



**ACADEMIC PARTNERSHIP AGREEMENT**  
**between**  
**EXCELSIOR UNIVERSITY**  
**and**  
**HERKIMER COLLEGE**

THIS AGREEMENT is made as of the 11th day of December, 2024, 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 Herkimer College, an education corporation organized and operating under the laws of the State of New York, having its principal office located at 100 Reservoir Road, Herkimer, NY 13350 (hereafter referred to as "Partner").

**Benefits Offered by Excelsior:**

1. Excelsior will provide Partner graduates and Partner employees, 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 partnership students 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 graduates and employees of Partner the ability to maximize their transfer credits by participating in a dual enrollment program.
  - a. Dual enrollment programs promote cost savings to partner students, provide a post admission credit evaluation service waiver, provide dedicated academic advising, and provide prescribed pathways.
    - i. Dual 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 thirty-four (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 graduates and employees 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 graduate must provide documentation as outlined in Appendix B.
  - b. To be admitted into an Excelsior degree program under this Agreement, a Partner employee 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 graduates and employees to assist with the application process.
10. Students, graduates, and employees of Partner 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 graduates, new hires of the Partner, and to existing Partner employees frequently about the educational opportunities available at Excelsior.
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 graduates and employees 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 graduate and employee 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 student to the Partner enabling the Partner student 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 graduate and employee 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: December 11, 2024

**PARTNER**

*Michael Oriolo*

Signature

Name: Michael Oriolo

Title: Provost

Date: 12/19/24

### 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.

Partner Program	Excelsior Program
A.S. Art Studio	
A.A.S. Accounting	B.S. Business
A.A.S. Business	B.S. Business
A.A.S. Competitive Analytics	B.S. Business
A.A.S. Esports Management	BPS Business Management
A.A.S. Fashion & Buying Merchandising	
A.A.S. Human Resource Management	B.S. Business; BPS Business Management
A.A.S. Marketing	B.S. Business; BPS Business Management
A.S. Quality Assurance- Business	B.S. Business; BPS Business Management
A.A.S. Small Business Management	BPS Business Management
A.A.S. Sports & Recreation Management	
A.A.S. Supply Chain Management	B.S. Business; BPS Business Management
A.S. Communication and Media	
A.S. Music Industry	
A.A.S. Crime & Intelligence Analysis	B.S. Criminal Justice
A.A.S. Criminal Justice	B.S. Criminal Justice
A.S. Criminal Justice	B.S. Criminal Justice
A.S. Cybersecurity & Digital Forensics	B.S. Cybersecurity
A.A.S. Forensic Investigations	B.S. Criminal Justice
A.A.S. Legal Studies	
A.S. Childhood Education	
A.A.S. Early Childhood	





A.S. Physical Education	
A.S. Health Professions	B.S. Health Sciences; B.S. Health Care Management
A.A.S. Health Services Management Technology	B.S. Health Care Management
A.A.S. Physical Therapist Assistant	
A.A. General Studies	B.S. Liberal Arts
A.A. Humanities	B.S. Liberal Arts
A.A. Psychology	B.S. Psychology
A.S. Science	B.S. Liberal Arts
A.A. Social Science	B.S. Liberal Arts; B.S. Psychology
A.A.S. Computer and Network Security	
A.S. Computer Science	B.S. Computer Science
A.A.S. Electrical Technology	B.S. Electrical Engineering Technology
A.S. Engineering Science	B.S. Electrical Engineering Technology; B.S. Mechanical Engineering Technology
A.S. Quality Assurance-Science	
A.S. Science	B.S. Liberal Arts

**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-credit-guidelines/>).

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-more-credits/>).

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/>.



#### DUAL ENROLLMENT PROGRAMS:

A student may maximize the value of community college credits through Excelsior's 3+1 Bachelor's Completion program or Concurrent Enrollment in Nursing program. These unique pathways help save on the cost of earning a bachelor's degree by allowing students to transfer up to 90 credits from a partner institution to Excelsior University and receive a tuition discount on the remaining 30 credits completed with Excelsior towards remaining bachelor's degree requirements.

To learn more about Excelsior's 3+1 Bachelor's Completion program, please visit <https://www.excelsior.edu/start-with-more-credit/excelsior-university-3-plus-1-program/>.

To learn more about Excelsior's Concurrent Enrollment in Nursing program, please visit <https://www.excelsior.edu/partners/academic/concurrent-enrollment/>.



## Appendix B

### Partnership Verification for Academic Partner Graduates and Employees

All Partner graduates and employees 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 criteria for verifying eligibility of partner benefits by student type.

#### For Academic Partner Graduates

Receipt of official transcripts from Partner institution will serve as verification for all academic partner graduates.

Community college, school of nursing, and two-year institutional partners must show they have earned an associate degree, or diploma to be eligible to receive partner benefits.

#### For Academic Partner Employees

An employee of the Partner must submit one of the following to show eligibility for receiving partnership benefits.

- A recent payroll stub, with sensitive information redacted and within two months of the Excelsior application date.
- 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 the supervisor, the letter must state as such.