

**ARTICULATION AGREEMENT**  
**By and Between**  
**Terra State Community College and**  
**Heidelberg University**

**THIS ARTICULATION AGREEMENT** (the “Agreement”) is entered into on 12/7/17 by and between Terra State Community College (TSCC), with an address of 2830 Napoleon Road, Fremont, Ohio 43420; and Heidelberg University (“HU”), with an address of 310 East Market Street, Tiffin, OH 44883. TSCC is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code. HU is a private four-year institution founded in 1850.

TSCC and HU desire to enter into a contract pursuant to which students of HU would be eligible for a 1-2-1 Bachelor of Science in Nursing (BSN) program, according to the terms contained in this Agreement.

**ACCORDINGLY**, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. *Description of Articulation Program.***

- a. Definitions. Articulation Criteria and Articulation Benefits are defined in Attachment A.
- b. Articulation Benefits to Students. HU and TSCC will provide the Articulation Benefits at no charge to participating students who meet the Articulation Criteria. Articulation Criteria for which the student is eligible to receive transfer credit will be based upon the articulation agreement in place the term the student is admitted to HU.
- c. Institutional Accreditation. TSCC warrants that it is accredited by the Higher Learning Commission. The College will notify Heidelberg University if such accreditation ceases to exist. HU warrants that it is accredited by the Higher Learning Commission. HU will notify the College if such accreditation ceases to exist.
- d. Nursing Program Accreditation. TSCC warrants that the nursing degree program at TSCC is accredited by the Accreditation Commission for Education in Nursing (ACEN) and is approved by the Ohio Board of Nursing. HU will request New Applicant Status by the Commission on Collegiate Nursing Education (CCNE) and pursue accreditation by the same body within two years.

- e. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-e), TSCC will consider their applications for admission to the nursing program in accordance with standard TSCC nursing admission application evaluation criteria, while favorably recognizing students' accomplishments at HU.
- f. Guaranteed Cohort Count: TSCC will hold at least 10 seats per each admission cycle in both Fall and Spring for 1+2+1 HU students.
- g. Exclusivity. In the city of Tiffin, Ohio, this Agreement is exclusive between TSCC and HU for a period of four years. TSCC and HU may enter into 1 + 2 + 1 nursing agreements with any other party outside of Tiffin, Ohio.

## **2. *Term and Termination.***

- a. Term. This Agreement will run from the Effective Date until May 31, 2022 at which time this Agreement can be renewed.
- b. Termination.
  - i. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of HU, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.
  - ii. Either party may terminate this Agreement at any time for any or no reason effective one year after providing written notice of its intent to terminate to the other party. If the articulation agreement is terminated before a student completes the BSN at HU, HU will make all efforts to provide courses to complete a Baccalaureate degree. TSCC will make all efforts to provide courses for the Associate degree.
  - iii. Notwithstanding any other provisions of this Agreement, HU and TSCC, each unilaterally without requiring the consent of the other party, reserve the right to render this Agreement null and void, without any obligation to HU or TSCC, because of insufficient enrollment at HU or other financial constraints.
- c. Post-Termination. Upon expiration or termination of this Agreement for any or no reason, HU students previously accepted by or admitted to TSCC shall continue to receive the benefits contemplated by this Agreement.
- d. The parties recognize and understand that TSCC or its funding may be contingent upon the availability of lawful appropriations by the General Assembly of the State of Ohio. If the General Assembly fails to continue current levels of funding for TSCC, this Agreement may cease without penalty to HU or TSCC as of the date of the reduction of funding by the State of Ohio, and HU and TSCC will have no further obligation to carry out this Agreement. Should any other unexpected event cause a need to address the viability of this Agreement, the parties agree to work

toward a mutually acceptable resolution. This section is not meant to limit other rights of the parties to terminate this Agreement.

**3. *Miscellaneous.***

- a. Severability. If any Section or provision of this Agreement be held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. Jurisdiction. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in an Ohio court of competent jurisdiction
- d. Survival. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(e) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section):

For Terra State Community College:  
Jerome Webster, Ph.D.  
President & CEO  
2830 Napoleon Rd  
Fremont, OH 43420

For Heidelberg University:  
Robert H. Huntington, Ed.D.  
President & CEO  
310 East Market Street  
Tiffin, OH 44883

With a copy to:  
Ohio Attorney General's Office  
General Counsel for Terra State  
30 E. Broad St., 16<sup>th</sup> Fl.  
Columbus, OH 43215

With a copy to:  
Attn:

- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.
- g. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- i. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- k. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, ancestry, military status, sexual orientation, gender identity and expression, veteran status, pregnancy, or color.
- l. Omissions & Errors. If any terms, words or clauses are inoperative by virtue of error or omission on the part of either party, the inoperative term, word or clause will be replaced automatically with a valid, enforceable and operative provision as close to the original language as may be possible which preserves the economic benefit to the Parties.
- m. Data Exchange. The parties shall exchange information regarding student success related to this Agreement. HU will provide TSCC a list of 1-2-1 candidates and follow up with academic appraisals at the completion of 8 weeks in and at the end of each semester. TSCC will provide HU academic appraisals for all 1-2-1 candidates at mid-term and at the completion of each semester that they are enrolled at TSCC while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. HU will provide TSCC with information

regarding the graduation rates of 1-2-1 students who are utilizing the benefits of this Agreement.

- n. Financial Aid and Dual Enrollment. The parties shall follow the financial aid and dual enrollment requirements as outlined in Attachment B.
- o. Promotion and Advertising. All promotion and advertising of the Articulation Agreement must conform to the requirements in Attachment C.

**INTENDING TO BE LEGALLY BOUND**, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

**Terra State Community College:**

**Heidelberg University:**

By: \_\_\_\_\_  
Jerome Webster, Ph.D.                      DATE  
  
President & CEO

By: \_\_\_\_\_  
Robert H. Huntington, Ed.D.              DATE  
  
President & CEO

By: \_\_\_\_\_  
Jennifer Spielvogel, Ph.D.                DATE  
  
Interim Vice President, Academic Affairs

By: \_\_\_\_\_  
Beth M. Schwartz, Ph.D.                 DATE  
  
Vice President of Academic Affairs and Provost

This agreement is effective with newly admitted Heidelberg University students beginning Fall term 2018. This agreement will be reviewed yearly.

**Attachment A**  
**To The**  
**Articulation Agreement Dated December 7, 2017**  
**By and Between**  
**Terra State Community College and Heidelberg University**

**Articulation Criteria**

1. ***The standard articulation criteria (“Articulation Criteria”) are:***
  - a. TSCC will accept at least 10 qualified HU students who apply to the TSCC Nursing program each admission term.
  - b. Courses accepted for transfer credit between HU and TSCC must be successfully completed with a “C” or better.
  - c. HU students who do not complete the TSCC Associate degree in Nursing may continue their enrollment at HU. For those students, successfully completed credits in TSCC Nursing courses will transfer to HU as elective credits.
  - d. Courses for which HU students are eligible to receive transfer credit will be based upon the articulation agreement in place the term the student is admitted to HU.
  
2. ***The articulation benefits (“Articulation Benefits”) are:***
  - a. Facilitate transfer of courses between the TSCC Associate of Applied Science degree in Nursing and Heidelberg University Bachelor of Science in Nursing (BSN) degree.
  - b. Benefitting Northwest Ohio by infusing the job market with qualified BSN graduates.
  - c. Students enrolled in the TSCC nursing program through the HU-TSCC 1 + 2 + 1 agreement will be eligible to apply for TSCC nursing scholarships, according to scholarship requirements.
  - d. Upon completion of the TSCC Nursing degree, students must sit for the National Council Licensure Exam (NCLEX) within three months. Students are not eligible to enroll in HU Nursing courses until the Nursing licensure is awarded.
  - e. A HU student who completes all of the degree requirements in the Associate of Applied Science degree in Nursing at TSCC (see Appendix 1) will be admitted into the HU Bachelor of Science in Nursing (BSN) degree program with class standing determined by credit hours earned.

**Attachment B**  
**Financial Aid, Dual Enrollment, and Fees**

1. For financial aid purposes, Heidelberg University (HU) will be considered the home institution for the BSN students for all four years. Therefore, all tuition will be paid to HU, with funds dispersed to TSCC when appropriate.
2. Year 1 – Students will be enrolled at HU fulltime.
3. Years 2 and 3 – HU will pay fulltime in-state tuition to TSCC each term, which allows students to take 12 – 18 credit hours at TSCC in the term. Students must enroll for a minimum of 12 credit hours per term at TSCC. Nursing credits must be taken at TSCC; all other courses up to a total of 18 credits per term can be taken at either institution at no additional charge to the student.
4. Year 4 - all classes will be taken at HU.
5. In Year 2 and 3, TSCC will confirm to the HU Financial Aid office the cost for fulltime tuition and fees at TSCC so that the student budget formula will be calculated accurately. HU Financial Aid will pay students' tuition and fees directly to TSCC.
6. Official student transcripts will be provided between TSCC and HU, per an agreed upon timeline, at no cost to the student.
7. A student's high school transcript that was submitted to HU for admission can serve as the official high school transcript for the TSCC Nursing program admissions application requirement. HU will provide a copy of the transcript to TSCC.
8. For each degree to be awarded, students must meet the AAS degree requirements at TSCC and the BSN degree requirements at HU.

