

TRANSFER AGREEMENT  
BETWEEN  
BARD COLLEGE  
AND  
FROSTBURG STATE UNIVERSITY

This Transfer Agreement (“Agreement”) is made between Frostburg State University (“FSU”), 101 Braddock Rd, Fordsburg, MD 21532, a constituent institution of higher education in the University System of Maryland and an agency of the State of Maryland, and Bard Early College (“BEC”). Frostburg and BEC are collectively referred to as “the Institutions.”

The Institutions acknowledge their shared mission to improve student access to higher education, especially for underrepresented and lower-income students.

The primary purpose of this agreement is to enhance the transferability of students between BEC and FSU, especially for those who complete the Associate of Arts degree through a Bard High School Early College program. A secondary purpose is to provide faculty and administration from both institutions with more precise guidelines for advising students interested in pursuing a bachelor’s degree at FSU.

The Institutions mutually agree to the following:

**A. Qualifying Students**

This Agreement pertains to the transfer of “Qualifying Students,” (i.e., those who):

1. Are enrolled in a Bard High School Early College program in good standing;
2. Have successfully completed the requirements for the Associate of Arts degree from Bard College through the BEC program; and
3. Are accepted for admission to FSU.

**B. Responsibilities of the Institutions**

The Institutions agree to implement the transfer of Qualifying Students in accordance with applicable laws as well as the following requirements and protocols:

1. A student may transfer academic credit for courses completed at BEC to FSU for the completion of a bachelor's degree at Frostburg. A student transferring under this agreement must meet all bachelor's degree requirements at FSU to be awarded the bachelor's degree from FSU.
2. The Institutions will work cooperatively to promote transfer opportunities. BEC will provide opportunities for FSU representatives to visit BEC locations and disseminate information about FSU. The marketing plans may include - but are not limited to - brochures, posters, press releases, and listing partnerships on websites.
3. Each institution shall adhere to all applicable transfer requirements set forth in the Annotated Code of Maryland and the Code of Maryland Regulations.
4. Each Institution shall advise students regarding transfer opportunities under this agreement as well as financial aid opportunities and implications associated with the transfer.
  - *Associate Degree (Transfer) Scholarship*
    - a. BEC graduates with the required academic credentials will qualify for an Associate Degree Scholarship (Transfer Scholarship), pending the completion of the required FSU application materials.
    - b. 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.
  - On a best-efforts basis, FSU will explore ways to supplement and/or enhance the Transfer Scholarship.
  - Prior to matriculation at FSU, BEC students will be provided financial assistance and counseling by the FSU Financial Aid Office.
5. If the Qualifying Student is using federal Title 38 VA Education Benefits (GI Bill<sup>®</sup> Education Benefits), the Institutions shall adhere to all applicable U.S. Department of Veterans Affairs' regulations, including the regulations governing the awarding of prior credit as regulated under Title 38, Code of Federal Regulations, Sections 21.4253(d)(3) and 21.4254(c)(4).

6. FSU will evaluate transfer equivalency for BEC courses on a course-by-course basis and award credit toward corresponding general education requirements, a major, or other requirements at FSU, except for BEC's four-course Writing and Thinking Seminar sequence (see #7).
7. FSU agrees to award credit as follows for students who complete the four-course Writing and Thinking Seminar sequence at BEC: a student who completes the sequence (SEM 101: First-Year Seminar I, SEM 102: First-Year Seminar II, SEM 201: Sophomore Seminar I, and SEM 202: Sophomore Seminar II) with a grade of C or better in each course will receive credit for the following four courses at FSU: IDIS 150: First-Year Colloquium, ENGL 150: Introduction to Literature, PHIL 101: Introduction to Philosophy, and ENGL: 101 First-Year Composition. A student who does not complete all four BEC seminar courses with a grade of C or better will not receive credit for ENGL 101 from FSU, but can receive credit for other courses through a course-by-course transfer evaluation as described in #6 above.
8. For Qualifying Students, the associate degree requirements from BEC will be applied to the bachelor's degree requirements from FSU, as follows:

