

**VALENCIA COLLEGE
AND
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
ALLIANCE AGREEMENT**

This Alliance Agreement ("Agreement") is made this 17th day of August, 2017 ("the Effective Date") by and between the University of Maryland University College ("UMUC") and Valencia College ("Valencia") who together are collectively referred to as the "Institutions." This Agreement replaces the Alliance Agreement entered into between the Institutions on June 28th, 2011.

I. Introduction

- a. UMUC is an accredited institution of higher education located in Adelphi, Maryland, and provides its academic courses and programs in Maryland and through distance delivery. UMUC offers undergraduate and graduate degree and certificate programs and is accredited by the Middle States Commission on Higher Education. UMUC is a constituent institution of the University System of Maryland, an agency of the State of Maryland.
- b. Valencia is a regionally accredited, comprehensive, accessible, learning-centered institution located in Orlando, Florida, and is dedicated to serving a diverse community of learners and employers through quality innovative programs, services and the appropriate use of technology for life-long learning. Valencia is accredited by Southern Association of Colleges and Schools (SACS).
- c. The Institutions recognize the programs and courses offered by the other and desire to establish their understanding regarding the transfer and applicability of credits from one institution to the other. The Institutions further desire to allow simultaneous admission to Valencia and UMUC ("the Alliance"). To that end, the Institutions enter into this Agreement.

NOW THEREFORE, the Institutions agree as follows:

II. Term

- a. The term of this Agreement shall be effective as of the Effective Date and continue in effect for an initial period of one (1) year and shall automatically renew for two (2) successive one (1) year periods.
- b. Either Institution may terminate this Agreement by providing the other Institution ninety (90) days' prior written notice. During the notice period, the Institutions may discuss continuation of a formal relationship between them.
- c. Provided neither Institution's programs, courses or graduation requirements have changed materially to the effect that articulation or the transfer of credit is no longer

academically appropriate, upon termination under section (b) above UMUC shall, for those students who, at or before the termination of Agreement, have enrolled in UMUC and remained continuously enrolled, accept the transfer of Valencia credits and afford the students the status as stated herein on the terms and conditions of this Agreement.

III. Dual Admission

- a. **Admission.** UMUC shall accept for admission individuals who have graduated from Valencia with an Associate's Degree ("Eligible Students") per the terms and conditions herein. Eligible Students must have met UMUC's admission criteria and other applicable requirements for the transfer of Articulated Programs or the transfer of credits as set forth in the UMUC catalog that is applicable at the time the Eligible Student applies for admission to UMUC.
- i. The Institutions agree that the status afforded to students as contemplated in this Agreement applies only to the Articulated Programs, courses in the Articulated Programs, transfer of credits and credentials and credential requirements in effect as of the Effective Date.
- ii. To apply, Eligible Students must:
1. Complete and submit the UMUC application for admission; and
 2. Request that Valencia send official transcripts directly to UMUC electronically through a secure delivery method to studentrecords@umuc.edu (preferred method) or by mail in a sealed envelope to:

University of Maryland University College
Attn: Transcripts
3501 University Boulevard East
Adelphi, MD 20783
- iii. While not a requirement for admission, Eligible Students should be advised it is best practice to contact a UMUC advisor prior to or at the time of entry to receive an evaluation of transfer credits and design a degree completion plan.
- b. **Dual Admission.** The Institutions agree to allow simultaneous admission to Valencia and UMUC. UMUC will not promote transfer to UMUC before a student has completed 45 credit hours at Valencia and shall encourage students to continue to obtain their Associate's Degree.
- i. Students enrolled in both Institutions under this Agreement ("Alliance Students") shall be subject to applicable federal, State, and local laws and

regulations as well as all practices and policies in effect at the Institution the respective Alliance Student is attending.

- ii. UMUC will waive the UMUC admission application fee for Alliance Students so long as the last institution attended by the student participates in an Alliance with UMUC.

