

**Guaranteed Transfer Admission Agreement Between
Triton College
and
Columbia College Chicago**

This Memorandum of Understanding (“MOU”) dated as of October 19, 2020, (“Effective Date”) is by and between Community College District 504, commonly known as Triton College (“Triton”), an Illinois Community College, and Columbia College Chicago (“Columbia”), an Illinois not-for-profit college.

RECITALS

Through this Memorandum of Understanding, Triton and Columbia agree to a cooperative relationship to better serve students and to facilitate the transfer process from Triton 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 Triton students who have completed Columbia’s Guaranteed Admission Participation 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, Triton and Columbia agree as follows:

1. Academic Requirements for Program Participants:

- a. Program Participants must complete both RHT 101 and RHT 102 at Triton 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 Triton with a cumulative grade point average of 2.5 on a 4.0 scale on all transferrable coursework taken at Triton. At the time of application to Columbia, the Program Participant must be degree-seeking at Triton and in good standing at Triton.
- 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. The

¹ Guaranteed Admission Participation Form is available at <https://apply.colum.edu/register/GAinquiry>.

accepted maximum of 75 credit hours is not limited to post-secondary coursework and can include advanced placement, international baccalaureate, and College Level Examination Program (CLEP) credit. Program participants and advising staff should refer to Transferology² for the most recent Triton 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 Triton and Columbia. Program Participants shall authorize Triton 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 Triton. 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, require additional review and consideration for enrollment. Applicants transferring from Triton 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 secondary and/or postsecondary institution; (2) have been adjudicated guilty or convicted of a misdemeanor, felony, or other crime or (3) present other factors in their personal or academic background that Columbia

² The Transferology site is www.transferology.com.

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.

- 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 Triton, in addition to completion of the associate degree at Triton 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 Triton ("Reverse Transfer") for Program Participants who do not earn their Associate's Degree at Triton prior to transfer to Columbia. Reverse Transfer enables Triton 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.

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

- b. Either party may terminate this MOU for any reason or no reason upon sixty (60) days' written notice to the other party.
- 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 of this MOU. All terms of this MOU regarding transfer of credit shall apply for those students enrolled at the time of termination. No new Program Participants will be enrolled in the Program after the date of termination.

6. Miscellaneous:

- a. Marketing. Triton shall publish the details of this Program in a form agreeable to Columbia on its website to market it to students. Columbia and Triton will have the right to review and approve all advertising for the Program. All advertising costs shall be the sole responsibility of each respective institution.
- b. Severability. If any provision of this MOU is found illegal, unenforceable or in conflict with any law by a court of competent jurisdiction or either institutions accrediting agency, 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 Triton College:

Susan Campos, PhD
Triton College
2000 Fifth Ave.
River Grove, IL 60171

Cc:

Kusper & Raucci Chartered
30 North LaSalle Street
Suite 2121
Chicago, IL 60602-2590

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 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, signed by the authorized agent of each party, and then only to the extent expressly set forth in writing.

- f. Amendments. This MOU may be modified or amended only via a writing signed by authorized agents of both parties.
- g. 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.
- h. Indemnification. Each party agrees to hold harmless and indemnify the other party, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against a party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the other party, its officers, agents or employees, under this Agreement.

Triton, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.
- i. Taxes. Each party assumes full responsibility for the payment of all federal, state and local taxes incurred by the party as a result of this Agreement.
- j. Authorized Agent. This Agreement is executed by an authorized representative of each party in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- k. Qualifications. Each party represents that it possesses all professional, business licenses and accreditation as required by law, if any, and all qualifications necessary to fully perform its obligations.
- l. Workplace and Classroom Conduct. Each party certifies that it maintains a written sexual harassment policy and a Drug Free Workplace in conformance with applicable law, rule and regulation.
- m. 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 authorized agents of the parties.
- n. 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.

- o. Survival. All sections of this Agreement which by their nature would be expected to survive termination or expiration shall do so.
- p. 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. None of the employees of one party shall make any claim for the benefits of employment provided by the other party, including the accrual of tenure.
- q. 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 any other status as prohibited or protected by applicable law, rule or regulation.
- r. 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.
- s. 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, in their official capacities only, as of the Effective Date.

Triton College



Susan Campos, PhD
Vice President of Academic Affairs

Date 10/19/2020

Columbia College Chicago



Holly Herrera, PhD
Associate Provost for Transfer Initiatives and
Academic Partnerships

Date 10/19/2020

APPENDIX A
MAJORS AVAILABLE FOR SPRING 2021 ADMISSIONS*
TRITON COLLEGE GUARANTEED ADMISSION PROGRAM
CONCENTRATIONS IN ITALICS

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*

Film and Television

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 - TV
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 &
Technology**

*Majors available for fall 2021 admission will be published on or about April 1, 2021.

Please note: A complete list of all Columbia undergraduate degree programs may be found at colum.edu

Columbia
COLLEGE CHICAGO