Transfer Agreement

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Loyola University Chicago

and

Columbia College Chicago

In our continuing effort to extend the tradition of offering a rigorous education to a diverse population by using an innovative model that ensures affordability while providing care for the whole person, Loyola University Chicago has reached an agreement with Columbia College Chicago that prepares its Arrupe College of Loyola University Chicago ("Arrupe College") graduates to continue on to a bachelor's program using the building blocks obtained through the fundamentals of higher education.

WHEREAS, Loyola University of Chicago and Columbia College Chicago (hereinafter, collectively, "Parties") desire to promote the utilization of their resources to offer students a range of educational opportunities; and

WHEREAS, the Parties desire to outline specific transfer provisions; and

WHEREAS, the intent of the transfer agreement is to collaborate in the development of a transfer program that would facilitate the transfer of, admission to, and matriculation of Arrupe College graduates to Bachelor of Arts degree programs at Columbia College Chicago; and

WHEREAS, Loyola University Chicago and Columbia College Chicago are accredited by the Higher Learning Commission (HLC), both Parties are participants in the Illinois Articulation Initiative, and both Parties are entering into this Agreement pursuant to that Initiative;

NOW, therefore, the Parties state as follows:

- 1. Parties agree that each is committed to providing students with educational programs that complement, and are not repetitive of, the other Party's educational program.
- 2. To facilitate the admission process for Arrupe College students to Columbia College Chicago, Columbia College Chicago shall fully advise Arrupe College of all steps that its students must take to apply. Arrupe College students shall be advised by both Loyola University Chicago and Columbia College Chicago regarding each Party's education program, and how these programs complement each other and may be beneficial to students.
- 3. The Parties agree that Arrupe College students must meet the same criteria, standards and requirements, and must undertake the same process for admission, as any student applying to Columbia College Chicago.

- 4. Both parties will offer information sessions to inform students of educational opportunities made available to them.
 - a. Arrupe College will schedule and promote information sessions in the form of table visits, invitations to College Panel Series held at Loyola University Chicago, and provide meeting space for Columbia College Chicago representatives to hold information meetings.
 - Columbia College Chicago will periodically provide campus visits, tours, and presentations for and specific to Arrupe College students. Arrupe College students may also attend campus visits, tours, and presentations regularly offered at Columbia.
 - c. Columbia may elect to communicate directly with Arrupe College students to inform them of presentations, workshops, activities, visits, and other events and resources relevant to Arrupe College students.
- 5. The specifics of the transfer from Loyola University Chicago to Columbia College Chicago, including academic requirements, admission requirements, and scholarship eligibility are listed in Appendix A, attached hereto and incorporated by reference. The Parties agree that Appendix A shall be reviewed, agreed to, and, if need be, revised, on no less than an annual basis.
- 6. Arrupe College agrees to the following:
 - a. to be committed to the application, on-boarding, and matriculation support by offering resources to Arrupe College students during the application process and transmittal of required documentation.
 - to provide consistent outreach to ensure Arrupe College students are accessing the support services of Columbia College Chicago
 - to direct Arrupe College students to Columbia College Chicago's Transfer Specialist for guidance on financial aid for attending Columbia College Chicago.
- 7. Columbia College Chicago agrees to the following:
 - a. to be committed to the application, on-boarding, and matriculation support by ensuring Columbia College Chicago admissions representatives are aware of this agreement.
 - to provide orientations that outline academic, social, financial, and career development support and access and early advising and course registration to support Arrupe College students who have been admitted to Columbia College Chicago.
 - c. to provide reasonable advising services to Arrupe College students seeking to discuss Columbia College Chicago's academic program requirements and transfer credit policies.