IV. Transfer

- a. **Articulated Programs.** Subject to the terms and conditions of this Agreement, UMUC shall provide students graduating from Valencia with an Associate's Degree with the opportunity to seamlessly transfer into UMUC Bachelor's programs ("Articulated Programs"). Students should contact UMUC in advance for further details on Articulate Programs.
- b. **Transfer of Valencia Credits to UMUC.** Subject to the terms and conditions of this Agreement, UMUC shall accept transfer of Valencia credits up to a maximum of seventy (70) credit hours in accordance with Maryland law and regulations and applicable UMUC policies and provided that the student does not take the equivalent course at UMUC.
- c. **Evaluation of Transfer Credits by UMUC.** UMUC will grant prospective students from Valencia a preliminary estimate of all transfer credits within 1-3 business days. It is anticipated that Alliance Students who apply to UMUC and submit official transcripts to UMUC will receive an official evaluation of their transfer credits within 2-3 weeks of receipt of all documentation. Alliance Students should be encouraged by both Institutions to submit official transcripts to UMUC as soon as possible to ensure identification of the most accurate and efficient path to bachelor's degree completion. Evaluations may take slightly longer if UMUC has not previously evaluated the courses from Valencia that the Alliance Student wishes to transfer.
- d. **Transfer Reports.** Upon request from Valencia, UMUC shall provide annual transfer reports to Valencia. Transfer reports will include aggregate de-identified information on Bachelor's Degree completion, number of credits transferred, number of College Transfer Scholarships awarded, and other pertinent information.
- e. **Changes in Programs.** Notwithstanding anything in this Agreement to the contrary, the Institutions retain the right and the authority to make changes in their respective courses, programs and credential requirements that they each may determine to be in their respective best interest.
 - i. The Institutions shall give the other reasonable notice of changes in course program and credential requirements that may materially affect the Alliance Student's status and acceptance of degrees or the transfer of credit as contemplated in this Agreement. Alliance Students that have already been

admitted to UMUC and whose transfer credits had been accepted prior to the time of the program or course changes will not be affected, unless the change to the program or course is mandated by law, regulation, an accrediting organization, or licensure requirement and is required to apply to students currently enrolled in a program or course.

ii. Either Institution may request to meet to review the changes in courses, programs and credential requirements or activities undertaken pursuant to this Agreement for the purpose of determining whether or if this Agreement should be amended to reflect the courses, programs and credential requirements then in effect.

f. **Reverse Transfer.** UMUC will promote reverse transfer to Valencia students who transfer to UMUC without a Valencia Associate's Degree. Interested students must sign a FERPA release to allow UMUC and Valencia advisors to exchange student academic records to implement dual advising and promote reverse transfer opportunities, in accordance with Exhibit 1. Data will be shared yearly with Valencia administrators for the students who have signed a FERPA release.

V. Scholarships

UMUC will offer graduates from Valencia the opportunity to apply for the scholarship opportunities as they become available. Students must meet all scholarship qualifications for eligibility, which may include a minimum GPA, Associate's Degree earned from Valencia and U.S. citizenship or permanent residency. Scholarships may be promoted on both Valencia and UMUC websites and publications.

VI. Tuition Discount

UMUC provides full-time faculty and staff from American Association of Community College member institutions, including Valencia with a 25% tuition discount from the out-of-state rate for the Doctor of Management in Community College Policy and Administration ("DMCPPA"), subject to appropriate admissions requirements and verification of employment. It is understood and agreed that the DMCPPA is not available to Maryland residents and no Maryland residents can be admitted to that program under this Agreement.

VII. Publicity and Promotion

a. UMUC and Valencia agree to promote and publicize this Agreement as set forth in Exhibit 2. During the term of this Agreement, the Institutions may develop and agree upon additional mutually acceptable marketing and student recruitment plans to promote the Valencia-UMUC alliance and inform students of the opportunities available at both Institutions under this Agreement.

b. Valencia agrees to promote the Alliance to Valencia students by allowing UMUC

to place marketing materials in student service centered departments, on Valencia's website and other Valencia publications. Any and all marketing, promotional or publication materials developed pursuant to this Agreement prepared or developed by one Institution must be reviewed and approved in writing by the other Institution prior to use of any such materials. The Institutions may identify and market to groups of individuals that may particularly benefit from this Alliance, such as veterans, military or high school students.

- c. The Institutions will discuss methods to publicize the transfer and applicability of transfer credit and to promote enrollment of and other opportunities for Valencia's students and alumni at UMUC.
- d. Neither Institution shall use the name or marks of the other Institution in connection with any product, service, promotion, news release or other publicity, without the prior written consent of the Institution whose name or likeness the Institution intends to use.

VIII. Space

- a. Upon request, Valencia shall provide UMUC with appropriate table space to conduct scheduled visits on Valencia's main campus and satellite campuses, as applicable.