Associate's Degree Requirements at BEC			Comparable Bachelor's Degree Requirements at FSU		
Degree Requirement	# of Courses	# of Credits	Degree Requirement	# of Courses	# of Credits
Writing and Thinking Seminar Sequence	4	12	General Education, Core Skills 1 (Introductory Writing)	1	3
			General Education, Group B (Humanities)	2	6
			General Education, Group E (Interdisciplinary)	1	3
Humanities / Social Science*	4	12	General Education, Group D (Social Sciences)*	2	6
			General electives or major requirements**	2	6
College Lab Science	2	8	General Education, Group C (Natural Sciences)	2	8
College Mathematics	2	6	General Education, Core Skills 3 (Mathematics)	1	3
			General electives or major requirements**	1	3
World Languages	2	6	General Education, Group E (Interdisciplinary)	1	3
			General Education, Group F (Identity and Difference)	1	3
Arts	2	6	General Education, Group A (Fine and Performing Arts)	1	3
			General electives or major requirements**	1	3
College Electives	2	6	General electives or major requirements**	2	6
CTO	4	4	General electives	4	4
TOTAL	22	60	TOTAL	22	60

\* BEC students can take any Humanities or Social Science courses to complete the requirement at BEC. BEC students are advised to take at least two courses in the Social Sciences for this requirement to meet FSU's General Education Requirement in the Social Sciences. Students may consult with an advisor from FSU to determine applicable courses.

\*\* BEC students are advised to consider coursework for these requirements that aligns with their intended major program at FSU. Students may consult with an advisor from FSU to determine applicable courses.

9. Students are required to earn a grade of C or better in their BEC College Mathematics course, which will transfer to meet FSU's general education core skill requirement in mathematics.
10. A Qualified Student transferring from BEC to FSU under this agreement shall be required to complete an additional 60 credits of undergraduate coursework at FSU, including all undergraduate degree requirements, in order to receive a bachelor's degree from FSU.
11. FSU shall designate and provide to BEC the contact information for a staff person at FSU who is responsible for the oversight of the transfer of Qualifying Students. BEC shall designate and provide to FSU the contact information for a staff person at FSU who is responsible for the oversight of the transfer of Qualifying Students.

	BEC	FSU
Name of staff person responsible for oversight	Alysa Hutson	Sara-Beth Bittinger
Title of staff person	Director of Policy and Strategy	Interim Assistant Vice President for Analytics
Email address	ahutson@bec.bard.edu	<a href="mailto:sbittinger@frostburg.edu">sbittinger@frostburg.edu</a>
Telephone number	678-977-1187	301-687-4211

Should the staff person or position change, the institution will promptly provide new contact information to the partner institution and inform the Maryland Higher Education Commission of the change.

Additional Contact Information:

	BEC	FSU
Name of staff person responsible for oversight	Daryl Hornick-Becker	Natalie Wagoner
Title of staff person	Director of Public Policy and Partnerships	Director of Admissions
Email address	<a href="mailto:dhornick-becker@bec.bard.edu">dhornick-becker@bec.bard.edu</a>	<a href="mailto:nmwagoner@frostburg.edu">nmwagoner@frostburg.edu</a>
Telephone number	917-671-6332	301-687-4201

12. Should either FSU or BEC make changes to program or degree requirements, the institution will inform the partner institution immediately. The articulation agreement will be updated to reflect these changes and forwarded to the Maryland Higher Education Commission.

**C. Term and Termination**

1. This agreement shall be effective on the date of the last signature on this agreement by the appropriate and authorized representatives of each institution.
2. At its sole discretion, either institution may terminate this Agreement upon delivering sixty (60) days written notice to the other institution and the Maryland Higher Education Commission. Students who are already accepted and registered (as well as those who are matriculated) at FSU under this agreement will be allowed to continue.
3. Both institutions agree to meet once every three (3) years to review the terms of this agreement.

