University Partnership Agreement

THIS AGREEMENT (this “Agreement”) is between Sinclair Community College (hereinafter “College”), 444 West Third Street, Dayton Ohio 45402 and Franklin University (hereinafter “Franklin”), non-profit institution of higher educations, accredited by the Higher Learning Commission and authorized by the Ohio Board of Regents, 201 S. Grant Ave., Columbus, Ohio 43215.

WHEREAS, the parties wish to create access and opportunity for community residents who seek educational attainment beyond the associate’s degree in order to serve as a catalyst for regional economic development. This agreement establishes and defines the terms of the University Partnership program in order to ensure a seamless transition via colocation for College students, College graduates and other residents of the surrounding Dayton area seeking to obtain baccalaureate and graduate degrees from Franklin at the College’s regional campuses.

THEREFORE, in consideration of these and other mutual promises and covenants and for valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and conditions:

A. Mutual Responsibilities

1. This Agreement will cover the program(s) of study and associated Franklin course offerings listed in Appendix A attached hereto and incorporated herein by reference (hereinafter “Program”). Appendix A may, from time to time during the term of this Agreement, be amended with the mutual written consent of the Parties.

2. The College seeks to work in partnership with Franklin and other Universities participating in the University Program to offer baccalaureate and graduate degrees at the regional campuses. The program seeks to fulfill regional workforce needs without duplication of programs offered by the College of University Partnership Program participants. In the event of a conflict related to program offerings at the same College regional site, Franklin reserves the right to terminate this Agreement in whole or part or to revise it accordingly in a manner which is mutually agreeable to the parties.

3. College students with an Associate’s Degree (“graduates”) admitted to the Program shall have immediate acceptance to Franklin, and Franklin will guarantee acceptance of all College students, with above 60 credit hours as well as College graduates with all the rights and privileges afforded to Franklin’s students. College students and graduates shall have access to Franklin’s facilities including, but not be limited to, its library, computer laboratories, learning resources, and parking.

3. Graduates of the College shall enter Franklin as a continuing student with not less than a junior level standing.

4. The parties will utilize O.A.C. Chapter 3333-1, et seq, to calculate headcount enrollment and full-time equivalent enrollment. Consistent with Section I.A. below,
this obligation shall survive the expiration or termination of this Agreement for the College's students and graduates as of the date of termination.

5. The College and Franklin warrant that they are accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Both institutions will notify the other if such accreditation ceases to exist. In the event that the College or Franklin is in major violation or will lose accreditation, the College or Franklin may terminate this Agreement in whole or part or revise it accordingly in a manner which is mutually agreeable to the parties.

6. Both parties will comply with the Family Educational Rights and Privacy Act, the Gramm-Leach-Bliley Act of 1999, and all associated regulations, taking necessary steps to ensure that confidential personal information is not disclosed or distributed, including maintenance of a security plan consistent with industry standards to protect the confidentiality and integrity of personal information, and to protect against unauthorized access to such information. Information will be shared, in compliance with all applicable laws and regulations, as needed to allow the College's Program students and graduates to participate in the Program and to track student interest, persistence and success.

7. Both parties will comply with HEOA/CLERY Act and all associated regulations. The College will work with Franklin to establish faculty, staff and student data sharing to ensure timely warning notices and emergency notification requirements are fulfilled. Annual crime statistics compiled by the College will be shared with Franklin upon formal written request.

8. Each party will be responsible for its own licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

B. College Responsibilities

The College agrees to:

1. Provide Franklin yearly opportunities to train College staff and faculty as necessary to support Franklin's Program offerings to the College's students and graduates.

2. Designate College administrative, academic, student services, human resources and marketing personnel prior to agreement signing to act as liaisons to designated counterparts at Franklin, and designate a College staff member to serve as coordinator ("Coordinator") along with a designated counterpart at Franklin.

3. Mutually discuss and work with Franklin to allocate, change, or substitute physical space at the College for Franklin to use for Program instructional support and services, Program administrative services, and for Program marketing and promotion purposes ("Assigned Premises") within 2 months of agreement signing. The Assigned Premises shall be provided to Franklin in "as is" condition, including
fixtures in or about the Assigned Premises and Franklin accepts the Assigned Premises in "as is" condition including fixtures in or about the Assigned Premises.

4. Offering the additional College transfer courses beyond the Associate degree listed in Appendix A in a face to face format once a year at the College’s location where the Agreement partnership physically resides.

5. Allow Franklin University to use the College’s telecommuting equipment on the College’s facilities to support delivering the baccalaureate courses to the regional campuses. All equipment and training will be the responsibility for the College to provide and deliver to Franklin faculty and staff.

6. Provide staff support to Franklin’s Program faculty when faculty is utilizing the College’s instructional technology equipment to teach Program courses at the Assigned Premises.

