



## ACADEMIC PARTNERSHIP AGREEMENT

between

**EXCELSIOR UNIVERSITY and**

**SUNY BROOME**

THIS AGREEMENT is made as of the 22<sup>nd</sup> day of April 2025, by and between Excelsior University, a not-for-profit education corporation organized and operating under the laws of the State of New York, having its principal office located at 7 Columbia Circle, Albany, New York 12203 (hereafter referred to as “Excelsior”), and SUNY Broome, an education corporation organized and operating under the laws of the State of New York, having its principal office located at 907 Front Street, Binghamton, NY 13902 (hereafter referred to as “Partner”).

### **Benefits Offered by Excelsior:**

1. Excelsior will provide Partner associate degree graduates, Partner certificate earners, Partner employees, and the child and spouse/domestic partner of a Partner employee (hereafter referred to as “Partner Participants”) who enroll in Excelsior, after the effective date of this Agreement, and who commit to completing a minimum of fifteen (15) Excelsior course credits prior to completion of an Excelsior degree program with a special discount from its stated fees and tuition, consistent with the pricing schedules, accessible through Excelsior’s Academic Partner website. For more information, visit <https://www.excelsior.edu/partners/academic/>.
2. Tuition and fees are subject to change at the sole discretion of Excelsior. Excelsior will provide Partner with thirty (30) days of written notice prior to the effective date of any changes to the tuition and fee rates detailed on the aforementioned link.
3. Excelsior’s Tuition Deferral Plan is available for Partner Participants whose employer offers to repay some or all their tuition. To be eligible to participate in this offer, the student’s account must be in good standing with Excelsior. For more information, visit <https://www.excelsior.edu/partners/tuition-deferral>.
4. Excelsior will offer eligible Partner Participants the ability to maximize their transfer credits by participating in a concurrent enrollment program.
  - a. Concurrent enrollment programs promote cost savings to partner students, provide a bypass to the post admission credit evaluation service, provide dedicated academic advising, and provide prescribed pathways.
    - i. Concurrent enrollment programs offered through this Agreement include:
      1. 3 + 1 Bachelor’s Completion Program – requires completion of a minimum of nineteen (19) Excelsior course credits.
      2. Concurrent Nursing Enrollment – requires completion of a minimum of thirtyfour (34) Excelsior course credits.
5. Excelsior will provide potential transfer pathways based upon Partners’ current program offerings. (See Appendix A)
6. Transfer guidelines and degree program requirement documents will be made available to the Partner.
7. Partner Participants will be admitted to Excelsior according to the terms in this Agreement and the policies in place at the time of admission.



- a. To be admitted into an Excelsior degree program under this Agreement, a Partner Participant must provide documentation as outlined in Appendix B.
8. A dedicated Excelsior contact will be identified and shared with Partner for communication purposes such as strategy, marketing initiatives, reporting, and overall account management for the partnership.
9. A dedicated Partnership Admissions Counselor will work with applying Partner Participants to assist with the application process.
10. Partner Participants are eligible to receive personalized transfer evaluations demonstrating previously earned credits at Partner and other institutions to be transferred to Excelsior.
11. Subject to Partner's policies and discretion, Excelsior will provide marketing materials to Partner to support internal promotion of partnership benefits.

#### **Partner Contributions:**

1. Subject to the Partner's policies and discretion, Partner will work with Excelsior to communicate the benefits of this Agreement to Partner frequently about the educational opportunities available at Excelsior to Partner Participants.
2. Subject to the Partner's policies and discretion, Partner will facilitate introductions to Excelsior staff to build mutually beneficial relationships.
3. Subject to the Partner's policies and discretion, Partner will facilitate introductions to Excelsior staff for further exploration, understanding and collaboration on the workforce development needs of the Partner's surrounding community and pathways to meet needs.
4. Provide a dedicated contact point person for regular communication and exchange of information that is necessary to the success of the partnership.
5. Partner Participants must provide proper verification of Partner relationship for the purpose of receiving tuition discounts on undergraduate and graduate degrees and certificates.

#### **Marketing and Outreach:**

1. Excelsior and Partner will identify a dedicated point person for strategic planning purposes. In addition, team members will be added as needed for degree program knowledge and support to aide in collaborative outreach and communication efforts.
2. In collaboration with Partner, Excelsior will support outreach and promotional efforts to help disseminate collaborative messaging and content that may be distributed through social media outlets (LinkedIn, Facebook, Instagram, YouTube), electronic or print publications, joint informational webinars with academic approval, and similar strategies. Examples include, but are not limited to:
  - a. Excelsior will dedicate a landing page on their website to promote the partnership.
  - b. Excelsior will share content with Partner to place on their website which links prospective students directly to the Excelsior landing page for tracking and outreach purposes.
  - c. Excelsior will collaborate with Partner for outreach to Partner students and Partner graduates. The goal of the outreach is to provide transfer information and benefits.