IX. General Provisions

- a. **Notices.** All notices under this Agreement shall be in writing and given by hand delivery, delivery by U.S. mail, delivery by an overnight carrier or via email to the Institutions at the designated address or such other address as shall be provided in writing. Notice shall be effective upon receipt to the person to whom it is address or three (3) days after notice was sent, whichever is earlier. Notice shall be given to the following persons:

To UMUC:
University of Maryland University College
Meg Tuozzo
3501 University Blvd. East
Adelphi, MD 20783
megan.tuozzo@umuc.edu

To Valencia:
Valencia College
Curriculum Coordinator
1768 Park Center Drive
Mail code DO-30
Orlando, FL 32835

Attn: Dr. Glenn Ricci
Curriculum Coordinator

- b. **Entire Agreement.** This Agreement contains the entire agreement of the Institutions and supersedes any and all prior and/or contemporaneous agreements between the Institutions, written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed or modified orally, but may only be changed or modified by an agreement in writing signed by both Institutions.
- c. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.
- d. **No Partnership.** Nothing in this Agreement is intended, shall be, or shall be deemed to constitute a partnership or joint venture between the Institutions. Nothing in this Agreement is intended, shall be, or shall be deemed to create rights or benefits in or to any person or entity other than the parties.
- e. **Preservation of Immunities.** Nothing herein shall constitute or be considered to be a limitation upon or waiver of the sovereign immunity of UMUC or the State of Maryland.

IN WITNESS WHEREOF, the Institutions, by their duly authorized representatives, have entered into this Agreement as of the Effective Date.

UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE

VALENCIA COLLEGE

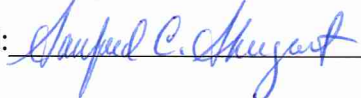
By: _____

By: _____

Printed Name: Blakely R. Pomietto

Printed Name: Sanford C. Shugart

Signed: 

Signed: 

Title: Provost/Sr. Vice President of
Academic Affairs

Title President, Dr. Sanford C. Shugart

Date: 9/11/17

Date: 8-18-2017

EXHIBIT 1

**VALENCIA COLLEGE
AND
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
FERPA RELEASE**

Please complete, sign and return this release form to University of Maryland University College, Eva Raczka, cctransfer@umuc.edu

UMUC Student ID Number: _____ Major at UMUC: _____

Valencia Student ID Number: _____ Desired Major at Valencia _____

Valencia Enrollment: Start Date (sem/yr) _____ Last Enrolled (sem/yr) _____

If you do not have enough credits to graduate in the Valencia major indicated above, would you like to be considered for graduation in another program of study? Yes No

Do you plan to transfer additional credits from colleges other than UMUC to Valencia? Yes No If yes, from which college(s): _____

List any former names: _____

Clearly print name as it should appear on diploma or certificate (legal name only; no titles; indicate punctuation):

First Middle Last

Date of Birth: _____ E-mail: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____

FERPA Statement

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. In accordance with FERPA, it is the policy of UMUC and CC to withhold certain educational records unless the student provides consent to disclose information. The purpose of this form is to provide the consent to UMUC and CC required by FERPA.

I, the undersigned, hereby understand and authorize the UMUC and CC to release/discuss educational records and information and agree to my student records being shared between UMUC and CC for the purposes of credit evaluation to award a degree, diploma or certificate, if I am eligible to graduate. This release is effective from _____ to _____.
Day/Month/Year Day/Month/Year

This release does not permit the disclosure of these records to any other persons or entities without my written consent or as permitted by law. This release form is effective from the date of signature below and consent remains in effect until receipt of written revocation.

Student's Signature Date

Student's Name (Please Print)

Signature of Parent or Guardian (if the student is under the age of 18)

EXHIBIT 2

**VALENCIA COLLEGE (CC)
AND
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE (UMUC)
PROMOTIONAL ACTIVITIES**

1. Valencia shall provide a single point of contact for UMUC, who is able to discuss promotions with UMUC at least two times per year.
2. Valencia shall support the following activities to encourage students and employees to apply and enroll in UMUC:
 - a. Events
 - i. Provide a link to a landing page created by UMUC on its intranet site or in a location accessible to its students and employees
 - ii. Invite UMUC to attend events/fairs if applicable
 - b. Virtual Events
 - i. Invite UMUC to host online open houses on the UMUC platform for students and employees two times per year
3. Valencia shall send internal and external announcements about UMUC or this Agreement to UMUC to review for accuracy and to approve before publication.