

MEMORANDUM OF UNDERSTANDING

between

Prince George's Community College

and

the University of Maryland, College Park

Preamble

This Memorandum of Understanding (“MOU”) between Prince George's Community College (“PGCC”), a public community college located at 301 Largo Rd, Largo, MD 20774, and the University of Maryland, College Park (“UMD”), a public agency and instrumentality of the State of Maryland, located at College Park, Maryland 20742, establishes the terms and conditions for the UMD Pre-Transfer Advising (PTA) program at PGCC’s campus to provide academic advising for students who are considering transfer to UMD. PGCC and UMD are each individually a “Party” hereto and are collectively the “Parties”.

Efforts:

The UMD Pre-Transfer Advising Program Manager for PGCC will advise PGCC students on courses to take that will transfer to UMD, assist students toward successful completion of a bachelor's degree major, and provide information on the transfer process.

- I. UMD and UMD Program Manager Duties:
 - A. UMD will hire the UMD Program Manager. UMD will share information about the final candidates with the Program Director of Academic Transfer Advising & Campus Partnerships for PGCC before making the final hiring decision.
 - B. The UMD Pre-Transfer Advising Program will supervise the UMD Program Manager for PGCC and receive and address any personnel issues that may violate PGCC policy.
 - C. The UMD Program Manager will work at all PGCC campuses and centers.
 - D. The UMD Program Manager will participate in all relevant PGCC advising staff meetings and training sessions.

- E. The UMD Program Manager will have access to student academic and enrollment records in accordance with the terms of Section V. (I.) of this MOU.
- F. The UMD Program Manager will attend weekly staff meetings at UMD.
- G. The UMD Program Manager will not provide admissions decisions for PGCC students.
- H. The UMD Program Manager will visit the University Town Center and Laurel College Center regularly. A monthly schedule will be provided to the Program Director of Academic Transfer Advising & Campus Partnerships, so all campuses are informed.
- I. The UMD Program Manager will be personally accountable for complying with all PGCC policies and regulations about their interaction with students and employees, physical presence on the campuses, and safety and security.
- J. UMD must provide annual data to include PGCC transfer success rates and completion rates for all PGCC Transfer students.
- K. The UMD Program Manager will also provide monthly student contact numbers to include; student name, ID number, phone number and major.
- L. The UMD Program Manager will also facilitate regular student satisfaction surveys.

II. PGCC Duties:

- A. PGCC will provide the UMD Program Manager with a designated space to work on the PGCC campuses, at no cost to UMD or the UMD Program Manager (to include, at a minimum, a desk, two chairs, a phone, a computer).
- B. The Program Director of Academic Transfer & Campus Partnerships at PGCC will communicate any concerns to the staff of the UMD Pre-Transfer Advising Program.
- C. A report of all students who were advised about the possibility of transferring before degree completion will be provided to the Program Director of Academic Transfer & Campus Partnerships.
- D. The Program Director of Academic Transfer & Campus Partnerships will provide scheduling links for student appointments and any necessary information to share with the Largo campus and extension centers.

- E. PGCC will provide the safety and security of the UMD Pre-Transfer Program Manager. At the same time, that person is present at PGCC as a UMD transfer partner in the same manner that UMD provides for the safety of its employees, staff, and guests on campus.

III. General Oversight of this MOU: The Executive Vice /Legal

Counsel (through the Office of Transfer Services) at PGCC and the Senior Vice President and Provost at UMD, will provide general oversight of this MOU.

IV. Term and Termination

- A. This agreement shall commence on the date of the last signature below and will expire five years after that.
- B. The Parties may extend or renew this MOU through a mutually signed written amendment.
- C. The Parties will review activities and funding under this MOU on an annual basis and make necessary modifications to the MOU.
- D. Either Party may terminate this MOU upon thirty (30) days prior written notice to the other Party.

V. General

A. Independent Contractor Status

The Parties acknowledge that they are independent contractors, and neither is the other's agent, employer, or servant. This MOU shall not be construed as establishing a partnership, joint venture, or similar relationship between the Parties. At all times during the term of this MOU, the UMD Pre-Transfer Advising Program Manager shall be an employee of UMD and shall not be entitled to any PGCC employee rights or benefits including, but not limited to, workers' compensation, salary, leave, or other benefits or forms of compensation. Neither Party shall have any authority to act for or bind the other Party in any way or to represent that it has such jurisdiction.

B. Point-of-Contact

The PGCC and UMD employee(s) listed below will be the contact points for matters related to this MOU.

