individuals and departments of the Parties, including but not limited to students, academic department chairs participating in the transfer, offices of the president, registrar's offices, and financial aid offices.

#### XIV. 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 Degrees to Succeed or as to any actions taken pursuant to this Agreement.

## XV. 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.

## XVI. 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 CCBC and Morgan; and CCBC and Morgan shall not be obligated, separately or jointly, to any third parties by virtue of this Agreement. Nothing in this Agreement is intended to create or infer a dual employer relationship between CCBC and Morgan.

XVII. <u>Amendments</u>

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.

#### XVIII. 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.

XIV. <u>Severability</u>

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.

#### XV. 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. XVI. <u>Counterparts</u>

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

XVII. Assignment

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

# XVIII. <u>Applicable Law</u>

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

# XVIV. Representations and Warranties

Morgan represents and warrants that it is an agency and instrumentality of the State of Maryland, acting in its higher education capacity, and has the legal capacity to enter into this Agreement. Nothing in the terms of this Agreement shall abrogate the responsibilities assigned to Morgan under applicable state and federal laws and regulations, or the policies of Morgan's Board of Regents for the development of curricula, the assessment of student learning, the transfer of students, nor the award of academic degrees.

CCBC represents and warrants that it is an agency and instrumentality of the State of Maryland and has the legal capacity to enter into this Agreement. Nothing in the terms of this Agreement shall abrogate the responsibilities assigned to CCBC under applicable state and federal laws and regulations, or the policies of CCBC's Board of Trustees for the development of curricula, the assessment of student learning, the transfer of students, or the award of academic degrees.

# XVV. Notices

Any and all notices required to be given hereunder shall be sent registered or certified mail, postage prepaid, return receipt requested to the address as follows:

To Morgan:

Dr. David K. Wilson, President, Morgan State University, 1700 E. Cold Spring Lane, Truth Hall 400, Baltimore, MD 21251

#### With a copy to:

Dr. Kara Turner, Vice President for the Division of Enrollment Management and Student Success, Morgan State University, 1700 E. Cold Spring Lane, Tyler Hall Suite 305, Baltimore, MD 21251

To CCBC: Dr. Joaquin Martinez, Provost & Vice President of Academic and Student Affairs Community College of Baltimore County 7201 Rossville Boulevard Administrative Building, Suite 101 Baltimore, MD 21237With a copy to:

Dr. Jennifer Kilbourne, Assistant Vice President of Academic Affairs Community College of Baltimore County Administrative Building, Suite 101 Baltimore, MD 21237

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.

DocuSigned by: 18-Apr-23   5:52 AM ED		ЭΤ		
Dr. David K. Wilson Date	Dr. Sandra L. Kurtinitis Date			
President	President			
Morgan State University	Community College of Baltimore			
	Digitally signed by Joaquin G. Oaquin G. Martinez Date: 2023.04.17 10:12:00 -04'00'			
	Dr. Joaquin G. Martinez Date			
	Provost and Vice President of Academic &			
	Student Affairs			
	Community College of Baltimore County			

# EXHIBIT A

#### Morgan Indicia

Morgan Verbiage:

Morgan State University<sup>TM</sup> Morgan State<sup>TM</sup>

Morgan Marks:









# EXHIBIT B

# **Acknowledgement Form**

# Community College of Baltimore County (CCBC) Morgan State University (MORGAN) Degrees to Succeed Dual Admissions Program (D2S)

# I. General Program Information

Degrees to Succeed (D2S) is a Dual Admission Program that allows students to be dually admitted to the **Community College of Baltimore County** (**CCBC**) and **Morgan State University** (**Morgan**) in accordance with Morgan's Transfer Student Policy and contingent upon the successful completion of the requirements stipulated to increase collegiate engagement, academic progress and success, and degree completion.

# II. Student Checklist

The list below is not exhaustive. Complete information regarding the Degrees to Succeed program requirements, benefits, and opportunities can be found on the <u>D2S webpage</u>.