**General Terms:**

1. Upon transferring to Excelsior, each Partner Participant will meet the application and academic requirements of his or her chosen degree by:
  - a. Providing documentation for the purpose of verifying the relationship of the Partner Participant to the Partner enabling the Partner Participant to receive partnership benefits. (See Appendix B)
  - b. Completing coursework with Excelsior or through transfer from an Excelsior recognized source of credit. Excelsior student policies regarding transfer credit can be found by visiting <https://www.excelsior.edu/time-limit-on-transfer-credits>. For more information about submitting official transcripts, visit <https://www.excelsior.edu/admissions/transcripts-and-documents/>.
  - c. Completing Excelsior University's degree and program credit requirements.
2. At the time a Partner Participant seeks enrollment at Excelsior, all Excelsior standards for admission as well as all other student policies published at the time will apply. This includes policies governing the recognition of transfer credits.
3. Federal financial aid consortium agreements enable enrolled Excelsior degree-seeking students to participate in financial aid programs while concurrently attending Excelsior (Parent Institution) and another accredited higher education institution (Non-Parent Institution). Students must be enrolled in a minimum of three (3) credit hours both at Excelsior and the Non-Parent Institution per term (total of six (6) credit hours per term). This Agreement does not guarantee an increase in the amount of financial aid a student is eligible to receive. Excelsior and/or Non-Parent Institution reserve the right to decline a student's request for a consortium agreement if, in the opinion of either institution's Financial Aid Office (FAO), the consortium agreement would be administratively prohibitive. For more information visit, <https://www.excelsior.edu/costs-and-financing/financial-aid/federal>.
4. Excelsior will provide Partner with a depiction of its logo and approved text, Partner is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Excelsior in writing. Likewise, Partner will provide Excelsior with a depiction of its logo, and Excelsior is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by Partner. Neither party shall use or display any trademark, trade name, service mark or other intellectual property of the other party without the prior written approval of that party. The text of all references by either party to the other party in any medium, whether print, electronic or otherwise, will require the prior written approval of the other party.
5. This Agreement may be terminated by either party upon not less than sixty (60) days written notice to the other party.
6. The parties acknowledge the existence of a confidential relationship between them. To conduct the purposes of this Agreement, the parties may exchange or otherwise access or come into possession of the other party's confidential business and student information. The parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be always maintained in strictly secure conditions. Each party hereto further agrees to make no other use of the other party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both parties understand and agree to abide by the requirements of the Family



Educational Rights and Privacy Act (FERPA), 20 USC 1232g and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

7. Each party hereto agrees to indemnify the other, and its trustees, officers, employees and agents and shall defend and hold each other harmless from and against any and all actions, claims, lawsuits, proceedings, demands, damages, judgments, liabilities, losses, penalties, fines, costs, settlements or expenses, including reasonable attorneys' fees and other litigation expenses incurred by any indemnitee, arising from or occurring as a result of a claim brought by a third party arising through the fault, negligence, willful misconduct or other wrongdoing of the indemnitor.
8. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of New York without regard to any conflicts of law principles.
9. This Agreement constitutes the entire Agreement between the parties hereto regarding the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
10. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
11. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by either party, and either party shall be free to reinstate such term and condition without notice.
12. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto executed in this Agreement effective on the date indicated above.

**EXCELSIOR UNIVERSITY**

*Richard A. Hannmann*

Signature

Name: Richard Hannmann

Title: Chief Financial Officer

Date: April 22, 2025

**PARTNER**

*Tony D. Hawkins*

Signature

Name: Dr. Tony D. Hawkins

Title: President

Date: 5/23/25

Signature

Name: Dr. Penny Kelly

Title: Vice President of Academic Affairs

Date: 5/23/25

### Excelsior University Transfer Pathways

Excelsior University is committed to providing transfer pathways to students looking to progress from a 2-year to 4-year degree. Each student will be reviewed individually to identify transferability of approved outside sources of credit as it relates to an Excelsior degree program. Transferability of credit at Excelsior will be based upon the following:

- Transfer policies in effect at the time a student is admitted.
- Curriculum requirements in effect at the time a student is admitted.
- The final grade a student receives on outside sources of credit.
- The program a student applies to.
- The outside sources of credit a student has completed and how those credits apply to the selected program of student and degree requirements.

#### **PARTNER – EXCELSIOR UNIVERSITY PATHWAYS:**

Below please find details on the transfer pathways Excelsior offers based upon current Partners program offerings. Partner programs not included below may not have a direct transfer pathway based upon Excelsior's current programs of study. This **does not** mean a student may not transfer into an Excelsior degree program, but it may mean transferability of credit may not be maximized.

