Encouraging Students to Complete Their Credentials

Reverse Transfer Agreement

PA Community Colleges and PA State System of Higher Education Universities

This Reverse Transfer Agreement, dated the 30th day of March 2016 is entered into between Pennsylvania's Community Colleges established under Article XIX-A of the Public School Code (hereinafter referred to as degree granting institution[s]) and the Pennsylvania's State System of Higher Education Universities (hereinafter referred to as host university) for the purposes of facilitating the awarding of credentials to students prior to their earning baccalaureate degrees.

The intent of this Agreement is to assist non-diploma or non-degree-holding students who have earned college-level credits from their previously attended Pennsylvania Community College to earn a degree or other credential by "reverse transferring" their current Pennsylvania's State System University credits back to their Pennsylvania Community College. This Agreement is designed to provide an opportunity for students to complete their credentials at a Pennsylvania Community College while still enrolled at a Pennsylvania's State System University in order to increase their earning power while completing baccalaureate coursework and demonstrate persistence.

A. Provisions of the Agreement

To be considered for the Reverse Transfer program, a student must meet all of the following criteria:

- 1. The student must be enrolled in a host university.
- 2. The student must have transferred to a host university with a Pennsylvania Community College as the last institution attended.
- 3. The student must have attended a Pennsylvania Community College within the previous five years and have earned a minimum cumulative GPA of 2.0.
- 4. The student must have earned a minimum of 45 credits (excluding remedial/developmental coursework) at their degree granting institution.
- 5. The student must have earned a minimum cumulative GPA of 2.0 at the host university. Only credits with a C or better from the host university will Reverse Transfer back to the previously attended degree granting institution.
- 6. The student must have earned and/or have in-progress a total number of 60 or more college-level credits from the degree granting institution and host university combined.
- 7. The student must meet all other requirements contained in this Agreement.
- 8. The students must indicate their agreement to participate in this program via completion of the Reverse Transfer Agreement Release form (Appendix A).

B. Host University Responsibilities

 The host university will identify the students who are eligible for Reverse Transfer consideration, denote them in their host university Student Information System (SIS), communicate with these students regarding participation in the Reverse Transfer program and send the students' official transcripts and contact information

- to the respective degree granting institution for evaluation of the academic transcript and fulfillment of award requirements.
- 2. The host university will waive the associated transcript fee for transcripts sent to the degree granting institution in accordance with this Agreement.
- 3. The host university will identify such students once a year for two years and provide a summary of this student information to the degree granting institution.

C. Degree Granting Institution Responsibilities

- 1. The degree granting institution will review and evaluate eligible student records, issue the appropriate awards, and inform the students of their status (and any missing requirements if applicable) and confirm awards as appropriate.
- 2. The degree granting institution will not charge Reverse Transfer Agreement students a graduate or transcript fee.
- 3. The degree granting institution will submit a final student transcript to the host university that denotes the conferment of an award so the students' host university records may be updated and removed from future contacts and transmissions as they pertain to the Reverse Transfer program.

D. General Provisions

- The degree granting institution will accept credits with grades of C or higher and P
 (passing grade for credit) for Reverse Transfer credit. Consideration of other credits,
 including but not limited to Prior Learning Assessment (PLA) credits which may
 include Advanced Placement, CLEP, military, credit by exam, etc., will be awarded
 pursuant to the policy of the degree granting institution.
- 2. The degree granting institution will use any course deemed appropriate including upper-level courses, to fulfill course requirements at the sole discretion of the degree granting institution.
- The degree granting institution may determine that a student is eligible for a degree granting institution award other than the intended program of study, based on courses completed and intended majors listed on the degree granting institution transcript.
- 4. Both the degree granting institutions and the host universities agree to develop, disseminate, and present the Reverse Transfer program information to students.
- 5. Transcripts and/or credentials will not be released for students with a financial hold at the degree granting institution or host university.
- 6. To earn a Pennsylvania's State System University degree, 30 of the last 45 credits must be completed at the Pennsylvania's State System University. In addition, students will take at least 50 percent of the credits required for the academic major from any Pennsylvania's State System University. The Pennsylvania's State System University may require up to a maximum of 50 percent of the academic major credits. This is in accordance with the Pennsylvania's State System of Higher Education's academic residency policy and related to its Board of Governors' policies.

