ARTICULATION AGREEMENT

between

EXCELSIOR COLLEGE

and

BALTIMORE CITY COMMUNITY COLLEGE

THIS AGREEMENT is made as of the 15th day of September, 2013, by and between Excelsior College, a not-for-profit education corporation organized and operating under the laws of the State of New York, having its principal office located at 7 Columbia Circle, Albany, New York 12203 (hereafter Excelsior); and Baltimore City Community College, an education corporation formed under the laws of the State of Maryland, having its principal office located at 2901 Liberty Heights Avenue, Baltimore, MD 21215-7807 (hereafter referred to as “BCCC”).

RECITALS

WHEREAS, Excelsior is a not-for-profit institution of higher education chartered by the New York State Board of Regents and accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools; and

WHEREAS, Excelsior is authorized to offer a series of academic programs, which are registered with the New York State Education Department, leading to various associate, baccalaureate and masters degrees, and to confer such degrees; and

WHEREAS, Excelsior offers educational opportunities to adult learners with an emphasis on those historically underrepresented in higher education and Excelsior meets students where they are—academically and geographically, offering quality instruction and the assessment of learning.

WHEREAS, Excelsior will offer students the opportunity to transfer credits allowing them to utilize courses at your institution or other local institutions and then supplement these with Excelsior’s online courses and credit-by-exam.

WHEREAS, BCCC is an institution of higher education authorized to offer programs leading to an associate degree, and to confer the appropriate associate degree on students successfully completing such programs; and

WHEREAS, BCCC is Accredited by the Middle States Commission on Higher Education; and

WHEREAS, Excelsior is willing to accept such credits toward an appropriate Excelsior baccalaureate degree, the conditions set forth below are met; and
WHEREAS, BCCC wants to expand, enhance and improve the educational opportunities for its students and employees. Consistent with that goal, the parties have agreed to partner for this purpose.

WHEREAS, Excelsior is prepared to work with BCCC to assist its students and employees in pursuing their educational objectives, through the terms of this Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS

1. Excelsior will recognize toward an appropriate Excelsior baccalaureate degree, all lower level course work to the maximum allowed (approximately 105 credits) including work completed toward a BCCC associate degree and/or recognized by BCCC for work completed by its students and employees at other institutions and accepted by BCCC provided that:

   (a) Each student or employee seeking recognition by Excelsior of BCCC shall have enrolled in Excelsior, and shall have paid all required Excelsior fees

   (b) Such BCCC credits are reflected in an official BCCC transcript and submitted in a sealed BCCC envelope

   (c) Coursework being transferred meets degree requirements

   (d) A grade C or better has been attained in all transferred coursework

   (e) Coursework is not classified, as determined by Excelsior, as orientation, remedial/developmental, or non-degree level. All of which are not applicable towards an Excelsior degree. No more than two credits of physical education activity coursework will be accepted toward an Excelsior degree.

2. Each student and employee will meet the academic requirements of his or her chosen degree by:

   (a) completing a BCCC associate’s degree and/or transferring all completed coursework from BCCC; and/or

   (b) completing coursework not transferable from BCCC with Excelsior or through transfer from an Excelsior recognized source of credit. Excelsior puts no limit on the number of credits a student or employee can transfer as long as that credit meets degree requirements and comes from an approved source

www.excelsior.edu/waystoearncredit
(c) Credits earned from Excelsior College and other accredited colleges and universities as well as training, certifications and examination programs evaluated and recommended for college credit by Excelsior College, The American Council on Education College Credit Recommendation Service (ACE CREDIT), or National College Credit Recommendation Service (National CCRS), formerly known as National PONSI. Some credit transfer time limitations apply.

3. The standards of admission to Excelsior and policies governing the recognition of transfer credits most recently published at the time a given student seeks enrollment will apply.

4. Enrolled and matriculated Excelsior students are eligible to apply for Title IV federal financial aid and appropriate Excelsior scholarships programs and payment plans.

