GUARANTEED ADMISSION PARTNERSHIP (GAP) BETWEEN TRINITY CHRISTIAN COLLEGE ("Trinity") and BLACK HAWK COLLEGE ("BHC")

In the continued effort to offer a rigorous education to a diverse population by using an innovative model that ensures affordability while providing care for the whole person deeply rooted in the Christian Reformed tradition, Trinity has reached an agreement with BHC that prepares its graduates to pursue a bachelor's degree using the building blocks obtained through the fundamentals of higher education.

WHEREAS, Trinity and BHC hereinafter, collectively, (i.e., the "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 herein; and

WHEREAS, Trinity and BHC aim to accomplish these goals by offering degree-seeking students the opportunity to enroll in a collaborative Partnership designed to facilitate successful transfer, subject to the terms and conditions stipulated below;

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 BHC students to Trinity, Trinity shall fully advise BHC of all steps that its students must take to apply. BHC students shall be advised by both BHC and Trinity regarding each Party's education program, and how these programs complement each other and may be beneficial to students.
- 3. Both Parties will offer recruitment initiatives/information sessions to inform students of educational opportunities made available to them:
 - a. BHC will schedule and promote table visits and other BHC-hosted opportunities for Trinity, as well as provide meeting space for Trinity representatives to hold information sessions on campus
 - b. Trinity will offer personalized campus visits, tours, and presentations for BHC students
- 4. The Parties agree that BHC students must meet the same criteria, standards and requirements, and must undertake the same process for admission as any transfer student applying to Trinity. Guaranteed admission pertains to students who have met the stipulated transfer admission requirements: a cumulative GPA of at least 2.5/4.0 from all previous colleges attended, and a successful completion rate of 67% of all courses attempted. Moreover, students must adhere to each institution's standard policies and procedures, including, but not limited to, those dealing with admission, enrollment in

courses, transferability of credits, student conduct and discipline, academic standing, dismissal, and re-entry.

- 5. Trinity agrees that an BHC student who transfers in with an Associate in Arts or Science with at least sixty (60) transferable hours will have junior status conferred upon them at the start of their first semester of study at Trinity. Trinity will accept a maximum of seventy-five (75) hours of community college transfer credit.
- 6. The transferable courses from BHC to Trinity shall be listed on an "Equivalency Guide" on Trinity's website. Both Parties shall have input in the development and/or necessary revisions of the Equivalency Guide and shall agree to its contents. The Parties agree that contents of the Equivalency Guide shall be reviewed and, if need be, revised, on an annual basis. Coursework taken at BHC in conjunction with this Partnership is subject to the Transfer Credit Policies in the Trinity catalog.
- 7. Both Parties agree to the following transfer coursework and requirements noted below [also, please see #6 above]. Once the associate degree is conferred by BHC, the Trinity Foundations Core will be considered complete except for the following graduation requirements to be taken at Trinity after transferring from BHC: FDN 111 Transfer Orientation (1), PHIL 101 Philosophical Perspectives in Worldview (3), THEO 131 Christian Scriptures (3), and a Chicago Connect or Interdisciplinary Inquiry course (3). These are also Foundations Core classes and are included in the one hundred twenty (120) minimum hours required for the bachelor's degree at Trinity.
- 8. Trinity strongly prefers that BHC students complete an Associate of Arts or Science degree prior to transferring. Trinity also agrees to participate in a *Reverse Transfer* endeavor, allowing BHC students to have their Associate of Arts or Science degree conferred, completing the equivalent course work at Trinity to transfer back to BHC for degree completion.
- 9. BHC further agrees to the following:
 - a. to offer Trinity transfer admissions counselors ample opportunities to recruit and advise BHC students on campus during the fall and spring semesters
 - b. to be committed to the application, on-boarding, and matriculation support by offering resources to students during the application process and transmittal of required documentation to Trinity
 - c. to provide consistent outreach to ensure that BHC matriculated students are accessing the support services of Trinity
 - d. to offer support to students to file for financial aid via the Free Application for Federal Student Aid (FAFSA) while at BHC

10. Trinity further agrees to the following:

- a. to be committed to the application, on-boarding, and matriculation support by ensuring Trinity admissions representatives are aware of this Partnership and can speak about the benefits of participating in said Partnership
- b. to provide increased support services with Trinity advisors who are fully informed