7. Provide private space identified for Franklin to use for advising and meeting prospective and current students interested and enrolled in the Program when Franklin representatives are on the College’s regional campuses.

8. Allow access for Franklin representatives to hold lobby tables, advising hours, open houses and classroom presentations to promote the Program in the premise of the College.

9. Provide graduate, current and prospective student lists and/or facilitate mailings for co-branded marketing communication and literature promoting the partnership specific to the Program offering each term.

10. Collaboratively work with Franklin to establish e-transcript distribution for students transferring from College to Franklin University and waiver any associated fees for transferring students to Franklin University.

11. Allow transferring students from the College to Franklin to utilize the College’s computer labs.

12. Collaboratively work with Franklin to establish safety and security measures for transferring/transferred students to Franklin from College in areas of early notification, weather, closings and emergency situations at the College.

13. Provide transferring students from the College to Franklin, who uses Franklin as their host institution for financial aid, the ability to defer payment or make a payment plan of College courses taken by the student until Franklin awards the student’s aid package without the student being dropped from the College course.
C. Franklin Responsibilities

Franklin agrees to:

1. Manage academic and curricular decisions pertaining to degree programs, such as professional accreditation, selection of classes, assignments of faculty, grading standards, viable course enrollments and other similar matters.

2. Provide Program courses listed in Appendix A, Program instructional support and services, Program administrative services, and Program marketing and promotion.

3. Assure that College students and graduates continuing their education at Franklin can transfer credit hours and earn their baccalaureate degree from Franklin after completing the required Business Administration and Management & Leadership – 124 credit hours. Timeframes and credit hours required for completion of graduate degrees at Franklin shall be determined on a program by program basis. The Program credit hour requirements and timeframes may be changed subject to the mutual written approval of the parties.

4. Design and deliver on-location, on-line, or hybrid Program courses (as defined below). The Program courses shall be subject to equivalent assessment, program review, and other academic oversight afforded by Franklin to its own on-campus programs. Any changes to the method of delivery of Program courses are subject to the mutual written approval of the parties.

5. Provide equivalent learning outcomes to the College’s students and graduates enrolled in the Program as those achieved if the students and graduates attended Franklin’s main campus working towards a baccalaureate or graduate degree.

6. Provide qualified faculty to teach Program courses to the College’s students and graduates enrolled in the Program.

7. When a College student or graduate takes a Program course taught by Franklin faculty, for that respective course, charge the student tuition and fees in accordance with Franklin’s then current tuition and fee rates. Franklin will be responsible for collecting tuition and fees from students enrolled in Program courses taught by Franklin faculty.

8. Provide the College with sufficient and timely enrollment data, as defined by the College and otherwise in accordance with Appendix B attached hereto and incorporated herein by reference, and which will allow the College to identify and track the College’s students and graduates enrolled in the Program.

8. Grant the College the right of first refusal to provide Franklin with physical space to offer undergraduate, graduate, or continuing education courses within Warren, Preble and Montgomery Counties, Ohio, except for those undergraduate, graduate, or continuing education courses currently offered by Franklin at other locations within Warren, Preble and Montgomery Counties, Ohio.
9. Permit the College and its agents to enter upon and inspect, examine, repair or improve the Assigned Premises at any and all reasonable times.

10. Allow only designated Franklin employees or agents to use the Assigned Premises and only for the purposes described in this Agreement. If the College determines in its sole discretion that any Franklin employees or agents compromise or threaten the health, safety or welfare of the College's property, the College may request, in writing, that Franklin remove such individual(s) from the College’s property.

11. Not make any leasehold or building improvements or additions to the Assigned Premises without first obtaining the College’s prior written approval for such improvements. All leasehold or building improvements or additions, such as network cabling or fixtures affixed to the premises, attach to the freehold and become and remain the property of the College.

12. Inform College students and graduates enrolled in a Program course that they are subject to the academic and disciplinary rules of both the College's and Franklin’s Student Codes of Conduct and must, adhere to all College and Franklin policies and procedures. Any violations are subject to disciplinary proceedings and sanctions at the College's and/or Franklin's discretion. The College will share any reports or other similar information they possess regarding violations of academic or disciplinary rules with Franklin if it pertains to a currently registered Franklin student and is permissible under federal or state law.

13. Comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the services being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

D. Other Services

The parties shall provide only those services outlined in this Agreement, however, should the parties wish to provide additional services, they may mutually agree to the type and cost of any additional services in a separate written agreement which may be attached to this Agreement as an addendum.