- d. to show commitment to Arrupe College students by providing increased financial support as described in Appendix A;
- e. to accept students' signed FERPA (Family Education Rights and Privacy Act) waivers permitting communication between Arrupe College and Columbia College Chicago so the parties can exchange students' education records.
- Unless specified, each institution will be responsible for its own costs and expenses incurred in connection with the fulfillment of its obligations under this Agreement.
- Participating Students and advising staff should refer to Transferology1 for the most recent Arrupe College course transferability information.
- 10. Reverse Transfer: Columbia College Chicago shall endeavor in good faith to facilitate the transfer of credit back to Loyola University Chicago ("Reverse Transfer") for Arrupe College students who do not earn their Associate's Degree prior to transfer to Columbia College Chicago. Reverse transfer enables Arrupe College to include credits from Columbia College Chicago coursework in their review of degree completion. Reverse transfer course work must be deemed acceptable by Loyola.
- 11. As is consistent with all applicable laws, regulations and statutes, and with academic freedoms, the Parties agree to publicly disclose the program in order to make it known to potential students. Excluding jointly generated or agreed upon marketing materials, neither party will use the other party's name, marks or any other trade designations without the prior written approval of such party, which may be withheld for any reason.
- 12. As is consistent with all applicable laws, regulations and statutes, including but not limited to the Family Education Rights and Privacy Act, beginning with the second anniversary of this Agreement, and every two years thereafter, Columbia College Chicago will endeavor in good faith to advise Arrupe College of the graduation rates of Arrupe College alumni. The information shall be de-identified.
- 13. Both Loyola University Chicago and Columbia College Chicago warrants that it shall not discriminate against any applicant or participant on the basis of race, color, national origin, religion, gender, sexual orientation, age, or physical ability, or any other category protected by law.
- 14. The initial term of this Agreement shall begin on the date this agreement is last signed and will be effective for two (2) years thereafter. This Agreement may be reviewed annually for continuation. The term may be extended for future academic years with the written consent of both parties.
- 15. Either party may terminate this Agreement, without cause, by providing at least ninety (90) days written notice to the other party. The Agreement may also be cancelled at any time by mutual agreement of the parties. Any students already participating in the Program will continue with the privileges specified under this Agreement provided they continue to meet satisfactory

¹ The Transferology site is <u>www.transferology.com.</u>

academic progress toward their degrees.

- 16. In the performance of this Agreement, Loyola University Chicago and Columbia College Chicago are at all times acting as independent contractors and neither of them nor their respective employees shall claim to be employees, partners, joint ventures, or agents of the other institution.
- 17. This Agreement is intended to be non-exclusive. It shall not prevent either party from entering into similar agreements with other institutions.

18. Miscellaneous.

- a. Marketing. Loyola University Chicago shall publish the details of this Program in a form agreeable to Columbia on its website to market it to students. Columbia and Loyola University Chicago will have the right to review and approve all advertising for the program.
- b. <u>Severability.</u> If any provision of this Agreement is found illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such 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.
- c. Governing Law & Venue. This Agreement 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 Agreement.
- d. 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 17(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: Loyola University Chicago Loyola University Chicago Office of the General Counsel 820 North Michigan Avenue Chicago, IL 60611

CC:

Arrupe College of Loyola University Julie Garcia 820 North Michigan Avenue Chicago, IL 60611 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

e. Waivers. 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. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

- f. <u>Amendments</u>. This Agreement may be modified or amended only via a writing signed by both parties.
- g. <u>Assignment.</u> Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section shall be null and void.
- h. Entire Agreement & Modification. This Agreement 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 Agreement shall not be modified, altered, or amended in any way other than by a written instrument executed by the parties.
- i. <u>Counterparts: Facsimile Signatures.</u> 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.
- Survival. All sections of this Agreement which by their nature would be expected to survive termination or expiration shall do so.
- k. <u>Compliance with Laws.</u> The parties shall comply with all applicable laws and regulations in performing their obligations hereunder, including, but not limited to, FERPA.
- I. Force Majeure. Neither party shall be responsible for failure to perform the Agreement 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 Agreement shall terminate and neither party shall have any further obligations to perform.
- m. <u>Headings.</u> The section headings appearing in this Agreement 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 Agreement.

The parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives to be effective as set forth above.

