

CUYAHOGA COMMUNITY COLLEGE DISTRICT
And
FRANKLIN UNIVERSITY
MASTER PARTNERSHIP AGREEMENT

This Agreement, effective as of the 22nd day of December, 2016, is between Cuyahoga Community College District (the "College"), an Ohio political subdivision with its district office located at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878, and Franklin University (Franklin, or "Partner"), a non-profit institution of higher education, located at 201 S. Grant Avenue, Columbus, Ohio 43215. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Franklin is established pursuant to Ohio nonprofit corporation law. The College and Franklin (both or either of which may hereinafter be referred to respectively as the "Parties" or a "Party") desire to enter into an agreement.

WHEREAS, the College is offering associate degree programs, as well as the opportunity for students to pursue bachelor's degrees through collaborations with four year institutions; and

WHEREAS, Franklin wishes to collaborate with the College to offer bachelor's degree programs at the College's campuses and sites.

NOW THEREFORE, 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:

I. Scope:

- a. **Courses and Programs.** Franklin intends to offer courses toward undergraduate programs in Accounting, Forensic Accounting, Business Administration, Management and Leadership as set forth in Attachment B ("Franklin Courses"). Attachment B may, from time to time during the life of this Agreement, be amended with the mutual written consent of the Parties.
- b. **Development of Procedures.** The College and Franklin will develop agreed upon procedures for, among other things, scheduling rooms, creating joint promotional and advertising materials, distributing promotional or advertising materials and use and placement of signage.
- c. **Payment.** Payment to the College for facility usage is based upon Partner's volume of space utilization and services provided by the College. Franklin agrees to pay the College the established rates as defined in Attachment A. The College will provide a billing template to Franklin and Franklin will return the completed template by the 15th day of the term. Attachment A may, from time to time during the life of this Agreement, be amended with the mutual written consent of the Parties.
- d. **Accreditation of the College.** The College warrants that it is accredited by the Higher Learning Commission. The College will notify Franklin if such accreditation ceases to exist.

- e. **Accreditation of Franklin.** Franklin warrants that it is accredited by the Higher Learning Commission. Franklin will notify the College if such accreditation ceases to exist.
- f. **Non-Exclusivity.** This Agreement is not exclusive, and either Party may enter into similar agreements with any other party.
- g. **Non-Competition as Completion Degree Offerings at a Particular Campus or Site.** Notwithstanding the preceding section on non-exclusivity, the College agrees that it will not permit any third party institutions to offer the same program completion pathway at the same College campus or site where Franklin has contracted to offer courses as part of an agreed upon articulated pathway. The College will agree to this non-competition for course offerings at a specific campus or site so long as all of the following conditions are satisfied:
 - i. Franklin and the College will create a four-year pathway for degree completion. This may not guarantee completion within two years of enrollment in the degree program with an associate degree, but to identify courses and credits that will be required for the completion of an identified bachelor's degree. Franklin will guarantee to the College and students intending to complete the required courses at the College Site that Franklin will offer the Franklin courses needed for the degree(s) completion at the College campus or site for two years following the expiration or termination of this Agreement. Failure to do so, Franklin will provide an alternative method for this period of time and compensate the College at the rate for delivery of the same courses if they were offered on the College campus or site.
 - ii. Courses in the articulated pathway shall be scheduled and offered in at least three out of four of Franklin's consecutive academic terms. A summer term may qualify for only one of the three required terms. Courses will be offered as per the pathway outlined in the Articulation Agreement for that program. A minimum of 50% of the courses offered by the Partner each term will be delivered in a face to face, hybrid or video conference (IVDL) modality at the College Site to meet the above required terms. The other 50% can be offered online.
 - iii. This provision "g" applies only at those sites where Franklin is offering courses in an articulated degree completion pathway, and does not apply to any other College campuses or sites, or to any other articulated pathways other than as outlined in Attachment B.
 - iv. Franklin may offer Franklin courses as specified in Attachment B at the College's Western Campus, provided, however, that the offerings at Western Campus shall be non-exclusive and the College and/or another third part may be permitted to offer the same or similar courses at Western Campus.
 - v. Should Franklin fail to meet any of these conditions, the College is free to contract with any other third party institution for the courses previously offered by Partner.