E. Payment Terms

1. Unless otherwise mutually agreed to in writing by authorized representatives of the College, the College shall not be required to make any monetary payments to Franklin for obligations set forth in this Agreement. Furthermore, Franklin and Franklin Program faculty shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
2. Except as set forth herein, this Agreement shall not alter the terms and conditions, including tuition and fees, of any program articulation agreements previously entered into between Franklin and the College.

3. Payment to the College shall be calculated by Franklin at the end of each academic term and paid to the College within ninety (90) days after the end of the academic term. The beginning and end of each academic term will be determined by referencing the academic term dates set forth in Appendix C, attached hereto and incorporated by reference herein. The actual monetary amount Franklin will be required to pay to the College for each academic term is set forth in Section E.5. below.

4. No payment by Franklin or receipt thereof by the College, or any endorsement or statement on any check or any letter accompanying any check or payment shall prejudice the right of either party to audit and recover a balance it deems as unpaid or pursue any other remedy in this Agreement.

5. The actual monetary amount Franklin will be required to pay to the College for use of the College’s property, facilities, and services, including marketing services, each academic term shall be as follows:

a. For each College student or graduate enrolled in a Franklin Program course conducted on-location at the Assigned Premises – Franklin shall pay to the College twenty percent (20%) of Franklin’s published undergraduate or graduate tuition and fees for the applicable credit and non-credit hours taught. On-location courses are defined as Program courses taught by Franklin faculty that require a College student or graduate’s physical attendance at the Assigned Premises for any reason for fifty percent (50%) or greater of the Program course’s class load time;

b. For each College student or graduate enrolled in a Franklin Program hybrid course – Franklin shall pay to the College fifteen percent (15%) of Franklin’s published undergraduate or graduate tuition and fees for the applicable credit and non-credit hours taught. Hybrid courses are defined as Program courses taught by Franklin faculty which require a College student or graduate’s physical attendance at the Assigned Premises for any reason but physical attendance is required less than fifty percent (50%) of the Program course’s class load time;

c. For each College student or graduate enrolled in a Franklin Program on-line course – Franklin shall pay to the College ten percent (10%) of Franklin’s published undergraduate or graduate tuition and fees for the applicable credit and non-credit hours taught. On-line courses are defined as Program courses taught by Franklin faculty that do not require a College student or graduate’s physical attendance at the Assigned Premises at any time and do not require use of the Assigned Premises for student services noted in Section A above.
F. Non-disruption

1. Franklin shall take no action which would violate any contracts affecting the operations or delivery of instruction on the College's property or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere in any way with the rights and privileges of any invitee, licensee, employee or any other person lawfully in and upon the College's property, or which could cause any impairment or reduction of the good will and reputation of the College.

2. To the extent permissible under Ohio law, including but not limited to Ohio's public records law, the College and Franklin shall maintain confidentiality with regard to information about each other's programs, methods of delivering instruction or other trade secrets as may be discovered or communicated for the duration of this Agreement and required to execute the terms of this Agreement. This provision shall survive termination or expiration of this Agreement.

G. Damage to the Assigned Premises

1. If the Assigned Premises are damaged (without the fault or neglect of the College, College agents, employees, invitees or guests) such that it is wholly unfit for occupancy or use and the parties are unable to locate an alternative facility or do not enter into a contract to restore the Assigned Premises to substantially its condition immediately prior to said damage within sixty (60) days, Franklin shall surrender possession of the Assigned Premises to the College and this Agreement shall thereupon be null, void and without effect, except for obligations or duties accrued and unpaid, or as otherwise can be mutually agreed upon in writing by authorized representatives of the parties.

2. The parties will work mutually to find another location for the Program if the Assigned Premises are not available for such operation, whether temporarily or otherwise.

3. Notwithstanding any provision of this Agreement, the College shall in no event be obligated to reconstruct or restore the Assigned Premises.

H. Marketing

1. The College and Franklin shall cooperatively co-brand and co-market the Program through:

   a. Both institutions website and Program pages
   b. Colbranded brochure
   c. College catalogue
   d. Course schedules
   e. Local community publications
   f. Media outlets
g. Promotional materials for first year, high school, Career & Technical Center and Tech/Prep audiences
h. Press Releases
i. Annual Open Houses and Franklin registration events
j. College newsletters and papers for students, faculty and staff
k. Mass media, such as radio, billboards, Internet, etc.
l. Sponsorship events
m. Other applicable forums.
n. Student Program associations and alumni publications

2. Each party shall, prior to the issuance of any news or press release marketing the Program, provide notification and a copy of the release to the other party.

3. The College will provide internal signage of Franklin's name to promote the Agreement at the College's facilities within 2 months of agreement signing.

   a. Franklin must adhere to the College's signage and posting guidelines, which may be provided to Franklin upon signing of agreement.