<b>Partner Program</b>	<b>Excelsior Program</b>
A.S. Accounting	B.S. Business – General Accounting; B.P.S. Business and Management
A.S. Business: Business Administration	B.S. Business; B.P.S. Business and Management
A.A.S. Business: Marketing, Management & Sales	B.S. Business - Marketing; B.P.S. Business and Management
A.S. Computer Science	B.S. Computer Science
A.A.S. Criminal Justice	B.S. Criminal Justice
A.A.S. Electrical Engineering Technology	B.S. Electrical Engineering Technology
A.S. Health Sciences	B.S. Health Sciences
A.A.S. Health Studies	B.S. Health Sciences
A.A. Liberal Arts and Sciences	B.S. Liberal Arts
A.A.S. Mechanical Engineering Technology	B.S. Mechanical Engineering Technology
A.A.S. Nursing & Nursing: Evening-Weekend	B.S. Nursing ; RN – M.S. Nursing

**NOTE:** Through Excelsior's partnership program, students are welcome to apply to and enroll in any available degree program but should note that transferability of credit may fluctuate based upon the selected degree program and outside sources of credit completed.



## EXCELSIOR UNIVERSITY TRANSFER GUIDELINES

Students come to Excelsior University specifically because of its generous transfer credit policies.

Students are encouraged to check the Transfer Credit Guidelines to see if already earned credits may apply to a desired program of study (<https://www.excelsior.edu/start-with-more-credit/transfer-more-credits/transfer-creditguidelines/>).

Excelsior partnership admissions counselors or partnership account managers may assist with questions and inquiries about incoming credits.

Partnership Admissions Counselors: (844) 843-9296

To obtain contact information for the partnership account manager, students are encouraged to visit the appropriate [partnership page](#) on the Excelsior website.

### TRANSFER CREDITS FOR COURSES, TRAINING, CERTIFICATIONS, AND EXAMS:

Students may save on tuition and finish a program sooner by transferring more credits from past coursework, trainings, certifications, or college-level exams (<https://www.excelsior.edu/start-with-more-credit/transfer-morecredits/>).

Credit may be awarded for a variety of approved previous learning accomplishments, from courses and college-level exams to professional and military training, health care credentials, and industry certifications. To learn more, visit <https://www.excelsior.edu/start-with-more-credit/>.

### Partnership Verification: Academic Partners

All Partner graduates, certificate earners, employees, child of an employee, and the spouse/domestic partner of an employee will be required to submit verification during the application process to be coded appropriately for receiving partnership benefits.

#### DETAILS

All documentation must include the student's name and at least two other forms of identifiable information, such as mailing address, date of birth, or email address, so that an Excelsior staff member identifies the correct student account and marks the partnership student account as verified. All documentation must be submitted to [application@excelsior.edu](mailto:application@excelsior.edu).

Below are the documents needed to verify eligibility for partnership benefits by a Partner Participant.

Partner Participant	Description	Required Documents
Graduate	Person who can verify they have earned an associate degree from partner institution.	Submission of official transcript from Partner institution showing completion of an associate degree or diploma (nursing school).
Certificate Earner	Person who can verify they have earned a certificate from partner institution.	Submission of official transcript from Partner institution showing completion of a certificate.
Employee	Person who can verify they are a faculty or staff member and currently employed by Partner.	Submission of <b>ONE</b> of the following: <ul style="list-style-type: none"> <li>A recent payroll stub, with sensitive information redacted and within two months of the Excelsior application date.</li> <li>A letter on partner/company letterhead from partner contact or supervisor of applying student stating the employee is in good standing. If letter is from supervisor, the letter must state as such.</li> </ul>
Child (Employee)	<p>Person who can verify they are the child of a current Partner employee.</p> <p>Excelsior University defines a child as biological, step, adopted, or foster child who has earned a high school diploma or equivalent and meets the eligibility requirements for admission into a degree program.</p>	<p>Based upon child definition, submission of <b>ONE</b> Of the following:</p> <ul style="list-style-type: none"> <li>Biological Child – A copy of the original birth certificate with employee of Partner listed. If employee of Partner is not named on birth certificate, or birth certificate is not accessible, a copy of a notarized letter or copy of affidavit from the mother, legal guardian, or relative defining the relationship between the child and employee of Partner.</li> <li>Stepchild – A copy of the original marriage certificate with employee of Partner named on the certificate.</li> <li>Adopted or Foster Child – A copy of official court paperwork defining the relationship between the child and the employee of Partner.</li> </ul> <p>In addition, provide <b>ONE</b> of the following showing the biological parent, stepparent, foster parent, or legal guardian is a current employee of Partner.</p>

		<ul style="list-style-type: none"> <li>• A recent payroll stub, with sensitive information redacted and within two months of the Excelsior application date.</li> <li>• A letter on partner/company letterhead from partner contact or supervisor of applying student stating the employee is in good standing. If letter is from supervisor, the letter must state as such.</li> </ul>
Spouse/Domestic Partner (Employee)	Person who can verify they are the spouse/domestic partner of a current Partner employee.	<p>Submission of the following:</p> <ul style="list-style-type: none"> <li>• A recent payroll stub, with sensitive information redacted and within two months of the Excelsior application date.</li> <li>• A scanned image of the spouse/domestic partners own state or government issued identification sharing the same address as employee of Academic partner.</li> </ul>