ARTICULATION AGREEMENT
Between
LORAIN COUNTY COMMUNITY COLLEGE
And
Franklin University
For
ASSOCIATE TO BACHELOR TRANSFER PROGRAM

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 21 day of March, 2022 (the "Effective Date") by and between Lorain County Community College (LCCC), with an address at 1005 N Abbe Rd, Elyria, OH 44035; and Franklin University, with an address at 201 South Grant Ave., Columbus, OH 43215. LCCC and Franklin University are institutions of higher education established pursuant to Section 3354 or 3344 respectively of the Ohio Revised Code. LCCC and Franklin University (either or both of which may hereinafter be referred to respectively as "Party" or "Parties") desire to enter into a contract pursuant to which students of LCCC would be eligible for articulated course credits at Franklin University, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Description of Articulation Program.
   a. Definitions. Articulation Criteria and Articulation Benefits are defined on Attachment A.
   b. Articulation Benefits to Students. Franklin University will provide the Articulation Benefits at no charge to past and present students of LCCC who meet the Articulation Criteria.
   c. Accreditation—of LCCC. LCCC warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. LCCC will notify Franklin University if such accreditation ceases to exist.
   d. Accreditation of Franklin University. Franklin University warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Franklin University will notify LCCC if such accreditation ceases to exist.
   e. Admissions Processing. For those past or present students who meet Articulation Criteria 1 (a-f), Franklin University will consider their applications for admission in accordance with standard Franklin University admission application evaluation criteria, while favorably recognizing students' accomplishments at LCCC.
   f. Non-Exclusivity. This Agreement is not exclusive, and either Party may enter into similar agreements with any other Party.
   g. Advising. Upon execution of this agreement, Franklin University will work with LCCC to develop strategies to provide LCCC students and graduates timely information about program opportunities and program requirements. Transfer degree plans will be reviewed and published annually. Franklin University and LCCC will each identify a staff member to serve part-time as liaison and to assure continued communication between the two institutions on matters relating to this agreement.
   h. Program-specific admission requirements. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of Franklin University and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that Franklin University units may establish and amend from time to time, providing those changes remain in conformity with any specific amendments to this contract which may be agreed to, in written form, by the parties, during the term of this Agreement.

2. Term and Termination.
   a. Term. This Agreement will run from the Effective Date and shall automatically renew for successive one-year periods from the signing date unless otherwise terminated as set forth in this Agreement.
   b. Termination.
      i. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the
later date to occur of (i) the end of the next admissions application and review period of Franklin University, 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 shall 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.

ii. Either party may terminate this Agreement at any time for any or no reason, effective one year after providing written notice of its intent to terminate to the other party.

c. **Post-Termination.** Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Franklin University shall continue to receive the benefits contemplated by this Agreement and the Franklin University catalog rights from the term in which they are admitted to Franklin University as set forth in Section I.b. of Attachment A which is attached hereto and made a part of this Agreement.

3. **Miscellaneous**

a. **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.

b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio applicable to contracts made and to be enforced wholly within Ohio.

c. **Jurisdiction; Venue.** 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 the U.S. District Court for the Northern District of Ohio or in the state courts of Ohio sitting in Cuyahoga County.

d. **Survival.** Section 2(c) and this Section 3 will survive termination or expiration of this Agreement.

e. **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 3(e) 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 LCCC, an additional copy addressed to "General Counsel":

For Lorain County Community College:   For Franklin University:
Jonathan Dryden, PhD.    Bill Chan
Provost/Vice President for Academic    Senior Vice President, Strategic Alliances
and Learner Services    201 South Grant Ave.
1005 N. Abbe Road Elyria, OH 44035    Columbus OH 43215

f. **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.

g. **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.

h. **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.

i. **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.

j. **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.

k. **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, sexual orientation, religion, disability, age, national origin, or ancestry, genetic information, military status, gender identity and expression, veteran status, pregnancy or color.

1. **Data Exchange.** As permitted and in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, and other applicable privacy laws including without limitation, the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 C.F.R. Parts 160 & 164 "the HIPAA Privacy and Security Rules"), collectively referred to as "HIPAA", and the Gramm-Leach-Bliley Act, Public Law No: 106-102 the parties shall exchange information regarding student success related to this agreement. LCCC will provide upon request a directory list of graduates from LCCC following each graduation. Franklin University will provide LCCC with information regarding the success of a student transferring to Franklin University while utilizing the benefits of this agreement, provided that that student has provided written consent to Franklin University to share such information beyond the available directory information. Franklin University will participate in exchange of information with LCCC in all aspects, and during the duration, of the Cleveland Compact and the Ohio Board of Regents' Reverse Transfer Initiative. For research purposes, the following data will be requested from Franklin University:

1. Social security number for tracking purposes (if possible)
2. Currently enrolled (yes/no)
3. Major as of the most recent term enrolled
4. Hours earned (cumulative)
5. GPA (cumulative)
6. Degree completed (if completed)
7. Major for which degree was awarded (or expected)
8. Number of terms required to complete degree

Institutional Research Departments of both institutions will be expected to meet within ninety days of signing of this agreement to determine a process to share information.

