

TRANSFER AGREEMENT

Between Butler University and
Harper College
1200 West Algonquin Road
Palatine, IL 60067

Statement of Purpose

The purpose of this articulation agreement dated [9/6/2024], (hereinafter “Agreement”) is to establish procedures and guidelines for students to transfer to Butler University (hereinafter “Butler”) following completion of an A.A., A.S., or A.A.S degree program at Harper College (hereinafter “Harper”). With respect to courses of study that lead to an associate’s degree, both Butler and Harper will facilitate the transfer of Harper associate-degree graduates to Butler’s online undergraduate completion program(s)¹.

Students will be eligible for this Articulation Agreement (“Agreement”) effective August , 2024.

Transfer Agreement

Graduates from Harper’s A.A., A.S., or A.A.S. degree programs may transfer and apply a minimum of 60 credit hours from that completed degree to the requirements for Butler’s online undergraduate completion program(s).

Addendum One: Requirements for Transfer Details

Addendum Two: Sample Degree Plan for A.A. or A.S Students Transferring from Harper to Butler’s Online Undergraduate Completion Program, a Bachelor of Science in Organizational Leadership (BSOL)

Addendum Three: Sample Degree Plan for A.A.S. Students Transferring from Harper to Butler’s Online Undergraduate Completion Program, a Bachelor of Science in Organizational Leadership (BSOL)

Addendum Four: Financial Benefits of Partnership (not included yet currently going through legal)

¹ Currently, Butler University offers one online undergraduate completion degree—a Bachelor of Science in Organizational Leadership. Additional majors are expected to be added as the university expands its portfolio of degree completion programs.

Additionally, under the terms of this agreement:

1. Harper students are eligible for admission with junior-year standing, as defined in Butler's academic policies, to Butler provided:
 - a. The student has submitted a complete application for admission to Butler .
 - b. A course grade of "C" or better must be earned to be accepted for transfer. Please note that non-graded and pass/fail courses are evaluated on a case-by-case basis.
 - c. The student has a 2.0 or higher grade point average on a 4-point scale.
2. As Harper graduates complete the credit hour requirements for the award of the B.S. in Organizational Leadership from Butler, they must meet Butler graduation requirements as approved by Butler at the time of the student's admission to the appropriate degree program. Once enrolled at Butler, students are subject to all Butler academic policies and student code of conduct.
3. Written notice of intention to terminate or withdraw from this Agreement will be submitted in writing by the academic head of either institution to the other institution's academic head at least 180 days before the proposed date of termination/withdrawal. Should a decision be made to dissolve this agreement, students who are already attending or have been admitted to Butler at the time will be permitted to continue if their academic performance remains in good standing.
4. Recognizing that changes in curricula and course content are inevitable (including, but not limited to, credit hours, degree components, degree name, course descriptions), each institution agrees to promptly inform the other (in writing to the other institution's academic head) of any substantive changes in academic requirements, course or program of study, or any other change that may affect this agreement. Butler and Harper agree to provide annual updates in writing on newly added or approved courses to be considered for credit transfer acceptance.

5. This Agreement becomes effective when all signatures are affixed and remains in effect for three (3) years from the date below. After three years, the Agreement may be renewed with or without modification in writing by mutual agreement of both Harper and Butler.

7. This Agreement does not create a partnership, joint venture or agency relationship between the parties of any kind or nature. This Agreement does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party shall have any right, power, or authority under this Agreement to act as a legal representative of the other party, and neither party shall have any power or authority to obligate or bind the other or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever. Each party acknowledges that the relationship of the parties hereunder is non-exclusive.

General Provisions

1. **Marks and Intellectual Property.** Each Party understands and agrees that all trademarks, service marks, logos, symbols, slogans, domain names and trade names (collectively "Marks") are the properties of their respective owners. A Party's Marks may only be used with that Party's prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Prior written consent must also be obtained for any materials produced and distributed by a Party which contain the name, image, and likeness of the other Party (including its students, employees, directors, officers, or agents) and/or specifically reference this Agreement and/or makes a general representation about the other Party's institution. Except as otherwise provided herein, each Party owns and retains all right, title and interest, worldwide to its respective name, tradenames, trademarks, service marks, trade secrets, patents and other intellectual property rights and each Party agrees that no transfer, grant or license of rights under any patent or copyright or to any intellectual property, proprietary information and/or trade secret is made or is to be implied by this Agreement except as may be expressly stated otherwise herein.

Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other party. In no event shall the license or use of Butler's name, tradename, trademark, or logo be assigned

to a parent, affiliate, or successor company formed by the merger or reorganization or similar corporate transaction of either institution with another company or institution.

2. **Governing Law and Venue.** This Agreement and all the rights and obligations and terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Indiana.
3. **Amendments.** This Agreement may not be amended or modified except by a written instrument executed by both Parties.
4. **Severability.** The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof.
5. **No Financial Implication.** No financial implications concerning the transfer or exchange of cash, equipment, or real estate between the Parties is intended or implied by this Agreement. Butler and Harper are separate and independent institutions of higher education and intend to remain so. The administrators of Butler and Harper are authorized to prepare and implement plans of action and procedures necessary to affect this Agreement.
6. **Non-exclusivity.** This Agreement in no way prohibits either Party from participating in similar activities with other public or private agencies, organizations, and individuals.
7. **Exemptions, Privileges, and Immunities.** It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver by either Harper or Butler of its right to claim such exemptions, privileges, and immunities as may be provided by law. None of the terms of this Agreement shall be deemed to be waived, in whole or in part, by either Party unless such waiver is in writing and executed by authorized representatives of both Parties. No waiver of any provision of this Agreement shall be deemed a waiver of, or render unenforceable, any other provision of this Agreement.
8. **Compliance with Laws and Policies:** Each Party and its directors, officers, shareholders, members, principals, participants, employees, and agents shall comply with applicable laws, ordinances, regulations, and codes, including the

identification and procurement of required permits, certificates, approvals, and inspections, if any, related to the performance of this Agreement.

- 9. **Force Majeure.** Neither Party will be liable for failure to perform any obligation under this Agreement if such failure is directly caused by a Force Majeure Event. A “Force Majeure Event” shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the Party impacted, and that could not have been prevented by the reasonable diligence of the Party. Without in any way limiting the foregoing, a Force Majeure Event may include, but is not restricted to, acts of God or of a public enemy, acts of the Government in either its sovereign or contractual capacity, war, riots, fires, floods, epidemics or pandemics, mass health issues or disease, quarantine restrictions, strikes or labor difficulties, civil tumult, freight embargoes, natural disasters, unusually severe weather, a failure or disruption of utilities or critical electronic systems, acts of terrorism, mass shootings or other emergencies that disrupt a Party’s operations.

Agreed to [9/6/2024] (date)

Signed by:
Harper College

Ruth Williams
24F70102883E4C6...
Robert Parzy
708AF8D222664BF...

Ruth Williams, PhD. Provost
Robert Parzy, Associate Provost, Enrollment

Services

Butler University

Signed by:
Brooke Barnett
9542A1A6F9434AD...

Brooke Barnett, Ph.D. Provost and Executive Vice

President for Academic Affairs

DocuSigned by:
Stephanie Hinshaw
8B396E4F4ABE497...

Stephanie Hinshaw, Associate Vice President of

Transformation

Addendum One: Requirements for Transfer Details

Students who seek admission to one of Butler's online degree completion programs and: (1) who have completed an Associate of Arts (AA), Associate of Science (AS) or other academically-focused (as opposed to vocational/technical) associate's degree; OR (2) who have completed at least 60 transferable credits that include general education courses reflective of five elements of the Core Curriculum Areas of Inquiry (Analytic Reasoning, the Natural World, Perspectives in the Creative Arts, the Social World, Texts and Ideas) and two courses in English composition (e.g., First-Year Seminar), will have the following Core Curriculum areas considered "met" through the block acceptance of transfer credit.

- First-Year Seminar (FYS)
- All Areas of Inquiry: Analytic Reasoning (AR), The Natural World (NW), Perspectives in the Creative Arts (PCA), Well-Being (WB), The Social World (SW), Texts and Ideas (TI)
- The Butler Cultural Requirement (BCR)

Students who have completed a vocational/technical/applied associate's degree, or whose 60 transferable credits do not include one or more of the five Areas of Inquiry or English composition requirements listed below, will be expected to complete these missing requirements as part of their degree completion program.

The following mission-critical Core Curriculum areas will be considered "**not met**" through the block acceptance of transfer credit, necessitating their incorporation into Butler University's degree completion programs.

