

Guaranteed Transfer Admission Agreement Between
McHenry County College
and
Columbia College Chicago

This Memorandum of Understanding ("MOU") dated as of May 21, 2019, ("Effective Date") is by and between McHenry County College ("MCC") and Columbia College Chicago ("Columbia"), an Illinois not-for-profit college.

RECITALS

Through this Memorandum of Understanding, MCC and Columbia agree to a cooperative relationship to better serve students and to facilitate the transfer process from MCC to Columbia through a Guaranteed Transfer Admission Program ("the Program").

The Program offers guaranteed admission to Bachelor of Arts degree programs at Columbia to all MCC students who have completed Columbia's Transfer Inquiry Form¹ ("Program Participants") and satisfied the Program requirements established herein.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCC and Columbia agree as follows:

1. Academic Requirements for Program Participants:

- a. Program Participants must complete both ENG 151 and ENG 152 with final grades of "C" or higher to meet the English proficiency requirements at Columbia. Program Participants shall not be required to submit separate proof of English proficiency at the time of application as a transfer student to Columbia. Program Participants must demonstrate math proficiency at the college-level through completing an IAI approved math course and earning a final grade of "C" or higher.
- b. Program Participants must have graduated from high school (as evidenced by a high school diploma or GED), and have completed a minimum of twenty-four (24) transferrable credit hours at MCC with a cumulative grade point average of 2.5 on a 4.0 scale on all transferrable coursework taken at MCC. At the time of application to Columbia, the Program Participant must be degree-seeking at MCC and in good standing at MCC.
- c. Courses numbered lower than 100-level and other courses deemed non-transferrable by Columbia are not included in the Program. Columbia shall apply no more than seventy-five (75) transfer credit hours towards completion of a Bachelor of Arts Degree at Columbia.

¹ Transfer Inquiry Form is available at <https://apply.colum.edu/register/moreinfo>.

Program participants and advising staff should refer to Transferology² for the most recent MCC course transferability information. Only coursework for which a Program Participant earns a "C" or higher is transferrable, except for Illinois Articulation Initiative ("IAI") eligible general education courses ("GECC") applying toward the general education core curriculum at Columbia. GECC applicable coursework must be graded at a "D" or higher to transfer for IAI eligible students, with the exception of a college-level math course and the composition sequence, as addressed above in section 1(a), which require a final grade of "C" or higher.

- d. Each institution shall encourage Program Participants to track their progress towards completion of the Program requirements by working with their transfer advisors at both MCC and Columbia. Program Participants shall authorize MCC and Columbia to share their education records, as defined by the Family Educational Rights and Privacy Act of 1974, and its implementing regulations ("FERPA"). Program Participants will complete an online participation form which will allow the sharing of education records between Columbia and MCC. Columbia shall provide reasonable advising services to Program Participants seeking to discuss Columbia's academic program requirements and transfer credit policies. Columbia may elect to communicate directly with Program Participants to inform them of presentations, workshops, activities, visits, and other events and resources relevant to Program Participants.

2. Admission Requirements for Program Participants:

- a. Program Participants must apply to Columbia through its transfer enrollment process and meet all applicable requirements and deadlines, including but not limited to the payment of tuition and fees, completion of a background check (if required), and receipt of certain vaccinations. Unless explicitly stated herein, all Program Participants who enroll at Columbia are subject to the same general rules and requirements applicable to all other Columbia students, including, but not limited to, those governing course enrollment, financial aid, academic sanction, suspension, and expulsion.
- b. Program Participants who satisfy the Program requirements are eligible to enroll in any available Bachelor of Arts program listed in Appendix A, which is attached hereto and incorporated by reference as if fully set forth herein. All other Columbia degree programs, including, but not limited to, its Bachelor of Music, Bachelor of Science, and Bachelor of Fine Arts programs, are selective entry programs and require a separate application process at the departmental level following enrollment at Columbia. Applicants transferring from MCC through the Program are not precluded from pursuing these selective-entry programs. However, admission is not guaranteed.
- c. Notwithstanding anything to the contrary, Columbia reserves the right to deny admission or the benefits of the MOU to individuals who: (1) have been suspended, dismissed, or expelled for academic or non-academic reasons from any academic institution; (2) have been convicted of any criminal offense; or (3) present other factors in their personal or academic background that Columbia deems inappropriate, inconsistent with Columbia standards, or otherwise harmful as determined by Columbia's Admissions Committee or Columbia's Office of the Dean of Students.