**D. Amendment**

1. This Agreement constitutes the entire understanding and agreement of the Institutions with respect to their rights and obligations in carrying out the terms of the Agreement and supersedes any prior or contemporaneous agreements or understandings.
2. This Agreement may be modified only by written amendment, executed by both Institutions.

**E. Governing Law**

This agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland.

**F. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

#### **G. Notice of Agreement**

1. The Institutions agree to provide a copy of this Agreement, with any amendments, to the Maryland Higher Education Commission.
2. The Institutions agree to provide copies of this Agreement to all relevant individuals and departments, including but not limited to: students, faculty, and staff advising students regarding transfer; offices of the president; registrar's offices; and financial aid offices.

#### **H. No Third-Party Beneficiaries**

There are no third-party beneficiaries to this Agreement.

#### **I. Representations and Warranties of the Parties**

Both institutions represent and warrant that the following shall be true and correct as of the Effective Date of this Agreement and shall continue to be true and correct during the term of this Agreement:

1. The Institutions are and shall remain in compliance with all applicable federal, state, and local statutes; laws; ordinances; and regulations relating to this Agreement, as amended from time to time.
2. Each institution has taken all action necessary for the approval and execution of this Agreement.

BEC shall designate and provide to FSU the contact information for a staff person at FSU who is responsible for the oversight of the transfer of Qualifying Students.

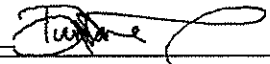
	BEC	FSU
Name of staff person responsible for oversight	Alysa Hutson	Sara-Beth Bittinger
Title of staff person	Director of Policy and Strategy	Interim Assistant Vice President for Analytics
Email address	ahutson@bec.bard.edu	<u>sbittinger@frostburg.edu</u>
Telephone number	678-977-1187	301-687-4211

Should the staff person or position change, the institution will promptly provide new contact information to the partner institution and inform the Maryland Higher Education Commission of the change.

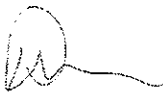
Additional Contact Information:

	BEC	FSU
Name of staff person responsible for oversight	Daryl Hornick-Becker	Natalie Wagoner
Title of staff person	Director of Public Policy and Partnerships	Director of Admissions
Email address	dhornick-becker@bec.bard.edu	<u>nmwagoner@frostburg.edu</u>
Telephone number	917-671-6332	301-687-4201

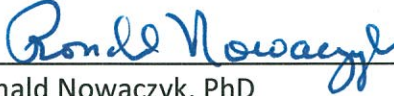
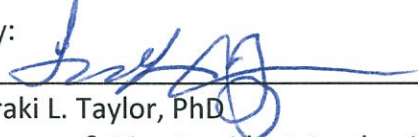
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Bard Early College By:  Dumaine Williams, PhD Vice President and Dean of the Early Colleges	Frostburg State University By: _____ Ronald Nowaczyk, PhD President
---	--



Date: 10/07/2022	Date:
Bard Early College By: 	Frostburg State University
Stephen Tremaine Executive Director, Bard Early College	By: _____
Date: 10/17/2022	Traki L. Taylor, PhD Provost and Vice President Academic Affairs
	Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

<p>Bard Early College</p> <p>By: _____</p> <p>Dumaine Williams, PhD Vice President and Dean of the Early Colleges</p> <p>Date: _____</p>	<p>Frostburg State University</p> <p>By:  _____</p> <p>Ronald Nowaczyk, PhD President</p> <p>Date: <u>10/24/2022</u></p>
<p>Bard Early College</p> <p>By: _____</p> <p>Stephen Tremaine Executive Director, Bard Early College</p> <p>Date: _____</p>	<p>Frostburg State University</p> <p>By:  _____</p> <p>Traki L. Taylor, PhD Provost &amp; Vice President Academic Affairs</p> <p>Date: <u>October 23, 2022</u></p>