- of this Partnership and able to meet consistently with students to provide direction to academic, social, financial, and career development goals
- to offer transfer specific orientations (i.e., *Blueprints*) that outline academic, social, financial, and career development support and access
- d. to offer increased financial support to BHC students in addition to the usual aid packages for transfer students at Trinity; thus all accepted BHC students shall receive a renewable \$1,000 GAP Scholarship on top of their appropriate transfer merit scholarship upon admission to Trinity (please note: should a BHC student be awarded Trinity's full-tuition scholarship the Transfer Academic Excellence Scholarship they would receive this award in lieu of the aforementioned \$1,000 GAP Scholarship or other merit-based awards)
- 11. As is consistent with all applicable laws, regulations and statutes, and with academic freedoms, the Parties agree to publicly disclose the Partnership 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. The initial term of this Partnership shall begin on the date this agreement is signed and will be effective for three (3) years thereafter. The term may automatically renew for three (3) additional years and will be reviewed annually starting from the effective date. Any changes made to the Agreement within any three-year active period must be modified or amended in writing by both Parties.
- 13. Either party may terminate this Partnership, without cause, by providing at least ninety (90) days written notice to the other party. The Partnership may also be cancelled at any time by mutual agreement of the Parties. Any students already participating in the Partnership will continue with the privileges specified under this Partnership provided they continue to meet satisfactory academic progress toward their bachelor's degrees.
- 14. In the performance of this Partnership, BHC and Trinity 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.
- 15. This Partnership is intended to be non-exclusive. It shall not prevent either party from entering into similar agreements with other institutions.

16. Miscellaneous:

- a. <u>Marketing.</u> Trinity and BHC shall publish the details of this Partnership in a form agreeable to both Parties on their websites to market it to students. Trinity and BHC will have the right to review and approve all advertising for the program
- b. <u>Severability.</u> If any provision of this Partnership is found illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such provision of this Partnership shall be deemed severed from this Partnership and the validity of the remainder of this Partnership shall not be affected thereby

- c. <u>Governing Law & Venue</u>. This Partnership 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 Partnership
- d. <u>Notices.</u> All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Partnership will be effective when received in accordance with this Section 16(d) and must be given in writing by U.S. Mail and e-mail 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):

Black Hawk College 6600 34th Avenue Moline, IL 61265

Amy Maxeiner, Ed.D, P.T. Vice President for Instruction maxeinera@bhc.edu (309) 796-5043 and Cathryn Lass Articulation/Transfer Coordinator lassc@bhc.edu (309) 796-5474 Trinity Christian College 6601 W. College Drive Palos Heights, IL 60463

Michael D. Morsovillo, M.A. Director of Admissions Partnerships mike.morsovillo@trnty.edu (708) 239-4892

- e. <u>Waivers.</u> The waiver by either Party of any provision of this Partnership on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Partnership 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. Entire Partnership & Modification. This Partnership contains the entire understanding of the Parties with respect to the subject matter hereof, supersedes all other agreements, and shall not be modified, altered, or amended in any way other than by specific correspondence executed by the Parties
- g. <u>Counterparts: Facsimile Signatures.</u> This Partnership 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
- h. <u>Survival.</u> All sections of this Partnership which by their nature would be expected to survive termination or expiration shall do so
- i. Recordkeeping. The Parties shall comply with all applicable laws and

regulations in performing their obligations hereunder pertaining to the maintenance of shared records. Both Parties agree to abide by all applicable state and federal laws concerning the protection and privacy of student records, medical records, and mental health records, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act of 1996 (HIPAA). If record sharing becomes necessary within subsequent major-specific agreements, participating students must provide each institution with a signed Intent to Enroll form to disclose their education records, including, but not limited to, the following: academic, admission, advising information, program completion status, and financial aid information.

Statements of Non-Discrimination.

BHC: "It is the policy of Black Hawk College not to discriminate in its programs, activities, or employment on the basis of race, color, national origin, sex, disability, age, sexual orientation, gender identity, creed, religion, and actual or potential family, parental or marital status, as required by the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1973, Title IX of the Education Amendments Act of 1972, the Clery Act, and Violence Against Women Reauthorization Act of 2013, the Rehabilitation Act of 1973, and the American with Disabilities Act of 1990, and the ADA Amendments Act of 2008. Inquiries about this policy may be forwarded to carys@bhc.edu. Additional information may be found in the Student Handbook."

Trinity: "Trinity Christian College adheres to all federal and state civil rights laws prohibiting discrimination in private institutions of higher education. In employment, in access to educational opportunities, and in all other areas of college life, Trinity Christian College prohibits unlawful harassment and discrimination on the basis of race, ethnicity, sex, national origin, age, marital status, disability, sexual orientation, veteran or military status, gender or any other protected category under applicable local, state, or federal law, including protections for those opposing discrimination or participating in any resolution process on campus or within the Equal Employment Opportunity Commission or other human rights agencies."

k. Force Majeure. Neither Party shall be responsible for failure to perform the Partnership 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 Partnership shall terminate and neither Party shall have any further obligations to perform.

The Parties hereto have caused this Partnership to be executed on their behalf by their duly authorized representatives to be effective as set forth above in Section 16d.

Vice President for Instruction

Black Hawk College

Signed_ Jerome Douglas

Jerome Douglas, Ph.D. Vice President for Academic Affairs Trinity Christian College Date 05/17/2023

Signed Aaron Kuecker

Aaron Kuecker, Ph.D. Interim President Trinity Christian College Date 05/17/2023

Signature: Jerome Douglas

Email: Jerome.Douglas@trnty.edu

Signature: A-1/L

Email: Aaron.Kuecker@trnty.edu