

TRANSFER AGREEMENT
BETWEEN
FROSTBURG STATE UNIVERSITY
AND
ALLEGANY COLLEGE OF MARYLAND

This agreement is made between Frostburg State University ("FSU"), 101 Braddock Rd, Frostburg, MD 21 532, a constituent institution of higher education in the University System of Maryland and an agency of the State of Maryland, and Allegany College of Maryland ("ACM"), 12401 Willowbrook Road, Cumberland, MD 21502, an institution of higher education organized and existing under the laws of the State of Maryland.

ACM and FSU acknowledge their shared mission to provide quality higher education programs, which meet the needs of the region and provide a workforce of highly trained individuals.

The primary purpose of this agreement is to enhance the transferability between ACM and FSU. A secondary purpose is to provide faculty and administration of both institutions with more precise guidelines for advising students interested in pursuing a bachelor's degree at FSU.

FSU and ACM mutually agree to the following:

1. Purpose

The purpose of this agreement is to establish and create a method by which an ACM student will be permitted to transfer academic credits earned at ACM to FSU to be applied toward completion of the FSU bachelor's degree.

2. Requirements for Transfer

- A. FSU will transfer courses into specific majors according to the signed Program Transfer Articulations. These articulations will delineate specific course and GPA requirements.
- B. ACM and FSU will work cooperatively to promote transfer opportunities. ACM will provide opportunities for FSU representatives to visit ACM locations and disseminate information about FSU. The marketing plans may include, but are not limited to brochures, posters, press releases, listing partnerships on websites, co-presenting to public high schools.
- C. A transfer student must meet the graduation requirements of the Frostburg State University catalog in effect when the student first enrolled at the other institution. If the student had more than two sequential years of non-enrollment, the student must meet the graduation requirements of the Frostburg State University catalog in effect at the time the student first enrolls at Frostburg State University.
- D. Students who have completed the transfer block and continued on to FSU should follow the guidelines established in the chosen Program Transfer Articulation between ACM and FSU.
- E. FSU will review letter grades for the purpose of awarding transfer credit and will review GPA for the purpose of admission in accordance with COMAR and the Program Transfer Articulations.
- F. ACM will, upon the student's request, supply FSU with verification that the student has completed the chosen Program Transfer Articulation.

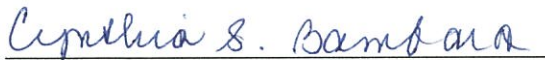
3. General Terms and Conditions


- A. ACM and FSU are independent contractors and neither is an employee, agent, partner, franchise or joint venture of the other. Neither ACM nor FSU shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other. ACM


and FSU shall at all times under this agreement comply with all federal, state, and local laws and its own institutional policies. Both ACM and FSU expressly agree not to discriminate against any person or entity on the basis of race, ethnicity, national origin, age, gender, religion, political affiliation, qualified disability, sexual orientation, and veteran status. As required by FERPA and other laws and regulations, ACM and FSU agree to maintain the privacy and security of personally identifiable information. ACM and FSU agree to report any suspected child abuse and/or neglect in compliance with Maryland law.


- B. This agreement may not be modified without the prior written consent by both parties. Neither ACM nor FSU may assign any rights or interests nor delegate its duties under this agreement, in whole or in part, without the express written consent of the other party.
- C. This agreement will remain in effect unless either party provides written notification of termination to the other by U.S. Mail at the addresses stated in this agreement. In no event shall termination of this agreement by either party take effect before the end of a then current academic year or adversely impact any student who may be participating in the transfer program.
- D. Representatives of ACM and FSU will meet once a year (end of spring semester) to share all pertinent programmatic, course, and other curricular changes that will go into effect for the following academic year.
- E. The term of this agreement shall be six years from the date of execution and will be reviewed bi-annually for accuracy. This agreement may not exceed a period of six years.


IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials.


Dr. Cynthia S. Bambara, President
Allegany College of Maryland


Dr. Jonathan Gibraltar, President
Frostburg State University


Dr. David M. Hinds, Senior Vice President
Allegany College of Maryland


Dr. William P. Childs, Provost and
Vice President of Academic Affairs
Frostburg State University


Karen A. Treber, General Counsel
Frostburg State University