

Articulation Agreement

Franklin University

Kellogg Community College

The purpose of this document is to establish an articulation agreement between Kellogg Community College and Franklin University. Subject to Kellogg Community College's compliance with the requirements set forth herein, this agreement guarantees admission to Franklin University, transferability of credits, and a seamless transition for Kellogg Community College graduates seeking a baccalaureate degree.

Kellogg Community College and Franklin University enter into this articulation agreement in the spirit of cooperation and mutually recognize each other as quality institutions of higher learning. Each institution is dedicated to serving students from all walks of life, regardless of race, national origin, religion, sex, disability, color, age, marital status, or other non-merit factors.

Transfer

Upon application, Franklin University will guarantee acceptance of all Kellogg Community College graduates with an Associate of Arts, Associate of Science, or Associate of Applied Science degree. Transfer students from Kellogg Community College, upon acceptance, will have junior standing at Franklin University.

Students transferring from Kellogg Community College may transfer additional credits (up to a maximum of 94 semester credit hours) toward their baccalaureate degree. Students must complete a minimum of 30 credit hours at Franklin University to be eligible for the Bachelor of Science degree (minimum 120 semester hours).

A Curriculum Equivalency guide will be created by Franklin University each academic year for Kellogg Community College. Kellogg Community College programs and courses will be identified that will effectively transfer to Franklin University and prepare Kellogg Community College students for success in the Franklin University programs.

Financial Aid Consortium

Franklin University and Kellogg 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 and fees and academic calendar dates.

Privacy and Data Security

Both parties will comply with the Family Educational Rights and Privacy Act, Gramm-Leachy-Bliley Act of 1999 and all associated regulations, taking necessary steps to ensure that confidential personal information is not disclosed or distributed, including the 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 transferring students to participate in the articulation program and to track student interest, persistence, and success.

Indemnification

A. To the extent permitted by law, Kellogg Community College shall indemnify, defend, and hold harmless Franklin University, its agents or employees, from any claims, demand, or causes of action

arising out of negligent acts or omissions of Kellogg Community College, its agents or employees, in the performance of Kellogg Community College's obligations under this agreement.

- B. To the extent permitted by law, Franklin University shall indemnify, defend, and hold harmless Kellogg Community College, its agents or employees, from any claims, demand, or causes of action arising out of negligent acts or omissions of Franklin University, its agents or employees, in the performance of Franklin University's obligations under this agreement.

Jurisdiction and Venue

The parties of this agreement each specifically consent to jurisdiction in Ohio-Franklin county in connection with any dispute between the parties arising out of this agreement or pertaining to the subject matter hereof.

Term

This agreement shall automatically renew for successive on year periods from the signing date unless a party gives notice of non-renewal three months in advance of the expiration of the then-applicable term.

Franklin University reserves the right to modify the terms and conditions of this Agreement or to discontinue the articulation program at any time. Notice of modification or intentions to discontinue shall come in writing from on President to the other at least nine months prior to the date on which any action would be taken. In the event that the program is discontinued, Franklin University and Kellogg Community College will continue to provide services to all currently enrolled students through graduation or discontinued enrollment.

This agreement and attached addendums are effective only under the condition that both institutions maintain current accreditation by a regional accrediting association as recognized by the U.S. Department of Education. In the event that an institution loses its accreditation, this agreement and addendums will terminate immediately.

The parties agree to the provisions of any Addendums to Agreement, which are hereby incorporated by reference and made a part of this agreement.

Agreement signed: July 8, 2019