- Student intends to pursue a bachelor's degree at Morgan .
- Student has earned a minimum of 3 college credits at Community College of Baltimore County.
- Student has earned 45 or fewer college-course hours (this includes college credit completed at institutions other than Community College of Baltimore County as well as credit earned through prior learning assessment).
- Student must maintain a cumulative grade point average (GPA) of 2.0 or greater at Community College of Baltimore County. (Student may need a higher GPA for a limited number of GPA-restricted programs.)
- Student should be pursuing an Associate of Arts (A.A.) or Associate of Science (A.S.) degree. Associate of Applied Science (A.A.S.) degrees are eligible for the D2S program, but courses will be evaluated individually for transfer via articulation.
- Students must complete the Associate degree at Community College of Baltimore County prior to enrolling into classes at **Morgan**.
- Student must complete a D2S Dual Admission Acknowledgement Form after meeting with a CCBC academic advisor.
- Student must request official transcripts from all colleges attended, as well as military transcripts.

# III. Program Requirements

- A. I confirm that I have reviewed all information related to the D2S Program between CCBC and Morgan, including the information attached to this acknowledgment form and provided on the D2S webpage. Information about D2S can be found at this link: <u>https://www.ccbcmd.edu/transfer</u>
- B. As a participant in the D2S Program, I understand that my participation in the program is subject to the same admission, matriculation, disciplinary, and degree requirements governing any other CCBC and Morgan student.
- C. I commit to abiding by the applicable policies and procedures of the D2S Program, CCBC, and Morgan.
- D. For admission into the D2S Program, I understand that I am required to request that my official high school, college or military service transcript(s) be provided to CCBC and/or Morgan.
- E. I acknowledge that I must immediately notify my academic advisor at CCBC and/or Morgan of any change in my declared major.
- F. I acknowledge and understand that admission to Morgan under the D2S Program will occur only after certain admission requirements have been met as outlined in the student checklist.
- G. I understand that I must apply for graduation independently at CCBC. I further acknowledge and understand that my continued participation in the D2S Program after graduation from CCBC is contingent on my enrollment at Morgan within 1 year of graduation from CCBC.

# III. <u>Release of Information</u>

To participate in the D2S Program, I understand that certain information must be exchanged between CCBC and Morgan. The information to be shared may include, but not be limited to, admission, financial, academic, and advising information concerning my enrollment and performance. With my signature below, I authorize CCBC and Morgan to share any educational records and related information necessary to facilitate my admission and participation in the D2S Program. I understand that I may revoke my authorization to release such educational records or related information at any time by notifying CCBC and/or Morgan in writing of my desire to withdraw this authorization of release.

I confirm that I have read this Acknowledgement Form and fully understand the conditions contained herein related to the requirements of the D2S Program, my responsibilities under the D2S Program, my agreement to comply with D2S Program requirements, and my authorization and release for the institutions, CCBC and Morgan, to share information necessary to facilitate my acceptance and participation in the D2S Program.

Student Signature\*:

Date:

\*Electronic Signature: I understand that typing my name on the signature line above is the valid, legal equivalent to providing my handwritten signature on the document itself.

Name:							
CCBC ID#:		Birth Date:					
Program of Study at CCBC:							
Intended Major at Morgan:							
Anticipated Graduation from CCBC (Term/	Year):						
Expected Morgan Start* (Term/Year):							
Address:							
Residency: In State Out-of-State							
Cell Phone:		Home Phone:					
CCBC Email:							
I have completed credit hours. I am currently enrolled in hours							
Have you previously attended another colleg	ge?	Yes	No				
If yes, what institution(s):							
Are you a military connected student?	Yes	No					

#### **Next Steps:**

- 1. Email the completed Acknowledgement Form to <u>ccbcregistrar@ccbcmd.edu</u> and copy your CCBC academic advisor.
- 2. CCBC will submit the completed Degrees to Succeed Dual Admission Acknowledge Form to Morgan's Admission Office. Morgan will contact you regarding the next steps for their admissions process.

If you no longer wish to pursue Degrees to Succeed Dual Admission to Morgan after you submit the Acknowledgement Form, you must provide written notification to <u>ccbcregistrar@ccbcmd.edu</u> and copy your CCBC academic advisor.

## **Registrar Office Use Only**

Form Received

Code Applied in SGASADD

Note entered in SGASTDN

Form Scanned

01.31.2022