Signed Steve Katsouros, SJ Dean and Executive Director Arrupe College	Date 1/28/2 =
Signed hhaef Kaufman Michael Kaufman Vice Provost Loyola University Chicago	Date_ 2 3 2 p
Signed Holly Herrera, PhD Associate Provost for Transfer Initiative	Date OI 14 2000

Columbia College Chicago

Appendix A

Pursuant to the Transfer Agreement between Columbia College Chicago ("Columbia") and Loyola University Chicago ("Loyola"), dated

College Students seeking admission to Columbia pursuant to the Agreement ("Participating Students") and eligibility requirements for transfer scholarships for Participating Students:

1. Academic Requirements for Participating Students:

- a. Participating Students must complete both ACWRI 105 and ACWRI 110 at Arrupe College with final grades of "C" or higher to meet Columbia's English proficiency requirements. Participating Students shall not be required to submit separate proof of English proficiency at the time of application as a transfer student to Columbia. Participating Students must demonstrate math proficiency by completing a college-level mathematics course and earning a final grade of "C" or higher.
- b. Participating Students must have graduated from high school (as evidenced by a high school diploma or GED), and have completed a minimum of sixty (60) transferrable credit hours at Arrupe College. Participating Students with a cumulative grade point average of 2.5 on a 4.0 scale on all transferrable coursework taken at Loyola's Arrupe College. At the time of application to Columbia, the Participating Student must be degree-seeking at Loyola's Arrupe College and in good standing at Loyola's Arrupe College.
- 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. Participating Students and advising staff should refer to Transferology¹ for the most recent Arrupe College course transferability information. Only coursework for which a Participating Student 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 Participating Students to track their progress towards completion of the Program requirements by working with their transfer advisors at both Arrupe College and Columbia.

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¹ The Transferology site is <u>www.transferology.com.</u>

2. Admission Requirements for Participating Students:

- a. Participating Students 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 Participating Students 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. Participating Students shall authorize Columbia and Loyola to share their education records, as defined by the Family Educational Rights and Privacy Act of 1974 and its implementing regulations ("FERPA").
- c. Participating Students who satisfy the Program requirements are eligible to enroll in any available Bachelor of Arts program listed in Appendix B, 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 Fine Arts, Bachelor of Music, and Bachelor of Science programs, have additional admissions requirements. Applicants transferring from Arrupe College pursuant to this Agreement are not precluded from pursuing these selective-entry programs. However, admission is not guaranteed.
- d. Notwithstanding anything to the contrary, Columbia reserves the right to deny admission or the benefits of the Agreement 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.
- e. Failure to meet the academic and admission requirements for the Program does not preclude Participating Students from applying and being considered for admission to Columbia under the same conditions as traditional transfer applicants.

3. Eligibility for a Program Transfer Scholarship:

As indicated in the chart below, Participating Students 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 Arrupe College, in addition to completion of the associate degree at Arrupe College 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

online², 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

² Dean's Scholarship information is available at https://www.colum.edu/student-financial-services/scholarships/deans-scholarship.html.

APPENDIX B

BACHELOR OF ARTS DEGREE PROGRAMS AVAILABLE FOR 2020 ADMISSIONS TRANSFER AGREEMENT BETWEEN LOYOLA UNIVERSITY CHICAGO (ARRUPE COLLEGE) AND COLUMBIA COLLEGE CHICAGO

Acting

Advertising

Art Direction Copywriting Strategy

ASL-English Interpretation

Animation

Computer Animation Traditional Animation

Art History

Arts Management

Creative Industries Film Business Performing Arts Visual Arts

Audio Arts

Audio and Sound Design Audio Visual Systems Integration Live Sound Reinforcement Music Recording

Comedy Writing & Performance

Communication

Creative Writing

Fiction Nonfiction Poetry

Dance

Deaf Studies

Design Management

English

Fashion Studies

Fashion Merchandising Fashion Product Development

Filmmaking

Fine Arts

Game Art

Game Design

Sound Design Game Development

Graphic Design

Publication Design Web Design General

Illustration

Interaction Design

Graphic Design Smart Interfaces User Experience Web and Mobile Development

Interdisciplinary Documentary

Journalism

Broadcast Journalism - Radio Broadcast Journalism -Television Magazine Program News & Features

Marketing

Digital Media Entertainment Industry Sports Management

Music

Music Business

Artist Management Live and Touring Recorded Music and Publishing

Musical Theatre

Photography

Commercial Fashion Photography Fine Art Photography - General

Photojournalism

Programming

Application Programming Game Programming

Public Relations

Radio

Narrative Voiceover Production

Social Media & Digital Strategy

Television

Internet and Mobile Media Post-Production Effects Production and Directing Writing and Producing

Theatre

Directing
Playwriting
Stage Management

Theatre Design and Technology