- h. Confidentiality.** Insofar as permitted by law, College and Franklin shall maintain confidentiality with regard to information about each other's programs, methods of delivering instruction or other trade secrets as may be discovered or shared during the term of this Agreement.

II. *Term and Termination:*

- a. Term.** This Agreement will run from the start of the College's fall academic term this Agreement was signed (the "Effective Date") and is fully executed by the parties until the end of the last day of the College's Spring 2019 academic term, at which time this Agreement will automatically expire unless otherwise terminated as set forth in this Agreement.
- b. Annual Review.** Both Parties agree to meet annually at the end of the spring academic term of the College to review the effectiveness of the Agreement and to ensure proper standing and compliance as agreed upon in this Agreement.
- c. Termination.** Either Party may terminate this Agreement in the event of a material breach by the other Party, at the end of the last day of the academic term in which the breach occurs, *provided* that the breaching Party shall have been given no less than ninety (90) days advance written notice of said intention to terminate, including a detailed description of the breach, and provided 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.
- d. Post-Termination.** Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Franklin shall continue to receive the benefits contemplated by this Agreement until the earlier to occur of (a) the student's completion of the degree program in which such student is enrolled, or (b) two years from the effective date of termination of this Agreement. Students will be notified by Franklin as to the process to be followed to complete the degree.

III. *Terms of Use of Facilities:*

- a. Use of Space.** Franklin may use and occupy the space at the College agreed upon by the Parties for the purpose of providing the Franklin Courses as set forth herein, in accordance with the terms of this Agreement and in accordance with the specific location listed on Attachment B. The Parties shall develop a schedule of the use of the space (the "Use Schedule") which shall be incorporated herein on Attachment B. Attachment B may, from time to time during the life of this Agreement, be amended with the mutual written consent of the Parties. In addition, Franklin agrees that it will use and occupy the facility in full compliance with all applicable municipal, county, state and federal ordinances, and laws, including rules, regulations, policies and procedures of the College. Each Party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its employees and contracted servants and further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and

nothing in the Agreement shall impute or transfer any such responsibility from one to the other.

- b. Waiver of Claims.** Franklin hereby waives any claims it may have against the College arising out of or resulting from Franklin's use of the College's equipment and occupancy of the facility.
- c. Insurance.** Each Party represents that it has a policy of general liability insurance in force and effect on the dates of the use of the facility with liability limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage combined and issued by an insurance company licensed to do business in the state of Ohio. Franklin shall provide College with a certificate evidencing such coverage and naming Cuyahoga Community College District and its Board of Trustees as additional insured and further stating that the insurer agrees to notify College not less than thirty (30) days in advance of any proposed modification or cancellation of such policy. Franklin shall also provide evidence of coverage for Educator's Professional Liability insurance.
- d. Computer Equipment.** With respect to the College's computer equipment, Franklin acknowledges and agrees that it shall not use or install any software onto College computers without securing prior written approval and clearance from the College. Franklin agrees to assume responsibility for any and all loss and damage to the College's computer equipment and computer systems and any loss of data suffered by the College resulting from Franklin improper use of the College's computer equipment, including, but not limited to, the unauthorized use of software and the installation of permit holder's/licensee's defective software.
- e. Disclaimer of Warranties.** The College does not make and expressly disclaims any representations or warranties of any kind, express or implied, with respect to the equipment, documentation, software or the functionality, performance, results or use of the College's computer equipment, documentation or software including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or against interference or infringement. The College shall not be liable to Franklin hereunder under any circumstances.
- f. Smoking.** Smoking and other forms of tobacco use are currently prohibited in and within 10 feet of the entrances to all College buildings and vehicles. Effective August 8, 2016, smoking and other forms of tobacco use will be prohibited at all College campuses and facilities.
- g. No Subleasing.** Franklin may not sub-let or sub-license any part of the facility.
- h. Room Relocation.** The College agrees to mutually discuss and work with Franklin to relocate Franklin classes to different rooms other than those originally assigned, either temporarily or permanently. If relocation becomes necessary, the College will provide Franklin with reasonable advance notice of the change. This may include calendar or space/location changes should the College alter its calendar with regard to days, times, and/or location of operation.

