GUARANTEED TRANSFER ADMISSIONS AGREEMENT BETWEEN COMMONWEALTH UNIVERSITY OF PENNSYLVANIA and HARRISBURG AREA COMMUNITY COLLEGE

THIS AGREEMENT made and entered into this ____ day of _____, 2022, between Commonwealth University of Pennsylvania of the State System of Higher Education (including Bloomsburg, Lock Haven, and Mansfield campuses) and Harrisburg Area Community College.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises hereinafter expressed and intending to be legally bound hereby, the Parties agree as follows:

A. INTRODUCTION

Commonwealth University of Pennsylvania and Harrisburg Area Community College (hereinafter referred to as "Commonwealth University and "HACC") agree to establish this Guaranteed Transfer Admissions agreement. Students who apply for transfer admission to and graduate from HACC are guaranteed admission to Commonwealth University with at least full junior standing in Commonwealth University's parallel major (i.e, criminal justice-to-criminal justice), with a guarantee for a renewable transfer scholarship based on the students' academic performance while enrolled at HACC and at Commonwealth University. The following criteria for admission and scholarship consideration must be met:

- 1. Apply for transfer admission to Commonwealth University after the completion of a minimum of 30 credits at HACC.
- 2. Graduate with an Associate Degree in any HACC major.
- 3. Submit all final HACC transcripts after graduation for consideration of Transfer Scholarship eligibility at Commonwealth University.
- 4. Any Associate Degree graduate of HACC will qualify for a transfer scholarship to Commonwealth University if the graduate has earned a minimum 2.0 grade point average overall at HACC.
- 5. Commonwealth University will award 4 tiers of transfer scholarships to HACC graduates – Tier 1 (3.50 GPA or above at HACC) will award \$5,000 annually, Tier 2 (3.0 – 3.49 GPA at HACC) will award \$4,000 annually, Tier 3 (2.5 – 2.99 GPA at HACC) will award \$3,000 annually, and Tier 4 (2.0 – 2.49 GPA at HACC) will award \$2,000 annually.
- 6. Transfer scholarship recipients must remain enrolled full-time for up to 12 credits per academic semester and must maintain an overall GPA of 2.50 at Commonwealth University to remain eligible for the scholarship.
- 7. The scholarship is renewable for up to three (3) academic years if the criteria in #6 above are met.

8. Commonwealth University will guarantee on-campus housing at the Bloomsburg, Lock Haven, or Mansfield campuses, for the first year of full-time attendance if transfer application is submitted timely per this agreement.

The purposes of this agreement are:

- 1. To establish a seamless transfer admissions partnership agreement that involves the participating community college and 4-year Bachelor degree granting institutions.
- 2. To cooperatively provide a program that recognizes the value of an earned Associate Degree from HACC, and the opportunity for graduates to seamlessly continue towards a Bachelor Degree credential at Commonwealth University, with the potential for scholarship money to allow for an affordable student experience.
- 3. To enable qualified graduates of HACC to build upon their education and training by earning a baccalaureate degree in a seamless educational partnership.
- 4. To enable Commonwealth University to attract a more diverse population of students in transfer who have already demonstrated academic success.
- 5. To enable community college graduates to obtain a quality education at a low cost, and, in doing so, provide the commonwealth with additional qualified graduates.
- 6. To ensure recognition of the continuity of academic progress and transferability of credits between two-year and four-year programs.

B. PROCEDURES

HACC agrees to publicize this Guaranteed Transfer Admissions Agreement to prospective students in its admissions literature and as part of regular student recruitment, and inform qualified, matriculating students of the opportunity for admission to Commonwealth University under the terms of this agreement.

HACC students must enroll within one semester of graduation and cannot attend another four-year institution after graduating from HACC.

HACC students must complete the Commonwealth University transfer application by August 1st if enrolling for the following fall semester or by January 1st if enrolling for the following spring semester at Commonwealth University.

The following items are the responsibility of students participating in the Guaranteed Transfer Admissions program:

1. Complete an earned Associate Degree at HACC with a minimum overall grade point average of 2.00 on a 4-point scale.

- 2. At the time of application, provide transcripts of all college courses taken up to and including the previous semester.
- 3. Upon receiving the Associate Degree from HACC, provide complete HACC transcripts to Commonwealth University.
- 4. HACC students must complete the Commonwealth University transfer application by August 1st if enrolling for the following fall semester or by January 1 if enrolling for the following spring semester at Commonwealth University. Admission under this agreement will be contingent upon completing items 1 to 3, above, and receiving an Associate Degree from HACC.
- 5. Pay the required advanced deposit to hold a seat for the initial semester of admittance.
- 6. Pay Commonwealth University's tuition and fees for those semesters in which they are registered for courses at Commonwealth University.
- 7. The last 60 semester hours of study toward graduation must be completed at Commonwealth University. Students enrolled at Commonwealth University shall comply with its academic policies and requirements. Specific academic policies and degree requirements in effect for the Bachelor Degree, as awarded by the University, will be such as exist at the time of student enrollment in the program.
- 8. Complete four semesters of study on the Commonwealth University campuses in Bloomsburg, Lock Haven, or Mansfield, and follow the recommended course sequence for HACC Transfer Students.

C. CONDITIONS OF THE AGREEMENT

- 1. A Transfer Coordinator shall be identified at HACC and Commonwealth University who will assist all students in transition regarding the transfer application process, housing requirements at Commonwealth University, academic advising, and consideration for a transfer scholarship award.
- 2. The term of this agreement shall be three years commencing when all applicable signatures are obtained. The first cohort of eligible students in transfer will be part of the Fall 2022 transfer class to Commonwealth University.
- 3. Either institution may withdraw from the agreement upon written notification of the other, with exception to commitments already in effect for students who have applied to Commonwealth University. Such commitments will be honored. In the event of a substantial breach, such as, a lack of response to requests for information and or adequate participation, either party may terminate this agreement.
- 4. The relationship of the parties to this contract shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
- 5. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in

regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

- 6. Neither of the parties shall assume any liabilities as a result of this agreement. As to liability to each other, death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit Commonwealth University of Pennsylvania's rights, claims or defenses, which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or of the Pennsylvania State System of Higher Education or Commonwealth University.
- 7. This agreement represents the entire understanding between the parties. This agreement can be modified only in writing with the same formality as the original agreement.
- 8. This agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- 9. Nothing in this agreement shall interfere with the Parties' ability to comply with applicable law including, the revisions intended in PDE's Article 76 of 2019 with a proposed effective date of June 2021. Upon the effective date of the changes to Article 76, this agreement may need to be amended in order to address any changes necessary to align with accurate reporting outlined in Article 76.

In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed pursuant to due and legal action authorizing the same to be done the date first written above.

Commonwealth University of Pennsylvania:

Harrisburg Area Community College

President Commonwealth University Date:

Vice President and VP, Academic Affairs Commonwealth University Date: President Harrisburg Area Community College Date: _____

Vice President, Academic Affairs Harrisburg Area Community College Date:

University Legal Counsel Date: _____