PGCC POC:	PGCC POC Address:	PGCC POC Email:
Dr. Kyle Turman Director Academic Transfer and Partnerships	301 Largo Rd Largo, MD	Turmankx@pgcc.edu
UMD POC	UMD POC Address	UMD POC Email
Leah Howell, Assistant Director, Pre-Transfer Advising	0110 Hornbake Library College Park, MD 20742	lhowell@umd.edu

C. Volunteer Process and Background Checks

UMD shall make known to its employees, contractors, and volunteers providing direct services to PGCC students according to this MOU (“College Personnel”) the PGCC’s Volunteer Process Procedure, including, but not limited to, PGCC’s requirement that said College Personnel submit to and pass a PGCC-administered background screening and fingerprinting check. UMD acknowledges that no Pre-Transfer Advising Program Manager will be allowed to interact directly with PGCC students under this MOU until PGCC has notified that individual that they have cleared the PGCC clearance process. UMD and PGCC will collaborate to ensure that a roster of college personnel is provided to PGCC in advance so that the clearance process may be administered before the beginning of the Program. UMD will notify the PGCC point of contact in the “Notices” section of any new College Personnel intending to provide direct services to PGCC students under this MOU so that PGCC may administer its clearance process.

D. Assumption of Risk and Indemnification

To the extent allowed by the laws of the State of Maryland and the opinions of the State Attorney General, UMD hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes on PGCC property at any time during the term of this MOU or any extension hereof shall be at the sole risk and hazard of UMD, with the exception of damages or injury suffered by UMD while on PGCC property pursuant to this MOU caused by the negligence or intentional misconduct of PGCC employees. UMD’s liability under this paragraph shall not be greater than the liability that might be determined under the Maryland Tort Claims

Act, Section 12-101 et seq. of the State Government Article, Maryland Annotated Code (the "Act"), if the claim had been asserted against UMD directly pursuant to the Act.

E. Non-discrimination

UMD and PGCC agree to make no distinction among the participants, students, or employees whom the MOU covers based on age, sex, sexual orientation, gender identity or expression, race, color, religious belief, ancestry or national origin, marital status, status as a qualified individual with a physical or mental disability or handicap or as a disabled veteran, genetic information, political affiliation, or any other classification prohibited under applicable Maryland law.

F. Governing Law

This Memorandum of Understanding shall be governed by and construed under the laws of the State of Maryland without reference to its conflicts of laws principles.

G. Notices

All notices under this MOU must be in email form as follows:

H. Compensation

There shall be no monetary consideration paid to either Party; it is acknowledged that this MOU is mutually beneficial. The Parties shall cooperate in performing their obligations under this MOU in a manner that will tend to maximize the mutual benefits provided to UMD and to PGCC.

I. Student Records/Information

Notwithstanding any other provision of this MOU, all information relating to student educational records shall be treated by the appropriate Maryland laws, including the Maryland Public Information Act and the Family Educational Rights and Privacy Act (FERPA). For clarification, PGCC is not obligated to directly provide UMD with any personally identifiable information (PII) from any FERPA-protected educational records regarding PGCC students. PGCC students who choose to participate in the Program will provide any requested information directly to the UMD transfer partner. Where permitted under FERPA, PGCC may elect to provide UMD with directory information on graduating students to assist UMD recruitment efforts.

J. Use of Name, Marks, Logos, Etc.

Except as explicitly authorized in this MOU, neither Party shall use i) the name or identifying marks of the other or ii) the name or likeness of an employee or officer of the other in connection with any product, service, promotion, news release or other publicity without the prior written permission of the other Party.

K. Assignment

This MOU shall not be assigned or transferred by either Party.

L. Entire Agreement

This MOU represents the Parties' understanding of the subject matter and supersedes all prior MOUs, agreements, and contracts concerning the subject matter addressed herein.

M. Amendments and Modifications

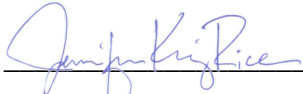
This MOU may be amended or modified only upon prior written agreement of the Parties.

N. Authority

The individuals executing this MOU represent that they are duly authorized and empowered to do so.

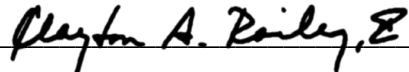
Witness of which the Parties Have Signed and Sealed this MOU as of the date written below:

UNIVERSITY OF MARYLAND, COLLEGE PARK

Signature: 

Dr. Jennifer King Rice, Senior Vice President and Provost

Date: May 15, 2024

Signature: 

Dr. Clayton A. Railey III, Executive Vice President and Provost for Teaching
Learning and Student Success

Date: 4/23/2024