

INSTITUTIONAL ARTICULATION AGREEMENT
BETWEEN
NOTRE DAME COLLEGE
AND
TERRA STATE COMMUNITY COLLEGE

Notre Dame College, located at 4545 College Road, South Euclid, Ohio, and Terra State Community College, recognize the need to facilitate the transfer of students from Terra State Community College to Notre Dame College to pursue and achieve their educational goals.

For almost a century, Notre Dame College has educated a diverse population in the liberal arts for personal, professional and global responsibility. Founded by the Sisters of Notre Dame in 1922, the College has grown strategically to keep pace with the rapidly changing needs of students and the dramatic changes in higher education, but it has never lost sight of its emphasis on teaching students not only how to make a good living but also how to live a good life.

Today, the College offers bachelor's degrees in 30 disciplines plus a variety of master's degrees, certification programs and continuing and professional development programs for adult learners on campus and online. Notre Dame College offers NCAA Division II intercollegiate athletic programs for men and women and is located in a picturesque residential neighborhood just 25 minutes from the heart of Cleveland. Hallmarks of the Notre Dame experience include stimulating academics, personalized attention of dedicated faculty and staff, and small class sizes.

Notre Dame College is accredited by The Higher Learning Commission; Member-North Central Association. (30 N. LaSalle Street - Suite 2400, Chicago, Illinois 60602-2504, (312) 263-0456 or (800) 621-7440.)

Terra State Community College located at 2830 Napoleon Road, Fremont, Ohio, is a two-year, accredited, state community college, established pursuant to Section 3358 of the Ohio Revised Code. Terra State has a long history of service to the community and providing students with an education that is both accessible and affordable.

Terra State Community College is regionally accredited by the Higher learning Commission of the North Central Association of Colleges and Schools.

It is understood by the parties that both institutions are committed to, and will adhere to, applicable laws, regulations, policies, and guidelines effective after the date of this Agreement.

While this Agreement is active and for a period of three years after its completion, the parties agree to maintain auditable records of all charges pertaining to this Agreement and make such records available to Notre Dame College as we may reasonably require.

The parties recognize and understand that Terra State College's 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 the College, this Agreement may cease without penalty to either Party as of the date of the reduction of funding by the State of Ohio, and neither Party will have a 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.

In an effort to ease the transfer process and to promote the closer coordination of academic courses, programs and degrees offered by our institutions, we do hereby enter into the following institutional articulation Agreement, in accordance with the guidelines and recommendations of the Ohio Articulation and Transfer Policy (HB 95).

1. Notre Dame College and Terra State Community College shall adhere to the Ohio Articulation and Transfer Policy (HB 95).
2. Transfer students shall be subject to the catalog in force at the time of their admission to Notre Dame College and to any revisions that occur after its publication and prior to their enrollment. Once admitted, transfer students shall be subject to the same regulations governing applicability of catalog requirements (including, but not limited to major, GPA, graduation, and/or residency requirements, policies, procedures, and standards) as native students. Furthermore, transfer students shall be accorded the same class standing and other privileges as native students on the basis of the number of credits earned.
3. Recognizing the system of preparation afforded by the completion of an Associate of Arts and Associate of Science (AA/AS) degree, and in accordance with the Ohio Articulation and Transfer policy, Notre Dame College will guarantee admission to the college and afford junior standing to all students who have earned an AA/AS degree from Terra State Community College, provided their grade point average is at least 2.0 for all previous college-level courses, with the exception of Notre Dame College's Nursing Program. Notre Dame College's Nursing Program has separate admission requirements, including a GPA of 3.2.

Students completing an AA or AS at Terra State Community College will be considered to have met all lower division general education requirements at Notre Dame College, with the exception of upper biennium general education requirements.

4. Recognizing the system of preparation afforded by the completion of an Associate of Applied Science (AAS) degree, Notre Dame College will guarantee admission to all students who have earned an AAS degree from Terra State Community College, provided their grade point average is at least 2.0 for all previous college-level courses, with the exception of Notre Dame College's Nursing Program. Notre Dame College's Nursing Program has separate admission requirements, including a GPA of 3.2.

Notre Dame College and Terra State Community College will work together to maximize the acceptance and application of transfer credit for AAS graduates. This includes application to general education requirements.