5. BCCC will promote Excelsior’s programs to its students and employees through the following communication venues:
   
   (a) Provide a link on the BCCC web site to an articulation agreement page on Excelsior’s web site created specifically for BCCC. (ccpartnerships.excelsior.edu)

   (b) Send out a press release describing the partnership to BCCC’s list of media contacts and post such information on BCCC’s web site. Excelsior will provide and approve the final press release

   (c) Publicize partnership through other appropriate venues

   (d) Place Excelsior brochure/poster in advising offices or other areas deemed appropriate and distribute at events

   (e) Collaborate with and send out on behalf of Excelsior, joint promotions, which may include information sessions, and emails/direct mails to students, employees, alumni, and BCCC faculty

6. Excelsior will promote this Agreement through the following communication venues:

   (a) Provide a press release describing the partnership to BCCC to send to BCCC’s list of media contacts and post such information on BCCC’s web site

   (b) Provide a link back to BCCC on Excelsior’s web site

   (c) List BCCC on the Articulation Agreement page of Excelsior’s web site

   (d) Add information regarding the partnership to appropriate marketing material

   (e) Produce brochure/poster describing the program for distribution by BCCC and Excelsior
(f) Produce advertisements for college newspaper/community paper if Excelsior
deems appropriate

(g) Promote the partnership at events/conferences attended by Excelsior if deemed
appropriate by Excelsior College

7. Excelsior will support this partnership through the following activities:

(a) Develop transfer guides indicating how particular BCCC degrees fit into one of
Excelsior’s bachelor degrees and/or general transfer guides based on BCCC’s
general education curriculum. Guides developed under this agreement are listed in
Appendix A but additions, deletions and corrections, may be made at any time,
and will become effective when agreed upon by both parties.

(b) Post all guides developed under this agreement on Excelsior web site.

(c) Provide preferential pricing, consistent with the pricing schedules in Appendices
B and B1. Tuition and fees listed are subject to change annually at the sole
discretion of Excelsior.

(d) Provide BCCC staff primary contacts from each of Excelsior schools.

(e) Provide reports on enrolled BCCC transfer students and employees, their majors
and academic performance to the extent permitted by law.

8. The academic affairs staff of both institutions will review this Agreement on an as needed
basis to ensure that it is up-to-date.

9. Neither party shall use or display any trademark or service mark of the other party without
the prior written approval of the other party. The text of all references by either party to the
other party in any medium, whether print, electronic or otherwise, will require the prior
written approval of the other party.

10. The parties acknowledge the existence of a confidential relationship between them. In order
to carry out the purposes of this Agreement, the parties may exchange or otherwise access or
come into possession of the other party’s confidential business and student information. The
parties understand and agree that all confidential information exchanged between them or
otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been
disclosed for business purposes only and must be maintained in strictly secure conditions at
all times. Each party hereto further agrees to make no other use of the other party’s
confidential information disclosed pursuant to this Agreement, to refrain from disclosing
such confidential information to third parties, to make the confidential information available
only to those employees or agents with a need to know, to inform all such employees and
agents of the confidential nature of the confidential information and to require each such
employee or agent to agree to retain such confidential information in confidence. Both
parties understand and agree to abide by the requirements of the Family Educational Rights
and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99
regarding the confidentiality of and access to student records.
11. The term of this Agreement is three (3) year(s) from the date first written above unless terminated early by either party upon not less than ninety (90) days written notice to the other party.

12. Each party hereto agrees to indemnify the other, and its trustees, officers, employees and agents and shall defend and hold each other harmless from and against any and all actions, claims, lawsuits, proceedings, demands, damages, judgments, liabilities, losses, penalties, fines, costs, settlements or expenses, notwithstanding anything to the contrary contained herein, BCCC will only indemnify Excelsior to the extent provided for under Maryland law.

13. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of Maryland without regard to any conflicts of law principles.

14. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.

15. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

16. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Excelsior, and Excelsior shall be free to reinstate such term and condition without notice.

17. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

(Signatures on following page)
IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

EXCELSIOR COLLEGE

Mary Beth Harner, Ph.D., RN, ANEF, FAAN
Provost and Chief Academic Officer

9/13/13
Date

OC 03/2012

BALTIMORE CITY COMMUNITY COLLEGE

Dr. Carolyn Anderson
Interim President

9/19/13
Date

Approved for Form & Legal Sufficiency

Signature

THIS AGREEMENT APPROVED
AS TO FORM AND LEGAL
SUFFICIENCY THIS
15th DAY OF SEPTEMBER, 2013

Contact Information at Baltimore City Community College:
Dr. Wayne Beckles
Dean of Academic Services
2901 Liberty Heights Ave
Baltimore, MD 21215
(410) 462-8560
wbeckles@bccc.edu
Transfer guides may be created as requested by BCCC based upon the program to program fit with Excelsior College degree programs.