4. Collaboratively coordinate and promote a partnership signing event within 3 months of signing the agreement.

I. Term and Termination

1. This Agreement shall become effective on the last date signed below by an authorized representative of the parties and shall continue until terminated by either party as set forth below, or at the latest until July 31, 2016. The College may renew this Agreement on the same terms and conditions by giving written notice to Franklin prior to expiration.

2. Either party may initiate termination of this Agreement for any reason by providing the other party written notice at least one hundred eighty (180) calendar days in advance.

3. In the event that this Agreement is terminated, Franklin and the College shall continue to provide administrative, academic, instructional, and student services to then Program students and graduates until the last Program student or graduate completes his/her degree Program, which should not exceed a period of four (4) years, or as otherwise agreed by the parties. During the teaching out of Program students and graduates following termination, Section B (Payment Terms) shall survive.

J. Liability

1. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and be responsible for those judgments and costs which arise from such negligent acts or
omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

2. **Franklin's Obligations.** Franklin agrees to, and shall secure from a good and responsible company or companies licensed to do insurance business in the State of Ohio, which is reasonably satisfactory to the College, and maintain during the entire term of this Agreement:

   a. Public liability insurance with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million dollars ($2,000,000.00) in the aggregate;

   b. Umbrella coverage over the primary coverage in Section 2.a above, such umbrella coverage to be no less than One Million Dollars ($1,000,000) per occurrence and no less than Two Million Dollars ($2,000,000) in the aggregate.

**Additional Insured.** Franklin shall provide College with a certificate evidencing such coverage and naming Sinclair Community College and its Board of Trustees as additional insured and further stating that the insurer agrees to notify College of the same. As well, College shall provide Franklin with a certificate evidencing such coverage and naming Franklin University and its Board of Trustees as additional insured and further stating that the insurer agrees to notify Franklin of the same.

3. **Proof of Coverage.** On securing the foregoing coverage, and prior to the commencement date of this Agreement, Franklin shall give the College written notice thereof, together with a certificate of insurance evidencing the appropriate policies.

K. **Miscellaneous**

1. **Student Code of Conduct.** It is the intention of the parties that faculty, staff and administrators work in a mutually supportive manner to maintain proper student discipline. Students will be responsible for adhering to the College's and Franklin's Student Codes of Conduct and Student Rights and Responsibility policies.

2. **Assessment.** The parties will conduct a periodic review of the responsibilities set forth in this Agreement. The specifications for such reviews shall be determined by mutual written agreement of the parties.

3. **Severability.** If a court of competent jurisdiction finds that any section or provision of this Agreement is illegal, unenforceable, or in conflict with any law, such section or provision shall be deemed severed from this Agreement without affecting the validity of the remainder of the Agreement.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio.
5. **Jurisdiction and Venue.** The parties to this Agreement each specifically consent to jurisdiction in Franklin County, 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 the state courts of Ohio sitting in Franklin County.

6. **Notices.** All notices or other written communications required or permitted under this Agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address set forth below (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, an additional copy addressed to each party’s “Legal or General Counsel”:

For Franklin University: For Sinclair Community College:
Dr. David R. Decker, President Dr. Steven L. Johnson, President
201 South Grant Ave. 444 West Third Street
Columbus, Ohio 43215 Dayton, Ohio 45402

7. **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 by a writing signed by authorized representatives of both parties.

8. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section will be null and void.

9. **No Third Party Beneficiaries.** This Agreement is not a third party beneficiary contract and confers no rights on any third party, including but not limited to students and/or employees of either party.

10. **Independent Contractors.** The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement and neither party may make any commitment on behalf of the other or inference that such a relationship exists.

11. **Complete Agreement-Integration.** Unless otherwise specifically set forth in this Agreement, 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.

12. **Compliance with the laws.** In performing their obligations under this Agreement, the parties will comply with all applicable state and federal laws and regulations.
Intending to be legally bound by this Agreement, the parties sign below.

SINCLAIR COMMUNITY COLLEGE

[Signature]
Dr. Steven L. Johnson
President

4/29/14
Date

FRANKLIN UNIVERSITY

[Signature]
Dr. David R. Decker
President

5/15/14
Date
Appendix B

Enrollment Data for Students Enrolled in Program Courses

Franklin and College agree to share student information for tracking student enrollment and performance.

Franklin will work with College to develop regular reporting processes that provide enrollment data of students enrolled in Program courses.

Enrollment data may be provided on the following for each term:

A. On the first day (Opening Day) of class
B. 30 days after Opening Day
C. End of term

Enrollment data may include:

A. Student Name
B. Address
C. County
D. Date of Birth
E. Student Identifier/social security number
F. Sex
G. Race/ethnicity
H. Highest previous educational level
I. Educational goal
J. Academic program
K. Major
L. Course ID
M. Section ID
N. Credit hours
O. GPA