5. Students so admitted will be considered for admission to selective programs (majors, minors, or fields of concentration) with the same guidelines that are applied to native Notre Dame College students. Students are responsible for understanding and adhering to the selective admission requirements, according to catalog requirements at Notre Dame College.
6. Students who have not completed their AA/AS/AAS degree, or who have earned a cumulative grade point average below 2.0, or those who have been dismissed previously from another institution will be considered for admission according to the admissions policy and standards of Notre Dame College, according to catalog requirements.
7. Under this Agreement, students of Terra State Community College will be encouraged to complete their AA/AS/AAS degree before transferring to Notre Dame College.

Should a Terra State Community College student transfer to Notre Dame College prior to completion of an AA/AS/AAS degree, Terra State Community College shall provide the opportunity for students to subsequently complete the AA/AS/AAS degree in absentia using Notre Dame College course credit. Notre Dame College agrees to supply information to Terra State Community College in order to facilitate this reverse transfer credit.

In this interest, all course work completed at Notre Dame College will be accepted and applied to AA/AS/AAS degree requirements at Terra State Community College consistent with the criteria used for native Terra State Community College students. The same course may also apply toward baccalaureate degree requirements at Notre Dame College.

8. Notre Dame College and Terra State Community College will work together to maximize the acceptance and application of transfer credit. Program specific articulation Agreements supporting this institutional Agreement will outline selective admission requirements, course equivalencies, and other information affecting students who enroll in a particular academic program. These supplemental programmatic articulation arrangements must be consistent with the tenets of this overarching institutional Agreement. Students transferring credit outside of programmatic articulation Agreements will have the application of transfer credit done on a course-by-course basis by Notre Dame College. Ultimately, the acceptance and application of transfer credit is the decision of Notre Dame College.
9. All collegiate level courses completed at Terra State Community College with a "C" or better grade, by students who choose to transfer before completing an associate degree, will be accepted toward the student's class standing at Notre Dame College.

It should be noted that the student may be required to retake any course in which s/he received a grade of "C" where there is a higher minimum grade required for all native Notre Dame College students pursuing the same academic program. These credits will also be considered for application to the student's degree requirements using the same criteria used for native Notre Dame College students.

10. Notre Dame College will provide Terra State Community College with course equivalent information regarding Notre Dame College courses and their Notre Dame College equivalents. Notre Dame College will update the information and provide the most current equivalencies to Terra State Community College for the upcoming academic year, annually no later than July 1st.
11. Due to curriculum structures and the variability in student enrollment patterns, Notre Dame College cannot guarantee that students who transfer under the provision of this Agreement will complete all the requirements to graduate from Notre Dame College within two years or by earning an additional 60 semester hours (90 quarter hours) at the Notre Dame College.
12. Notre Dame College will annually report to Terra State Community College the total number of transfer students from Terra State Community College for the previous academic year no later than July 1st.

Notre Dame College will compensate Terra State Community College at 10% of the net tuition billed and paid for undergraduate courses, whether taken on-location or on-line, for all transfer students from Terra State Community College who matriculate during the effective dates of this Agreement.

Such compensation shall be calculated by Notre Dame College at the end of each term and paid to Terra State Community College within ninety (90) days thereafter. This obligation shall survive the expiration or termination of this contract for students enrolled in the educational partnership as of the date of termination.

No compensation payment by Notre Dame College or receipt by Terra State Community College of compensation, or any endorsement or statement on any check or any letter accompanying any check or payment shall prejudice Terra State Community College's right to audit, at their expense, and recover a balance it deems as unpaid or pursue any other remedy in this Agreement.

13. Federal regulations mandate that financial aid can be disbursed to a student by only one institution during any given term. Financial aid eligibility through Terra State Community College ends when the student completes their Terra State Community College degree and commences working upon a degree program at Notre Dame College. Financial aid consortium Agreements will be available to students pursuing a bachelor degree at Notre Dame College and exercised where permissible, with Notre Dame College, serving as the home institution.

Contact: Alison McBrady, Director of Financial Aid
4545 College Road, South Euclid, OH 44121
amcbrady@ndc.edu
216-373-5213

Terra State Community College will also designate individual(s) responsible for aspects of the financial aid consortium.

Contact: Heath Martin, Assistant Vice President for Student & Enrollment Services
2830 Napoleon Road, Fremont, OH 43420
hmartin01@terra.edu
419-559-2350

14. The Vice President for Academic & Student Affairs at Notre Dame College will designate an official who will be responsible for all aspects of the articulation program at Notre Dame College.