² The Transferology site is www.transferology.com.

- d. Failure to meet the academic and admission requirements for the Program does not preclude Program Participants from applying and being considered for admission to Columbia under the same conditions as traditional transfer applicants.

3. Eligibility for a Program Transfer Scholarship:

- a. As indicated in the chart below, Program Participants shall receive an admissions scholarship for their first year of enrollment at Columbia based on their cumulative grade point average on all transferrable course work taken at MCC, in addition to completion of the associate degree at MCC prior to enrolling at Columbia. This annual scholarship is renewable each year up to one hundred and twenty (120) attempted credits hours or four (4) years, whichever is reached first, upon the terms and conditions provided online³, to the extent applicable. Applicants shall be considered for additional merit-based scholarships for which they qualify and apply (when required). Completion of the Free Application for Federal Student Aid ("FAFSA") is required for consideration for many need-based awards.

Grade Point Average	No Associate Degree earned	Associate Degree earned
4.00 - 3.75	\$6,000	\$8,000
3.74 - 3.51	\$5,500	\$7,500
3.50 - 3.26	\$5,000	\$7,000
3.25 - 3.00	\$4,500	\$6,500
2.99 - 2.75	\$4,000	\$6,000

4. Reverse Transfer:

Columbia shall endeavor in good faith to facilitate the transfer of credit back to MCC ("Reverse Transfer") for Program Participants who do not earn their Associate's Degree at MCC prior to transfer to Columbia. Reverse Transfer enables MCC to include acceptable Columbia coursework in their review of degree completion.

5. Term:

- a. This MOU will remain in effect until terminated as provided below. The Program will be subject to annual review to adjust scholarship requirements and amounts, participating degree programs and requirements, and any other terms of the MOU the parties deem appropriate. Any changes to the Program must be agreed-upon in writing at least sixty (60) days prior to the first day of instruction (at both institutions) of the academic year in which the change will be implemented.
- b. Either party may terminate this MOU for any reason or no reason upon sixty (60) days' written notice to the other party.

³ Dean's Scholarship information is available at <https://www.colum.edu/student-financial-services/scholarships/deans-scholarship.html>.

- c. In the event of termination, the Program Participants at the time of termination will be guaranteed transfer into Columbia provided they satisfy all Program requirements and apply for admission as a transfer student to Columbia no later than two (2) years after the date of termination.

6. Miscellaneous:

- a. Marketing. MCC shall publish the details of this Program in a form agreeable to Columbia on its website to market it to students. Columbia and MCC will have the right to review and approve all advertising for the Program.
- b. Severability. If any provision of this MOU is found illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such provision of this MOU shall be deemed severed from this MOU and the validity of the remainder of this MOU shall not be affected thereby.
- c. Governing Law & Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Illinois. The parties shall use Cook County in the State of Illinois as the venue for any disputes arising from or in connection with this MOU.
- d. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this MOU will be effective when received in accordance with this Section 6(d) 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) with, in the case of the Columbia, an additional copy addressed to "General Counsel:"

For McHenry County College:

Laurie Cubit
McHenry County College
8900 US Hwy 14
Crystal Lake, IL 60012

For Columbia College Chicago:

Holly Herrera, PhD
Columbia College Chicago
600 S. Michigan Avenue, Ste. 601A
Chicago, IL 60605

cc:

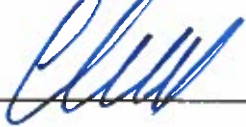
Columbia College Chicago
Office of the General Counsel
600 S. Michigan Avenue, Rm. 810
Chicago, Illinois 60605

- a. Waivers. The waiver by either party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
- b. Amendments. This MOU may be modified or amended only via a writing signed by both parties.