- Global and Historical Studies (GHS) - *Please note that students who have completed a history, international or global course as part of their transfer coursework could have this coursework considered to count toward the GHS requirement.*
- Social Justice and Diversity (SJD) - *Please note that this Core Curriculum requirement could be met by a course in the major at Butler.*
- The Indianapolis Community Requirement (ICR) - *Please note that this Core Curriculum requirement could be by a course in the major at Butler.*

Butler University reserves the right to make changes to any course equivalency at any time without notice due to curriculum changes at Butler University or the transferring institution. Final decisions on transfer credits are made by the Butler Office of Registration and Records.

Addendum Two: Sample Degree Plan for A.A. or A.S. Students Transferring from Harper to Butler’s Online Undergraduate Completion Program, a Bachelor of Science in Organizational Leadership (BSOL)

Coursework Completed at Harper

Harper graduates holding an AS or AA degree will be granted a block transfer of a minimum of 60 credits, regardless of their major. This allocation will advance their academic standing to junior level as they begin the BSOL program at Butler. Additionally, these students will have the following Core Curriculum areas considered met through the block acceptance of transfer credit.

- First-Year Seminar (FYS)
- All Areas of Inquiry: Analytic Reasoning (AR), The Natural World (NW), Perspectives in the Creative Arts (PCA), Well-Being (WB), The Social World (SW), Texts and Ideas (TI)
- The Butler Cultural Requirement (BCR)

Remaining Coursework to Be Completed at Butler

First Year at Butler University			
Course Number	Course Name	7-Week Session	Semester Credits

ORGL 201	Professional Leadership Development	Fall A	3
MK 280	Principles of Marketing	Fall A	3
ORGL 215	Business and Professional Writing	Fall B	3
ORG 362	Leadership and Communication	Fall B	3
MS 100	Business Applications with Excel	Fall B	2
MA 162	Elementary Statistics	Spring A	3
ORG 315	Business and Professional Communication	Spring A	3
ORG 359	Intercultural Communication	Spring B	3

LE 264	Business Ethics	Spring B	3
ORGL 320	Writing with Visual Impact	Summer A	3
GHS Elective #1	Global and Historical Studies Elective	Summer A	3
ORGL 411	Leading Organizational Change	Summer B	3
GHS Elective #2	Global and Historical Studies Elective	Summer B	3
Total Semester Credit Hours			38
Second Year at Butler University			
Course Number	Course Name		Semester Credits

ORGL 400	Inclusive Leadership	Fall A	3
ST 310	Social Studies of Science and Technology	Fall A	3
ED 453	Perspectives in Leadership	Fall B	3
ORG 356	Communication Research Methods	Fall B	3
ORGL 408	Leadership Roles: Trainer, Mentor, and Coach	Spring A	3
ORGL 300	Leadership in the Digital Age	Spring A	3
ORGL 460	Organizational Leadership Capstone	Spring B	4
ORGL 430	Financial Leadership	Spring B	3
Total Semester Credit Hours			25

Additional Requirements		
Total Credit Hours taken at Butler		63
Credits Transferred from Harper		60
Hours Needed for a Bachelor’s Degree:		123

Addendum Three: Sample Degree Plan for A.A.S. Students Transferring from Harper to Butler’s Online Undergraduate Completion Program, a Bachelor of Science in Organizational Leadership

Coursework Completed at Harper

Harper graduates with an AAS degree will receive a block transfer of 57 credits (out of a standard 60-credit block, excluding MTH 097, which is below the 100-level and does not meet Butler's transfer requirements). This credit allocation will advance their academic standing to junior level when they start the BSOL program at Butler. Harper graduates who successfully complete MTH 101 or higher in fulfillment of their AAS degree requirements will be granted the standard block of 60 credits.

Remaining Coursework to Be Completed at Butler

Students who have completed a vocational/technical/applied associate's degree, or whose transferable credits do not encompass one or more of Butler's five Areas of Inquiry (Analytic Reasoning, the Natural World, Perspectives in the Creative Arts, the Social World, Texts and Ideas), and two courses in English composition (e.g., First-Year Seminar), will be required to fulfill these missing requirements as part of their degree completion program. These requirements will be evaluated on an individual basis according to Butler academic policies under authority of the Office of Registration and Records. Transfer coursework below the 100-level cannot be used to satisfy any of Butler's Core Curriculum Areas of Inquiry.

