

**BILATERAL AGREEMENT BETWEEN
FISK UNIVERSITY AND
PRINCE GEORGES COMMUNITY COLLEGE**

THIS BILATERAL AGREEMENT (hereinafter "Agreement") is entered into by and between FISK UNIVERSITY, hereinafter "FISK" and PRINCE GEORGES COMMUNITY COLLEGE, hereinafter "the College".

PURPOSE

Whereas we define Bilateral Agreement as an agreement where one university and one community college join in collaborative efforts to facilitate the transfer of students from a specific AA and AS degree program to a specific baccalaureate degree program;

Whereas this Agreement is not to be considered as a contract creating legal and financial obligations between FISK and the College; however, Prince Georges Community College students who will apply for this transfer program will benefit from priority in the admission process and their admission fee will be waived.

Whereas FISK was approved by the Southern Association of Colleges and Schools (SACS) to offer 50% or more of an undergraduate degree program in 2020 reaffirmation of accreditation off-site and Prince Georges Community College is accredited is accredited by the Middle States Commission on Higher Education (MSCHE), which is a regional accreditation agency recognized by the United States Department of Education and the Council for Higher Education Accreditation.

Whereas FISK, in compliance with the SACS policy on substantive change procedures for initiating a degree completion program at a new off-campus site (previously approved program) and for "expanding program offerings at previously approved off-campus sites that are not significantly different from current programs at the site," FISK intends to notify the Commission, prior to implementation , in accord with current policies and guidelines approved by the Southern Association of Colleges and Schools.

Whereas this Agreement shall be designated to facilitate and develop genuine and mutually beneficial degree programs between FISK and the College;

The purpose of this Agreement is to delineate and clarify the roles and responsibilities of FISK and the College regarding FISK's desire to pursue transfer the following baccalaureate degree programs for holders of an Associate's in Arts, Associates in Science Degree of:

1. Biology,
2. Business Administration,
3. Computer Science,
4. Psychology, and
5. Sociology.

I. SCOPE OF AUTHORITY

Except as otherwise expressly and specifically provided in this Agreement, neither party shall have any authority to act for, or to assume any obligation or responsibility on behalf of, the other party.

II. STUDENT REQUIREMENTS

- A. Students must complete the admission application for FISK and the College;
- B. Students must meet the academic requirements/pre-requisites for courses as necessitated by FISK and Prince Georges Community College, including, but not limited to: assuring that students have met all prerequisites, including GPA, criminal background clearance and complete admission application prior to the beginning of the placement;
- C. Students accepted to either program shall pay tuition and/or students' financial aid qualifications/scholarship shall be accepted for payment when available;
- D. Students will complete a minimum of 54 credit hours to complete the undergraduate degree program¹. See Appendix A for the course transfer equivalency,

III. INSTITUTIONAL POLICY

- A. FISK will withdraw applications of students who have not met the above prerequisites;
- B. Tuition costs are subject to annual adjustment, as determined by FISK;
- C. In cases where the number of students does not meet minimum class enrollment, FISK reserves the right to cancel the course;
- D. Classes for the proposed degree programs will be offered in either traditional, hybrid, or digital format (at the discretion of FISK);
- E. Prince Georges Community College students who enroll in FISK's undergraduate degree programs will master the same learning outcomes as students currently enrolled in FISK's on-campus programs in each respective discipline.
- F. Prince Georges Community College will provide classroom space at a rate to be determined by Prince Georges Community College;
- G. Each degree program will be offered in a cohort format;
- H. Courses will be offered in accelerated format of eight weeks; (accelerated cohorts are exclusive to community college transfer students) *
- I. Three credit hour courses will meet 32 contact hours instead of the traditional 45 hours (the remaining 13 contact hours will be conducted as self-study/reflection) **

¹Credit hours needed to complete the degree program may be higher depending on the student's educational background.

*In certain cases, traditional 15 week courses may be offered.

**In certain cases, 15 week courses may be offered. Each 15-week course meets 45 contact hours.

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J. Students will complete a minimum of 54 credit hours to complete the undergraduate degree program;

K. FISK and Prince Georges Community College shall ensure the student receives a thorough orientation of each university; and

L. FISK and Prince Georges Community College shall assign staff member(s) and student(s) as points of contact for the student.

IV. INTELLECTUAL PROPERTY

Any use of the names “Fisk University” or “Prince Georges Community College”, including any of its constituent schools, departments, program s, or logos, shall be subject to prior written approval.

V. STUDENT AND STAFF CONFIDENTIALITY

FISK and the College each agree to maintain the confidential and exempt status of any Social Security number information, and that they will not re-disclose personally identifiable information pursuant to Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA)

VII. ADMINISTRATION

The administration of this Agreement shall be the responsibility of the Chief Academic Officer/Provost at FISK and the Vice President of Instruction at Prince Georges Community College.

VIII. RELATIONSHIP AND DISPUTE RESOLUTION

This Agreement shall not be construed as creating a relationship of partners, brokers, employees, servants, joint ventures or agents between the parties. The parties to this Agreement are acting as independent participants and shall cooperate mutually to resolve any dispute or misunderstanding through collaboration and discussion. If a mutually agreed upon resolution does not occur, this Agreement shall be governed by the laws of the State of Tennessee, excluding its conflict of laws principle s. Each party expressly agrees to be subject to the jurisdiction of the Courts of the State of Tennessee should litigation arise between the two parties.

IX. DURATION

A. This Agreement is effective for five years, starting from the date it is executed, after which it will be re-evaluated by both parties for renewal, amendment or termination.

B. Both parties have the right to terminate this Agreement at any time during its duration by providing two (2) months advanced written notice. Notwithstanding the foregoing, in case of termination as above provided, FISK and the College shall continue their obligation to those students already enrolled, until those students have completed their training.

C. This Agreement may be revised through mutual, written Agreement by both institutions upon giving fifteen (15) days written notice signed by the presiding officer of the notifying party.

X. ESTIMATED TIMELINE

- August 2021 Program Launches

XI. FORCE MAJEURE

If either party's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, or act of God, or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency, the affected party shall be excused from performance of this Agreement.

XII. ANNUAL REVIEW

This Agreement shall be reviewed annually by the parties to determine if it needs to be modified and whether or not it will be continued without modification for the ensuing year.

XIII. ENTIRE UNDERSTANDING

This Articulation Agreement contains the entire understandings between the parties and may be amended at any time by mutual written Agreement.

IN AGREEMENT to the foregoing, the parties, or their authorized representative, hereby affix their signatures in duplicate (2) original counterparts.

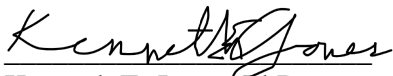
For Fisk University:



Vann R. Newkirk, PhD
President
Fisk University

Date: 02/23/2021

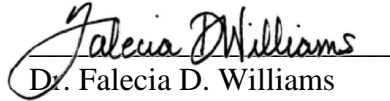
For Fisk University:



Kenneth E. Jones, PhD
Interim Provost/Vice President Academic Affairs
Fisk University

Date: 02/23/2021


For Prince Georges Community College:



Dr. Falecia D. Williams
President
Prince George's Community College

Date: 02/22/2021

For Prince Georges Community College:



Clayton A. Railey, III
Executive r. Cl
Vice President and Provost
Prince George's Community College

Date: 2/19/21