- i. **Technical Support.** The College will provide support for all College owned and provided technical instructional equipment for faculty at the College Site during normal College Site operating hours.

IV. Marketing:

- a. **Collaboration.** Each party agrees to collaboratively work together on an annual basis to identify, review and implement reasonable marketing efforts to cross-promote the University Partnership with Cuyahoga Community College at College Site, where appropriate, such as in individual direct mail, advertisements, media releases and related communications.
- b. **Strategies and Expenses.** Each party will mutually agree to identify and document annual marketing strategies and expenses, both shared and separate costs in connection with the development and implementation of any such marketing activities.
- c. **Designee.** The College and Franklin will each designate a person with authority to review and approve on behalf of such party all promotional materials created to promote College Site and the University Partner's academic offerings as outlined within this Agreement. In addition, both parties have a right to approve any and all public statements that involve the other institution.
- d. **Signage and Branding.** Franklin shall adhere to College signage and branding guidelines, which will be provided to Franklin upon request.

V. Miscellaneous:

- a. **Severability.** If any Section or provision of this Agreement is 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. **Campus Incidents and Alerts.** In the case of an emergency, the Partner institution representative will call Campus Police at 216.987.4911 and for non-emergencies 216.987.4325. The Partner will establish a designee for a single point of contact to ensure timely receipt of college incident and/or emergency notifications.
- c. **Clery Art Reporting.** The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act requires postsecondary institutions to disclose campus crime statistics and security information. For annual Clery Art reporting, the Partner's Clery officer will contact the College's Clery officer to request the annual crime statistics for incidents that occur on campus and the local police for incidents that occur on public property within or immediately adjacent to the campus.
- d. **Student Code of Conduct.** It is the intention of the parties that faculty, staff and administrators work in a mutually supportive manner to maintain proper student conduct.

Franklin shall provide College and students with Partner's Student Code of Conduct and Student Rights and Responsibilities. Students will be responsible to adhere to the College's and/or Franklin's Student Code of Conduct and Franklin's Student Rights and Responsibility policies, as applicable.

- e. **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. Any dispute arising between the parties that cannot be mutually resolved shall be referred to arbitration. As a public entity Cuyahoga Community College may not participate in confidential arbitration.
- f. **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 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):

For Cuyahoga Community College:
Lisa Williams
Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

For Franklin University:
Franklin University
Attn: Linda Steele
Vice President, Enrollment and Student
Affairs
201 S Grant Avenue
Columbus, OH 43215

With a copy to:
Office of General Counsel
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 44115

- g. **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 through a writing signed by both Parties.
- h. **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.
- i. **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.
- j. **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.


- k. **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.
- l. **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 in any respect on the basis of race, religion, sex, sexual orientation, disability, age, national origin, color, or status as a disabled veteran, a Vietnam era veteran, or other protected veteran status.
- m. **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. The College will provide upon request a directory list of graduates from the College following each graduation. Franklin will provide the College with information regarding the success of a student transferring to Franklin while utilizing the benefits of this Agreement, provided that that student has provided written consent to Franklin to share such information beyond the available directory information. Franklin will participate in exchange of information with the College in all aspects and the Ohio Department of Higher Education's Reverse Transfer Initiative. For research purposes, the following data will be requested from Franklin:
 - 1. SSN (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 processes to share information.

- n. **Omissions & Errors.** If any terms, words or clauses are inoperative by virtue of error or omission on the part of either Party, the inoperative term, word or clause will be replaced automatically with a valid, enforceable and operative provision as close to the original language as may be possible which preserves the original intent of the Parties to this Agreement.

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.

CUYAHOGA COMMUNITY COLLEGE DISTRICT

By: 

Lisa Williams
Vice President, Learning and Engagement

Date: 1/30/17

FRANKLIN UNIVERSITY

By: 

Linda Steele
Vice President, Enrollment and Student
Affairs

Date: 2/15/17