BSOL Coursework

First Year at Butler University			
Course Number	Course Name	7-Week Session	Semester Credits
ORGL 201	Professional Leadership Development	Fall A	3
MK 280	Principles of Marketing	Fall A	3
ORGL 215	Business and Professional Writing	Fall B	3

ORG 362	Leadership and Communication	Fall B	3
MS 100	Business Applications with Excel	Fall B	2
MA 162	Elementary Statistics	Spring A	3
ORG 315	Business and Professional Communication	Spring A	3
ORG 359	Intercultural Communication	Spring B	3
LE 264	Business Ethics	Spring B	3
ORGL 320	Writing with Visual Impact	Summer A	3
GHS Elective #1	Global and Historical Studies Elective	Summer A	3

ORGL 411	Leading Organizational Change	Summer B	3
GHS Elective #2	Global and Historical Studies Elective	Summer B	3
Total Semester Credit Hours			38

Second Year At Butler University

Course Number	Course Name		Semester Credits
ORGL 400	Inclusive Leadership	Fall A	3
ST 310	Social Studies of Science and Technology	Fall A	3
ED 453	Perspectives in Leadership	Fall B	3

ORG 356	Communication Research Methods	Fall B	3
ORGL 408	Leadership Roles: Trainer, Mentor, and Coach	Spring A	3
ORGL 300	Leadership in the Digital Age	Spring A	3
ORGL 460	Organizational Leadership Capstone	Spring B	4
ORGL 430	Financial Leadership	Spring B	3
Total Semester Credit Hours			25
Additional Requirements			
Total Credit Hours taken at Butler			TBD

<p>Credits Transferred from Harper</p>		<p>57</p>
<p>Hours Needed for a Bachelor’s Degree:</p>		<p>123+ (+ depending on determination of any missed English Composition or Areas of Inquiry requirements)</p>

Addendum Four: Financial Benefits of Partnership

This PARTNER AGREEMENT (“Agreement”) is entered into on the date the last party signs between Harper College (“Partner”) and Butler University, an Indiana not-for-profit corporation (“Butler”)

WHEREAS Butler is collaborating with Partner to broadly market and share information regarding certain degree program(s); and

WHEREAS Partner has certain constituent groups to which it can market the degree program(s) and Butler agrees that a collaboration in this broad marketing will be mutually beneficial to Butler and Partner.

The parties agree as follows:

1. Party Responsibilities: The following is a list of benefits and responsibilities for each party:

Butler University responsibilities:

- Butler agrees to waive application fees for the following degree program(s) for Partner’s students, alumni, and employees (“Partner Constituents”):
 - Bachelor of Science in Organizational Leadership

- Butler will provide to Partner students, alumni, and employees a] tuition reduction of 10% for the following degree program(s) (contingent on admission to the program):
Bachelor of Science in Organizational Leadership
- The number of tuition discounts awarded may be limited based on available funding and is contingent on applicable Partner Constituents being admitted to the degree program.
- Butler has full, final, and complete discretion and authority on all admissions decisions, enrollment decisions, transferable degree credit determinations and all tuition discount decisions.

Partner responsibilities:

- Partner will broadly disseminate information through existing outreach channels, including but not limited to, Partner website, email listserv, newsletter, and social media.
 - Partner will provide opportunities for Butler to participate in recruitment events hosted by Partner.
2. No Incentive Compensation. The parties agree that the Partner responsibilities do not include any recruitment on behalf of Butler and the benefits of the tuition reduction and waived application fee flow solely and directly to the Partner Constituent and not to Partner. The parties further agree that Partner is not entitled to any incentive compensation under this Agreement.
 4. Accreditation. The parties shall remain in good standing with their respective higher education accrediting bodies. In the event a party's accreditation status with any accrediting body changes during the agreement, the affected party shall notify the other party in writing of said status change.
 6. Miscellaneous. This Agreement constitutes the sole and entire agreement between the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may not be assigned by either party without the written consent of the other party. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by any party of any of the provisions shall be effective unless explicitly set forth


in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

- 7. **Counterparts.** This Agreement shall be effective upon the signature of both parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. An electronically signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

PARTNER

By: 
Signed by:
24F70102883E4C5...

Printed: Ruth Williams

Signed by: 
Signed by:
708AF8D222664BF...

Robert Parzy

Title: Provost

Associate Provost Enrollment Services

Butler University

By: 
Signed by:
9542A1A6F9434AD...

Printed: Brooke Barnett

DocuSigned by: 
DocuSigned by:
8B396E4F4ABE497...

Stephanie Hinshaw

Title: Provost and Executive Vice President

Associate VP, Transformation