These transfer guides will provide graduates and employees with a guide to how coursework and degree requirements at BCCC will transfer into a bachelor's degree at Excelsior College. It is understood through this agreement that Excelsior College will review students individually and these guides are just a sample scenario. Actual requirements will be dependent on the courses a student transfers to Excelsior.

While not all degree programs are listed above, this articulation agreement is an "umbrella" agreement and will be available to any graduate regardless of the degree they received from BCCC as well as employees of BCCC.
**APPENDIX B**

**PREFERENTIAL PRICING FOR ARTICULATION PARTNERS**
*Tuition and Fee Schedule effective July 1, 2013 To June 30, 2014*

<table>
<thead>
<tr>
<th>Services</th>
<th>Partnership Rates</th>
<th>Standard Rates</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application (one time)</td>
<td>$80</td>
<td>$80</td>
<td>Processing of application and establishment of student record.</td>
</tr>
<tr>
<td>Enrollment Fee (one time)</td>
<td>$130</td>
<td>$1065</td>
<td>Official evaluation of transferred credits, academic advisement and academic program planning for first year. The enrollment fee reverts to the standard rate if student does not complete a minimum of twelve (12) Excelsior College Course Credits prior to completion of their degree.</td>
</tr>
<tr>
<td>Tuition (per credit)</td>
<td>$320</td>
<td>$425</td>
<td>Participation in Academic Coursework.</td>
</tr>
<tr>
<td>Student Services Annual Fee (paid on an annual basis with the first annual fee charged one year after enrollment)</td>
<td>-0- (Provided six Excelsior course credits taken in one year)</td>
<td>$440</td>
<td>Library services, academic advising and academic program planning. No Student Services Annual Fee will be charged provided student completes a minimum of six (6) Excelsior College Course Credits within the one year period. If the student does not complete six (6) Excelsior College Course Credits within the one year period, then the Student Service Annual Fee will be $70.00 for the subsequent year.</td>
</tr>
<tr>
<td>Graduation Fee (one time)</td>
<td>$130 (Provided twelve Excelsior course credits taken prior to degree completion)</td>
<td>$495</td>
<td>Final review and processing of student files for conferring of degree and issuance of diploma. The Graduation Fee reverts to the Standard Rate if the student does not complete a minimum of twelve (12) Excelsior College Course Credits prior to completion of their degree program. In the event the Graduation Fee reverts to the Standard Rate, then this fee will be reduced by $15 per academic credit for each undergraduate Excelsior College course successfully completed. This fee reduction does not apply to academic credits transferred to Excelsior College.</td>
</tr>
</tbody>
</table>

* Partnership pricing is currently not available on Excelsior's associate degree programs*
# APPENDIX B1

## PREFERENTIAL PRICING FOR ARTICULATION PARTNERS

*Tuition and Fee Schedule effective July 1, 2013 To June 30, 2014*

<table>
<thead>
<tr>
<th>Services</th>
<th>Partnership Rates</th>
<th>Standard Rates</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application (one time)</td>
<td>$100</td>
<td>$100</td>
<td>Processing of application and establishment of student record. The fee is waived for Excelsior alumni.</td>
</tr>
<tr>
<td>Tuition (per credit)</td>
<td>$480</td>
<td>$565</td>
<td>Participation in academic coursework.</td>
</tr>
<tr>
<td>Graduate Student Services Annual Fee (paid on an annual basis with the first annual fee charged at enrollment)</td>
<td>$265</td>
<td>$265</td>
<td>Library services, academic advising and academic program planning.</td>
</tr>
<tr>
<td>Graduation Fee (one time)</td>
<td>$130</td>
<td>$130</td>
<td>Final review and processing of student files for conferring of degree and issuance of diploma.</td>
</tr>
</tbody>
</table>