E. Mutual Terms and Conditions

- 1. **Term of Agreement:** The term of this Agreement shall be five years from the date of execution.
- 2. **Termination of Agreement:** Either party may terminate this Agreement for any reason with 90 days' notice. In the event of a substantial breach, either party may terminate this agreement upon the occurrence of the breach by written notice that may be less than 90 days. In no event shall the termination of this Agreement by

- either party take effect before the end of a then current academic term or adversely impact any student who may be participating in the Reverse Transfer program by way of continuous enrollment already begun at the host university.
- 3. **Nondiscrimination:** The parties agree to continue their respective policies of nondiscrimination and related procedures to insure such 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 Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990.
- 4. Compliance with Laws and Policies: The parties shall at all times under this Agreement comply with all Federal, State and local laws, and respective institutional policies. To earn a Pennsylvania's State System University degree, 30 of the last 45 credits must be completed at a Pennsylvania's State System University. In addition, students will take at least 50 percent of the credits required for the academic major from a Pennsylvania's State System University. The degree-granting university may require up to a maximum of 50 percent of the academic major credits. This is in accordance with the Pennsylvania's State System of Higher Education's academic residency policy and related Board of Governors' policies.
- 5. **Interpretation of the Agreement:** The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- 6. **Modification of Agreement:** This Agreement shall only be modified in writing with the same formality as the original Agreement.
- 7. **Relationship of Parties:** The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- 8. **Liability:** Neither of the parties shall assume any liabilities to each other. As to liability to each other or 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 the Commonwealth'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 or of the Pennsylvania's State System of Higher Education or limit the immunity afforded to a Pennsylvania Community College under the Political Subdivision Tort Claims Act.
- 9. **Entire Agreement:** This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.
- 10. Confidentiality: The parties shall protect the confidentiality of student records as dictated by the Family Educational Records and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or dictated by the terms of this agreement.
- 11. Notification: Any institution may withdraw from the agreement upon written notification to the other participant. The registrar's offices at Pennsylvania's Community Colleges and the Pennsylvania's State System University Office of Undergraduate Admissions Transfer Services area serve as the official points of contact for this Agreement.
- 12. **No Waiver:** The failure to enforce or require the performance at any time of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions and shall not affect either the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

- 13. **Severability:** All agreements and covenants contained in this Agreement are severable, and in the event any of them are held to be invalid by any competent court, this Agreement will be interpreted as if invalid agreements or covenants were not contained in this Agreement.
- 14. **Authority:** The parties executing this Agreement represent and warrant to each other that they have the full right, power, capacity, and authority to execute and deliver this Agreement, and that they have duly and properly performed all acts required to authorize them to carry out this Agreement and the transactions contemplated by it.

F. Agreement Certification

In Witness Whereof, the authorized representatives of the parties have executed this Agreement as of the final date indicated below.

Presidents of Pennsylvania Community Colleges

	Chora. R
Dr. Quintin Bullock	Dr. Christopher Reber
President	President
Community College of Allegheny County	Community College of Beaver County
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Stephenie Skanblatt Dr. Stephanie Skanblatt	Dr. Nicholas Neupauer
President	President
Bucks County Community College	Butler County Community College
June S. Paker Dr. Jerome Parker	John Sygielski
President	President
Delaware County Community College	HACC, Central Pennsylvania's Community College
Mr. Thomas Leary President Luzerne County Community College	Dr. Ann Bieber President Lehigh Carbon Community College
Dr. James Linksz Interim President Montgomery County Community College	Dr. Mark Erickson President Northampton Community College
Dr. Walter Asonevich Prezident Pennsylvania Highlands Community College	Dr. Donald Generals President Community College of Philadelphia
Dr. Anna Weitz President Reading Area Community College	Dr. Tuesday Stanley President Westmoreland County Community College

Presidents of Pennsylvania's State System Universities

A STATE	Deralvare M Jones
Dr. David L. Soltz	Ms. Geraldine M. Jones
President	Interim President
Bloomsburg University of PA	California University of PA
Frank & Eque	Ka M. Wholey
Dr. Frank G. Pogue	Dr. Karen M. Whitney
Interim President	President
Cheyney University of PA	Clarion University of PA
Frank Stelle	David J. Werner
Dr. Marcia G. Welsh	Dr. David J. Werner
President	President
East Stroudsburg University of PA	Edinboro University of PA
Il Call	Kennett & Hawling
Dr. Michael A. Driscoll	Dr. Kenneth S. Hawkinson
President	President
Indiana University of PA	Kutztown University of PA
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Dr. Michael Fiorentino, Jr.	General Francis L. Hendricks
President	President
Lock Haven University of PA	Mansfield University of PA
2 M NOul	Deorge J: Houset
Dr. John M. Anderson	Dr. George Harpster
President	President
Millersyllle University of PA	Shippensburg University of PA
Chen/ White	IR Wenney &
Dr. Cheryl J. Norton	Dr. Greg R. Weisenstein
President	/ President
Slippery Rock University of PA	West Chester University of PA