Contact: Dr. Vince Palombo, VPASA
4545 College Road, South Euclid, OH 44121
vpalombo@ndc.edu
216-373-5310

Terra State Community College will also designate individual(s) responsible for all aspects of this institutional Agreement.

Contact: Dr. Jennifer Spielvogel, Interim Vice President for Academic Affairs
2830 Napoleon Road, Fremont, OH 43420
jspielvogel01@terra.edu
419-559-2266

15. Both parties are to communicate the conditions of this institutional articulation Agreement, in accordance with federal, state, and local laws, to their respective external and internal constituencies.

Terra State Community College will appropriately include this Agreement in any listing of articulation and transfer Agreements and will communicate this information through a web portal designed to disseminate transfer information to students, staff, and faculty. Other methods of communication, when appropriate, might include and are not limited to inclusion in the college catalog, program specific materials, and graduate mailings.

Notre Dame College will appropriately include this Agreement in any listing of articulation and transfer Agreements and will communicate this information, and afford the appropriate training when necessary, to staff and faculty to support the Terra State Community College transfer student.

16. Terra State Community College is hereby granted a limited, non-exclusive, non-transferable license to use the Notre Dame College name, tradenames, trademarks, and logos during the term of this Agreement for the sole purpose of promoting this Agreement and Notre Dame College programs in accordance with this Agreement.

Notre Dame College is hereby granted a limited, non-exclusive, non-transferable license to use the Terra State Community College name, tradenames, trademarks, and logos during the term of this Agreement for the sole purpose of promoting this Agreement and Terra State Community College programs in accordance with this Agreement.

Upon termination of this Agreement, the limited licenses set forth in this section will immediately terminate and each party shall (i) cease all such aforementioned use; and (ii) discard, destroy or delete any printed and electronic materials containing the name, tradename, trademark, or logo of the other party. Neither party shall use the name, tradename, logo, or trademark of the other party in any way that would cause confusion in the public mind as to the relationship between the parties, and, except for the limited license set forth in this section, neither party shall by virtue of this Agreement gain any right, title, or interest in any name, tradename, trademark, or logo of the other party.

17. This Agreement will run from July 1, 2017 through June 30, 2019, unless earlier terminated. Thereafter, this Agreement may be renewed by written agreement of the parties. Should the precepts of this Agreement, in the interim, come in conflict with established policy at either institution, the established policy will take precedent and the Agreement will be reviewed for possible modification. In either event, care will be taken to insure that Agreement modifications will not adversely affect students already enrolled and covered under the provision of the existing Agreement.
18. Either party may terminate this Agreement in the event of a material breach by the other party. Such termination to be effective upon the later date of (i) the end of the next admissions application and review period of Notre Dame College, 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 will 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.
19. Upon expiration or termination of this Agreement for any reason, Terra State students previously accepted by or admitted to Notre Dame College will continue to receive the benefits contemplated by this Agreement, or any applicable addendum thereto, at the time of the student's enrollment at Notre Dame College.
20. 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.
21. 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.
22. 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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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, or color.
29. **Non-Exclusivity.** This Agreement is not exclusive, and either party may enter into similar agreements with any other party.
30. **Liability.** Each party agrees to be responsible for any personal injury, property damage, or other liability caused by the negligent acts or negligent omissions by or through itself or its agents, employees, and contracted servants and each party further agrees to defend and be solely responsible for itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
31. **FERPA.** Each party acknowledges that information (if any) received from the College regarding its students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student's written consent.
32. **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.

This Agreement is effective as of: July 26, 2017

Notre Dame College



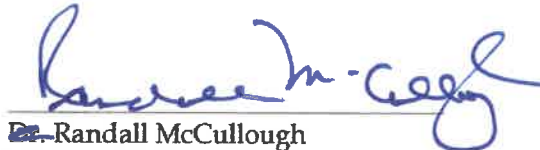
Dr. Vince Palombo, PhD
Vice President for Academic & Student Affairs


John Tortelli
Vice President for Finance & Administration

Terra State Community College



Dr. Jennifer Spielvogel
Interim Vice President for Academic Affairs


Dr. Randall McCullough
Vice President for Financial Affairs