

**The University of Baltimore BeeLine Program
in partnership with Hagerstown Community College**

Preamble

This agreement (the “Agreement”) is made this 13th of November, 2020 (“the Effective Date”) by and between The University of Baltimore (“UB”), a constituent institution of the University System of Maryland, and Hagerstown Community College (“HCC” or “the community college”), a Maryland community college located in Hagerstown, Maryland to formalize an agreement, to be called the **BeeLine Dual Admission Program**, which allows students to be dually admitted at both institutions. This program is intended to increase collegiate engagement, academic progress and success, and degree completion.

This agreement guides the responsibilities of both parties. Details about the program, including benefits, application process, and eligibility, are available on The University of Baltimore web site (www.ubalt.edu/beeline).

I. Responsibilities of the Parties

As part of this Agreement, the community college will:

- Promote the BeeLine program to prospective students via the web, print, electronically or social media, as able.
- Coordinate, with UB, trainings to educate faculty and staff about UB and the BeeLine Program.
- Assist in facilitating classroom presentations/visits by UB representatives for the purpose of presenting the program and UB academic program opportunities.
- Provide free space, from time to time, for UB staff and faculty to meet with prospective students, conduct pre-transfer advising, and host information sessions.
- Facilitate the exchange of transcripts, without a charge or fee, between the community college and UB for purposes of advising, transfer evaluation, and admission.
- Confirm enrollment of all BeeLine students on a semester basis subject to and in accordance with the Family Educational Rights and Privacy Act (FERPA) regulations.

As part of this Agreement, UB will:

- Provide BeeLine Applications at all transfer events and online.
- Establish a BeeLine web page (currently www.ubalt.edu/beeline) for specific program information and details.
- Work with students to apply, meet eligibility requirements, and utilize the BeeLine program.
- Share information with the community college on student enrollment patterns, retention, and success.
- Invite community college partners to UB Commencement to honor BeeLine students.
- Ensure that UB’s faculty and staff abide by the guidelines and procedures established by HCC while on HCC campus.
- Submit all space requests to HCC two weeks before the start of the semester (fall and spring) the granting of which to be in the discretion of HCC.

II. Term

The initial term of the Agreement shall be for a period of five (5) years, commencing on the Effective Date and ending on November 13, 2025, at the end of which the Agreement may be renewed for a period of time and subject to terms and conditions agreed to by the parties.

Either party may terminate this Agreement by providing ninety (90) days' written notice prior to the intended termination date to the other party. During the notice period the parties may discuss continuation of a formal relationship. If the Agreement is terminated, UB will honor students who are currently in the BeeLine Program and/or that have been admitted to UB at the time of termination. The parties shall meet, at least annually, to review changes in curriculum, programs and credential requirements for the purpose of determining whether or if the Agreement should be amended.

III. Program Administrators

The parties designate the following individuals to serve as administrators under this Agreement:

HCC Program Administrator	UB Program Administrator
Dr. C. David Warner Vice President Academic Affairs and Student Services cdwarner@hagerstowncc.edu 240-500-2231	Seth Marc Kamen Assistant Vice President skamen@ubalt.edu 410.837.5945

IV. FERPA

The parties will comply with all provisions of the federal Family Educational Rights and Privacy Act ("FERPA") in all disclosures of FERPA protected information between HCC and UB. For example, the parties may be able to share personally identifiable information from a student's record for purposes related to a student's enrollment or transfer, per 34 C.F.R §§ 99.31 (a)(2) and 99.34. Also consistent with FERPA, the parties shall use reasonable methods to ensure that they provide only those education records that are necessary to the purpose for the disclosure as permitted under FERPA. Nothing in this Agreement may be construed to allow the parties to maintain, use, disclose, or share student record information in a manner not allowed under applicable laws or regulations.

V. Publicity

Neither Party shall use directly or by implication the names, trademarks, logos, or trade dress of the other Party, nor any of the other Party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other Party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the express prior written permission of an authorized official of the other Party.

VI. Non-Discrimination

There shall be no discrimination on the basis of age, race, color, religion, sex, disability, gender identity, veteran status, sexual orientation, marital status, genetic information, national origin or any other legally protected status in either the selection of students for participation in the BeeLine Program, or as to any actions taken pursuant to this Agreement.

VII. Amendments

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

VIII. Non-Waiver

The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

IX. Severability

Each provision of this Agreement shall be deemed to be a separate, severable and independently enforceable provision. The invalidity of any provisions shall not cause the invalidity of the remaining provisions hereof.

X. Counterparts

This Agreement may be executed in counterparts and each counterpart shall be deemed an original.

XI. Applicable Law

This Agreement, and all claims arising out of or relating to this Agreement, whether sounding in contract, tort, or otherwise, shall be governed in all respects by the laws of the State of Maryland, without reference to its conflicts of laws rules. HCC and UB expressly consent and submit to the jurisdiction of either the Maryland State Courts or Federal Courts in Maryland.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed and delivered on the day and year indicated above.

DocuSigned by:
Dr. C. David Warner
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FOR HAGERSTOWN COMMUNITY COLLEGE
Dr. C. David Warner
Vice President Academic Affairs and Student Services

Date: 11/13/2020

DocuSigned by:
Catherine Andersen
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FOR THE UNIVERSITY OF BALTIMORE
Dr. Catherine Andersen
Interim Provost

Date: 11/13/2020