4. **Financial Aid Consortium**

Franklin University and Lorain County Community College will enter into a Financial Aid Consortium, by complying with the necessary information sharing, to entitle students in these programs to the appropriate federal, state and institutional assistance. This process includes annual reporting of tuition fees and academic calendar dates. Lorain County Community College agrees to electronic transcripting and/or third-party transcript requests when student-authorized for financial aid verification.

5. **Franklin University Provided Additional Benefits**

Franklin University agrees to provide the following benefits to faculty and staff of Lorain County Community College from the date of execution of this Articulation Agreement through the duration of the Articulation Agreement for the promotion of the designated transfer opportunity benefits.

**Faculty & Staff:**
- 15% tuition discount for Undergraduate and Graduate programs. *10% tuition discount on Doctorate programs. Employee must be a full/part-time permanent employee of Lorain County Community College.
- *Doctorate discount increases to 15% through our partnership with OACC. Employee must go through the OACC link when applying for the Doctorate.
- Free first Undergraduate course
- Free faculty development courses

6. **Collaborative Partnership Expectations**

Lorain County Community College agrees to provide the following in order to build awareness of these additional benefits and services to students, faculty & staff, and alumni:
- Identify Franklin University as an institution with which they have an Articulation Agreement on its website Articulation Agreement page. A link to Franklin’s website will be posted.
- Access to engagement with staff, faculty, and students through meetings, classroom presentations, training, etc.
- Electronic transcripting and/or third-party transcript requests when student-authorized.
- Graduation List that includes program, mailing address, and email address.
- Presence/link on Lorain County Community College’s online learning community platform.
- Presence/link/literature within Lorain County Community College’s employee benefits intranet page/packages to promote Franklin’s Community College Alliance Faculty/Staff Tuition Discount.

7. **Cooperative Marketing**

Lorain County Community College and Franklin University agree to cooperate in communicating transfer opportunity benefits about this partnership agreement through co-branded marketing.

This will include digital and offline marketing opportunities (dependent upon market) created and financed by Franklin University.

All co-branded marketing promoting the 3+1 partnership will be approved in advance by Lorain County Community College and Franklin University prior to distribution/production.
INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement 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 Agreement as of the Effective Date.

LORAIN COUNTY COMMUNITY COLLEGE:  
By: Jonathan Dryden, Ph.D.  
Provost/Vice President for Academic Affairs & University Partnership  
(3/22/22)

FRANKLIN UNIVERSITY:  
By: Bill Chan  
Senior Vice President, Strategic Alliances  
(3/22/22)
Attachment A

to the
Articulation Agreement Dated March 21, 2022
By and Between
Lorain County Community College
and
Franklin University

Articulation Criteria and Articulation Benefits

1. The articulation criteria ("Articulation Criteria") are:

a. Completion of an Associate of Arts, Associate of Science, Associate of Applied Science, or Associate of Applied Business

b. Franklin University and Lorain County Community College (LCCC) will jointly establish and approve major/program Transfer Pathways using the sample template in Attachment B or another approved template. Any revisions to a Transfer Pathway during the term of this Agreement must be approved in writing by the Parties and will be applied to new students undertaking the applicable pathway.

c. LCCC students must complete a minimum of 24 (core) transferable credits from the Ohio Transfer 36 disciplines (English; mathematics; arts/humanities; social and behavioral sciences; natural sciences) as part of their Associate degree program or will be required to take additional coursework in these areas.

d. Associate degree should include completion of ENGL 161 and 162 whenever possible. (See section 2a below)

e. Associate degree should include completion of gateway (prerequisite) coursework and required math course for student's intended major whenever possible.

2. The articulation benefits ("Articulation Benefits") are:

a. Franklin University will accept the associate degree, including 24 (core) credits of the Ohio Transfer 36, as meeting the Franklin University Core, excluding the following requirements which the student must complete:
LCCC students who have not completed ENGL 161 or 162 as part of their Associate degree will be required to complete ENG 120 College Writing & ENG 130 Research Paper.

b. Students may complete any major or minor; however, some majors may take more than four semesters of full-time study at Franklin University. Some majors that lead to professional licensure, accreditation or have program-based standards may require additional requirements and/or credits e.g., education, communication disorders, conservatory of music, exercise science, athletic training, social work. Consultation with the major or program director is recommended.

c. A maximum 94 credits can transfer to Franklin University from LCCC for an Associate degree. This 94-credit limit may be waived by the Registrar at Franklin University to allow a student to complete additional requirements of the Ohio Transfer 36. Student will be guaranteed junior standing. Transfer credit will always follow the most recent Franklin University e catalog. For a complete list of transfer equivalencies go to Franklin University https://www.franklin.edu/transferring-credit/estimate-your-transfer-credit

d. Students must complete a minimum of 30 credit hours at Franklin University to be Eligible for the Bachelor of Science degree.

e. All course equivalencies as determined by Franklin University faculty and in which the student has received a grade of D or better will transfer Franklin University e toward major, minor and core requirements with the completion of the Associate of Arts, Associate of Science, Associate of Applied Science or Associate of Applied Business]

f. Students must complete 124 semester hours, meet all Franklin University residency requirements for the major and minor and complete the experiential learning graduation requirement.