- c. Assignment. Neither party may assign its rights or delegate its duties under this MOU. Any attempted assignment or delegation in violation of this Section shall be null and void.
- d. Entire Agreement & Modification. This MOU contains the entire 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. This MOU shall not be modified, altered, or amended in any way other than by a written instrument executed by the parties.
- e. Counterparts: Facsimile Signatures. This MOU 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 MOU, facsimile signatures shall be considered equivalent to original signatures.
- f. Survival. All sections of this Agreement which by their nature would be expected to survive termination or expiration shall do so.
- g. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this MOU. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- h. Compliance with Laws. The parties shall comply with all applicable laws and regulations in performing their obligations hereunder, including, but not limited to, FERPA. When taking actions (or failing to act) in any way relating to this MOU, each party agrees that it shall not unlawfully discriminate against any person on the basis of race, sex, sexual orientation, religion, disability, age, national origin, or ancestry, genetic information, military status, gender identity and expression, veteran status, pregnancy or color.
- i. Force Majeure. Neither party shall be responsible for failure to perform the MOU if circumstances beyond its control (including but not limited to: acts of God, hurricanes, floods, epidemic or pandemic, strikes, work stoppages, or other labor disturbances, governmental authority, or declared war in the United States) make it illegal or impossible to perform as required. In such event, both parties shall use good faith efforts to arrange for a mutually agreeable alternative form of performance. If the parties are unable to agree to an alternative form of performance, the MOU shall terminate and neither party shall have any further obligations to perform.
- j. Headings. The section headings appearing in this MOU are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of any such section, or in any way affect this MOU.

By signing below, each party acknowledges its agreement with the terms and conditions of this MOU 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 MOU as of the Effective Date.

McHenry County College



Chris Gray, PhD

Vice President of Academic Affairs and
Workforce Development

Date 6/6/19



Clinton E. Gabbard, PhD
President

Date 6/17/19

Columbia College Chicago



Holly Herrera, PhD

Associate Provost for Transfer Initiatives and
Academic Partnerships

Date May 21, 2019

APPENDIX A
 MAJORS AVAILABLE FOR 2019 ADMISSIONS
 MCHENRY COUNTY COLLEGE GUARANTEED ADMISSION PROGRAM
 CONCENTRATIONS IN ITALICS

Acting	Fashion Studies	Music Business
Advertising	<i>Fashion Merchandising</i>	<i>Artist Management</i>
<i>Art Direction</i>	<i>Fashion Product Dev</i>	<i>Live and Touring</i>
<i>Copywriting</i>	Filmmaking	<i>Recorded Music and</i>
<i>Strategy</i>	Fine Arts	<i>Publishing</i>
ASL-English Interpretation	Game Art	Musical Theatre
Animation	Game Design	Photography
<i>Computer Animation</i>	<i>Sound Design</i>	<i>Commercial</i>
<i>Traditional Animation</i>	<i>Game Development</i>	<i>Fashion Photography</i>
Art History	Graphic Design	<i>Fine Art</i>
Arts Management	<i>Publication Design</i>	<i>Photography - General</i>
<i>Creative Industries</i>	<i>Web Design</i>	Photojournalism
<i>Film Business</i>	<i>General</i>	Programming
<i>Performing Arts</i>	Illustration	<i>Application Programming</i>
<i>Visual Arts</i>	Interaction Design	<i>Game Programming</i>
Audio Arts	<i>Graphic Design</i>	Public Relations
<i>Audio and Sound Design</i>	<i>Smart Interfaces</i>	Radio
<i>Audio Visual Systems</i>	<i>User Experience</i>	<i>Narrative</i>
<i>Integration</i>	<i>Web and Mobile Dev</i>	<i>Production</i>
<i>Live Sound Reinforcement</i>	Interdisciplinary	<i>Voiceover</i>
<i>Music Recording</i>	Documentary	Social Media & Digital
Comedy Writing and	Journalism	<i>Strategy</i>
Performance	<i>Broadcast Journalism -</i>	Television
Communication	<i>Radio</i>	<i>Internet and Mobile Media</i>
Creative Writing	<i>Broadcast Journalism - TV</i>	<i>Post-Production Effects</i>
<i>Fiction</i>	<i>Magazine Program</i>	<i>Production and Directing</i>
<i>Nonfiction</i>	<i>News & Features</i>	<i>Writing and Producing</i>
<i>Poetry</i>	Marketing	Theatre
Dance	<i>Digital Media</i>	<i>Directing</i>
Deaf Studies	<i>Entertainment Industry</i>	<i>Playwriting</i>
Design Management	<i>Sports Management</i>	<i>Stage Management</i>
English	Music	Theatre Design and
		<i>Technology</i>