**Attachment C**  
**Marketing and Advertising Restrictions**  
**Promotion of Partnership to Domestic and International Students**

In order for HU and Terra State to reach out to partners and the community effectively, it is important to monitor the impression conveyed through all forms of communication such as advertising, publications, and signage. The sum total of all impressions generated by these communications must be effective and meaningful to the audiences with which the partners communicate.

Therefore, the parties agree that any use of the other's name, trade name, trademark, logo, and tagline, or any other defining symbol or name associated with either entity during the term of this Agreement shall be for the sole purpose of promoting this Agreement. Express written permission or a limited license is required to use the other party's name, trade name, trademark, logo, tagline, or any other defining symbol or name associated with either entity. Neither party will use the other's name or symbols in a way that would cause confusion in the public mind as to the relationship between the parties. All written materials associated with this agreement must distinctly note the termination date of the Agreement and the degrees within the Agreement,

Any and all promotional materials, including written, verbal, videographic, electronic, or multimedia of any kind must be reviewed by both prior to any use or distribution.

Contact for:

**Terra State Community College:**  
Office of the President  
Terra State Community College  
2830 Napoleon Road  
Fremont, Ohio 43420  
president@terra.edu

**Heidelberg University:**  
Office of the President  
Heidelberg University  
310 East Market Street  
Tiffin, OH 44883  
president@heidelberg.edu



AMENDMENT TO  
ARTICULATION AGREEMENT  
By and Between  
Terra State Community College and  
Heidelberg University  
Attachment B  
Financial Aid, Dual Enrollment, and Fees

This AMMENDMENT is entered into by and between Heidelberg University (HU) and Terra State Community College (TSCC) and amends the 1-2-1 Bachelor of Science in Nursing (BSN) agreement that was effective December 7, 2017 (the “Agreement”).

The parties agree to amend the agreement, effective December 15, 2017 as follows:

1. For financial aid purposes, Heidelberg University (HU) will be considered the home institution for the BSN students for all four years. Therefore, all tuition will be paid to HU, with funds dispersed to TSCC when appropriate.
2. Year 1 – Students will be enrolled at HU fulltime.
3. Years 2 and 3 – HU will pay fulltime in-state tuition to TSCC each term, which allows students to take 12 – 18 credit hours at TSCC in the term. Students must enroll for a minimum of 12 credit hours per term at TSCC. Nursing credits must be taken at TSCC; all other courses up to a total of 18 credits per term can be taken at either institution at no additional charge to the student. **Total credits earned at TSCC must not exceed 49% of the total required credits. Therefore a maximum of 60 credit hours earned at TSCC can be counted towards the BSN from HU.**
4. Year 4 - all classes will be taken at HU.
5. In Year 2 and 3, TSCC will confirm to the HU Financial Aid office the cost for fulltime tuition and fees at TSCC so that the student budget formula will be calculated accurately. HU Financial Aid will pay students’ tuition and fees directly to TSCC.
6. Official student transcripts will be provided between TSCC and HU, per an agreed upon timeline, at no cost to the student.
7. A student’s high school transcript that was submitted to HU for admission can serve as the official high school transcript for the TSCC Nursing program admissions application requirement. HU will provide a copy of the transcript to TSCC.
8. For each degree to be awarded, students must meet the AAS degree requirements at TSCC and the BSN degree requirements at HU.

All other terms and provisions of the Agreement not inconsistent with this Amendment shall remain in full force and effect.

**INTENDING TO BE LEGALLY BOUND**, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

**Terra State Community College:**

**Heidelberg University:**

By: \_\_\_\_\_  
Jerome Webster, Ph.D.                      DATE  
  
President & CEO

By: \_\_\_\_\_  
Robert H. Huntington, Ed.D.              DATE  
  
President & CEO

By: \_\_\_\_\_  
Jennifer Spielvogel, Ph.D.                DATE  
  
Interim Vice President, Academic Affairs

By: \_\_\_\_\_  
Beth M. Schwartz, Ph.D.                 DATE  
  
Vice President of Academic Affairs and Provost

This agreement is effective with newly admitted Heidelberg University students beginning Fall term 2018. This agreement will be reviewed yearly.