

**REVERSE TRANSFER AGREEMENT
BETWEEN
WESTMORELAND COUNTY COMMUNITY COLLEGE
AND
SAINT VINCENT COLLEGE**

THIS REVERSE TRANSFER AGREEMENT, dated the 26 day of March 2015, is made by and between, Westmoreland County Community College, located at Pavilion Lane, Youngwood, PA 15697, hereinafter called "WCCC", and Saint Vincent College, located at 300 Fraser Purchase Road, Latrobe, Pennsylvania, hereinafter called "SVC".

The intent of this Agreement is to support the student who earned college-level credits towards an associate degree while enrolled at WCCC but did not complete sufficient credits to earn their community college certificate, diploma or (associate) degree. This Agreement is designed to allow these students to transfer their credits earned at SVC to WCCC and provide them the opportunity to complete their community college diploma or (associate) degree concurrent with their enrollment at SVC.

Provisions of the Agreement

To be eligible for the reverse transfer program, students transferring to SVC must meet the following criteria:

- Transferred to SVC with WCCC as the last school attended;
- Have earned a minimum of 15 credits (excluding developmental courses) in residence at WCCC;
- Have earned a minimum 2.00 GPA in program courses while attending WCCC;
- Attended WCCC within the last five years.

To be eligible to complete a diploma or associate degree under the reverse transfer program, the WCCC student will complete and sign the Reverse Transfer Credit Release Form, Appendix A, which includes a FERPA statement.

If an "opt in/opt out" check box for reverse transfer disclosure appears on the application, the overall application signature is sufficient to demonstrate agreement for disclosure; otherwise, a separate signature by the student is required indicating that the applicant agrees specifically to the reverse transfer disclosure under FERPA.

If the student subsequently cancels the authorization for SVC to send transcripts to WCCC pursuant to completing the Reverse Transfer Credit Release Form, then the student is no longer eligible to

receive an associate degree or diploma by reverse transfer. WCCC will also encourage participating students to sign an authorization form allowing academic and advising staff at WCCC and SVC to exchange student information for the purpose of enhancing academic advisement of the student.

Four-Year Institution Responsibility

- To identify the student's eligibility for reverse transfer and inform the Community College of the student's desire to participate in the program.
- Will send a transcript, including student contact information, to WCCC following the participating transfer student's attainment of a cumulative total of 30 credits (including transfer and SVC credits) posted to their SVC transcript and at the end of each semester thereafter while the transfer student continues to participate in the program.
- Will waive the transcript fee when transcripts are sent in conjunction with this Agreement.
- "Opt-out" student monitoring and reporting.
- Will track reverse transfer participants at the end of the fall and spring semesters and the degrees conferred at both institutions.

Two-year Institution Responsibility

- Responsible for reviewing the eligible student's records and in awarding a certificate, diploma or degree.
- Will not charge the student a graduation or transcript fee as part of this Agreement.
- Submit a final transcript noting conferment to the four-year host institution each semester so the student can be removed from future transmissions.
- Provide any notifications and/or updates to the reverse transfer student.

General Provisions

- Upon completion of credits needed for reverse transfer and associate degree or diploma conferral by WCCC, participants must have a minimum grade point average of 2.00, both at SVC and at WCCC.
- WCCC will accept letter grades of C or higher and P (passing grade for credit) for reverse transfer credit consideration, including Prior Learning Assessment (PLA) credits earned to fulfill requirements unless otherwise noted in degree or diploma requirements.
- WCCC will use upper-level courses to fulfill WCCC course requirements when applicable, if an appropriate transfer credit equivalency exists, at WCCC's sole discretion.
- WCCC may determine if a student is eligible for a WCCC associate degree or diploma in a program other than the intended program of study, based on courses completed and intended majors listed on the SVC transcript.
- Both institutions will develop, disseminate and present the reverse transfer program information to students.
- Transcripts will not be issued for any student with a financial hold at SVC.

I. Mutual Terms and Conditions

- a. *Term of Agreement.* The term of this Agreement shall be five years from the date of execution. This Agreement may not exceed a period of five years at which time it will be reviewed.
- b. *Termination of Agreement.* Either party may terminate this Agreement for any reason with a ninety (90) day 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 SVC.
- c. *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.
- d. *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 Saint Vincent College degree, the last 24 credits must be taken at SVC.
- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *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.
- h. *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.
- i. *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.

j. *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.

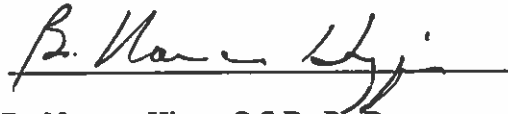
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the final date indicated below.

Westmoreland County Community College:

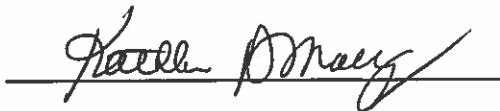
Saint Vincent College:



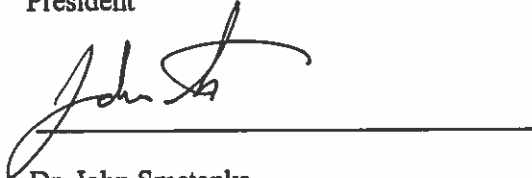
Dr. Tuesday L. Stanley
President



Br. Norman Hipps, O.S.B., Ph.D.
President



Dr. Kathleen Malloy
Acting Vice President of Academic Affairs
and Student Services



Dr. John Smetanka
Vice President for Academic Affairs
and Academic Dean

APPENDIX A

Reverse Transfer Credit Agreement Release Form

Please complete, sign and mail, email, or fax this release form to:

Saint Vincent College
Office of Admission and Financial Aid
300 Fraser Purchase Road
Latrobe, PA 15650
FAX: 724-805-2507 email: scan and send as a PDF attachment to *admission@stvincent.edu*

Date of Birth: _____ SVC Student ID# _____

Full, Legal Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email Address: _____

Community College Enrollment date: Start Date (sem/yr): _____

Last Enrolled (sem/yr): _____

FERPA Statement: Under the Family Educational Rights and Privacy Act (FERPA) of 1974, and as amended, I understand that my educational records cannot be released without my written permission. I therefore authorize the release of my education records from SVC to WCCC in order to share educational records between the two institutions without violation of FERPA. I understand that this release agreement will be in effect as long as I am participating in the reverse transfer program between SVC and WCCC and I have the right to rescind this release agreement at any time by notifying the Registrar at SVC.

My signature below is agreement that:

- ✓ I understand the FERPA statement and agree to my student records being shared between SVC and WCCC for the purpose of credit evaluation to determine the awarding of an Associate Degree from WCCC Community College.
- ✓ If applicable, an appropriate Associate Degree will be awarded based on my records, requirements of the degree, and credits earned. If I have completed the requirements of any degree program at WCCC, I will be awarded the degree. In some cases the awarded Associate Degree may not be the degree I declared that I was pursuing while a student at WCCC.
- ✓ If it is appropriate to award an Associate Degree, my signature below gives permission to WCCC to award the degree and notify me of the results without further intervention on my part.

STUDENT SIGNATURE: _____ DATE: _____