



TRANSFER AGREEMENT
Between
HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY
And
MONTGOMERY COUNTY COMMUNITY COLLEGE

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

This Agreement provides MCCC 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 MCCC confirm the following points of agreement, to assure equal treatment of university/college and transfer students.

1. This Agreement applies to MCCC students who are scheduled to and/or have completed an Associate degree in the transfer and/or select, career preparation curriculum at MCCC.
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.

MCCC 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.

MCCC 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 MCCC certificates of completion for advanced studies.

4. MCCC students who follow the prescribed HU baccalaureate degree requirements at MCCC and are scheduled to and/or have earned an Associate degree in the transfer program at MCCC may be admitted to HU with a junior level standing. However, some majors will require more than four semesters for completion at HU.
5. Under the Dual Admissions Transfer Agreement, MCCC students will be guaranteed admissions into HU on the condition that they:
 - Complete an electronic "Dual Admissions Intent" form before completion of no more than 45 college level credits from all colleges/universities attended;
 - Interview with an HU Admissions Counselor;
 - Graduate from MCCC with an appropriate Associates degree with a minimum cumulative GPA of 2.0;
 - Complete HU's admissions application once the student has completed 45 credits at MCCC and satisfy all other regular HU admissions requirements to include official transcripts and goal statement;
 - Do not attend another institution of higher education between the time they graduate from MCCC and enroll at HU;
 - Satisfy all other HU transfer requirements including any admission requirements for the major.
 - Enroll at HU within one year of MCCC graduation.

Students who have previously been matriculated to HU prior to attending MCCC are not eligible for Dual Admissions. Students applying for Dual Admissions must provide written consent for release of information from MCCC 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 MCCC 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 at HU 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 policies at time of admission.
8. When program requirements change at HU, MCCC 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 MCCC general education degree requirements in the transfer programs, shall develop articulated programs of study for students at MCCC. These programs of study will be reviewed by the appropriate MCCC academic division, which may make suggestions to the HU transfer representatives about specific course acceptability.
10. HU and MCCC will develop Advising Sheets for each HU major that outline the course sequence a student should take at MCCC. These sheets will aid in advising and directing the student through their two years at MCCC. 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 MCCC 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 MCCC 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, MCCC 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 MCCC. This is in addition to the student working with his/her MCCC advisor.
15. Students may change their MCCC 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 MCCC and HU of the change and both MCCC and HU must approve the change. Any change in major could impact a student's anticipated graduation date.
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 MCCC. Upon receipt of the final MCCC transcript, HU will complete a final official transcript evaluation. This will be completed prior to matriculation to HU. A MCCC's student's failure to meet all admission requirements as reflected in his or her final transcript could jeopardize admission 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. MCCC 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. HU agrees to waive diagnostic testing for MCCC students who have achieved a grade of “C” or better in their college level general education courses in communication and college algebra.
21. The Parties agree that a five-year time limit for transferring a student’s credits in science/technology from MCCC to HU may be implemented. There is no time limit for general education courses. The calculation of time commences upon the MCCC student’s graduation. The MCCC student’s formal request to HU must be completed before the five-year limitation date.
22. Though remedial and orientation courses do not normally fulfill graduation requirements, HU will, on a course-by-course basis, treat transfer credit from MCCC for courses in remediation and orientation in the same manner as comparable courses at HU.
23. On a regular basis, aggregate and demographic data on former MCCC 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).
24. MCCC 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.
25. MCCC students transferring to HU will receive consideration for campus housing on the same basis as native HU students of equal class standing.
26. Upon transferring, MCCC 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.
27. MCCC 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.
28. 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.
29. This Agreement shall be reviewed every 2 years in 2023 beginning in July 2023 and shall terminate in July 2026 subject to a new Agreement.
30. The student while enrolled either at MCCC 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.

31. 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. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law doctrine.
5. 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.
6. 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.
7. MCCC and HU shall at all times under this Agreement comply with all federal, state, and local laws and respective institutional policies.
8. This Agreement shall only be modified in writing with the same formality as the original Agreement.
9. 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.

10. 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.
11. 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.
12. 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.


MCCC: Montgomery County Community College
 340 Dekalb Pike
 Blue Bell, PA 19422
 Attn: Kimberly Murphy, Academic Affairs


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

13. The relationship between MCCC 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.
14. 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 on February 9, 2021


For HU

 February 9, 2021
Eric D. Darr, Ph.D. Date
President

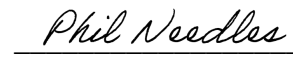
 February 9, 2021
Bili S. Mattes, D.Ed. Date
Provost and Chief Academic Officer

For MCCC

 02/12/2021
Victoria Bastecki-Perez, Ed.D Date
President

 2/10/21
Gloria Oikelome, Ed.D. Date
Vice President for Academic Affairs

 2/10/21
Therol Dix, J.D. Date
Vice President of Pottstown Campus and
Educational Partnerships

 2/11/2020
Phil Needles Date
Vice President of Student Services