

TRANSFER AGREEMENT

Between Butler University and
Sinclair Community College
444 West Third Street
Dayton, OH 45402

Statement of Purpose

The purpose of this articulation agreement dated February 17, 2025 (hereinafter “Agreement”) is to establish procedures and guidelines for students to transfer to Butler University (hereinafter “Butler”) following completion of an A.A or A.S degree program at Sinclair Community College (hereinafter “Sinclair”). With respect to courses of study that lead to an associate’s degree, both Butler and Sinclair will facilitate the transfer of Sinclair associate-degree graduates to Butler’s online undergraduate completion program(s)¹.

Students will be eligible for this Agreement effective [INSERT DATE].

Transfer Agreement

Graduates from Sinclair’s A.A. or A.S. degree programs can transfer and apply at least 60 credit hours from their completed degree toward Butler’s online undergraduate completion program(s). This transfer will elevate their academic standing to the junior level as they begin their studies at Butler. Furthermore, these students will have the following Core Curriculum areas recognized as fulfilled through the block transfer of credits:

- 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)

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

Addendum Two: Financial Benefits of Partnership

¹ Currently, Butler 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. Sinclair 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 Sinclair 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 may 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 Sinclair 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 remain in effect for three (3) years from the date below. After three years, the agreement may be renewed without modification in writing by mutual agreement of both Sinclair and Butler.

6. 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.** Other than those outlined in Addendum Two, 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 Sinclair are separate and independent institutions of higher education and intend to remain so. The administrators of Butler and Sinclair 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 Sinclair 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. **Third-Party Beneficiary Disclaimer**. Nothing in this Agreement shall convey any rights upon any person or entity which is not a party to this Agreement.
10. **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 []

Sinclair College

Signed by:
Scott Markland

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Dr. Scott Markland, Interim Provost

Butler University

Signed by:
Brooke Barnett

9542A1A6F9434AD...

Brooke Barnett, Ph.D. Provost and Vice President for Academic Affairs

DocuSigned by:
Stephanie Hinshaw

8B396E4F4ABE497...

Stephanie Hinshaw, Associate Vice President of Transformation

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

Coursework Completed at Sinclair

Sinclair 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

Course Number	Course Name	Credits
ORGL 201	Professional Leadership Development	3
MK 280	Principles of Marketing	3
ORGL 215	Business and Professional Writing	3
ORG 362	Leadership and Communication	3
MS 100	Business Applications with Excel	2
MA 162	Elementary Statistics	3
ORG 315	Business and Professional Communication	3
ORG 359	Intercultural Communication	3
LE 264	Business Ethics	3

ORGL 320	Writing with Visual Impact	3
Global and Historical Studies (GHS) Elective #1	Global and Historical Studies Elective	3
ORGL 411	Leading Organizational Change	3
Global and Historical Studies (GHS) Elective #2	Global and Historical Studies Elective	3
ORGL 400	Inclusive Leadership	3
ST 310	Social Studies of Science and Technology	3
ED 453	Perspectives in Leadership	3
ORG 356	Communication Research Methods	3
ORGL 408	Leadership Roles: Trainer, Mentor, and Coach	3
ORGL 300	Leadership in the Digital Age	3
ORGL 460	Organizational Leadership Capstone	4
ORGL 430	Financial Leadership	3

Addendum Two: Financial Benefits

This PARTNER AGREEMENT (“Agreement”) is entered into on the date the last party signs between Sinclair 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.
3. 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.
 2. 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.
 2. 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:
3B0391F292264AE...

Printed: Dr. Scott Markland

Title: Interim Provost

Butler University

By:  Signed by:
9542A1A6F9434AD...

Printed: Brooke Barnett,

Title: Ph.D. Provost and Vice President for Academic Affairs

Certificate Of Completion

Envelope Id: C54E7F48-07E6-4A2E-81CF-A37B8ED220A9

Status: Completed

Subject: eSignature Requested for the Agreement between Sinclair Community College and Butler University

Source Envelope:

Document Pages: 10

Signatures: 5

Envelope Originator:

Certificate Pages: 2

Initials: 0

Stephanie Lovett

AutoNav: Enabled

4600 Sunset Ave

Envelopeld Stamping: Enabled

Indianapolis, IN 46208

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

slovett@butler.edu

IP Address: 209.112.106.2

Record Tracking

Status: Original

Holder: Stephanie Lovett

Location: DocuSign

2/17/2025 1:14:32 PM

slovett@butler.edu

Signer Events

Brooke Barnett

bbarnett@butler.edu

Provost and Executive Vice President

Security Level: Email, Account Authentication (None)

Signature

Signed by:

9542A1A6F9434AD...

Signature Adoption: Pre-selected Style

Using IP Address: 159.242.0.111

Timestamp

Sent: 2/17/2025 1:17:32 PM

Viewed: 2/17/2025 2:38:00 PM

Signed: 2/17/2025 2:38:17 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Scott Markland

gracie.gregory@sinclair.edu

Security Level: Email, Account Authentication (None)

Signed by:

3B0391F292264AE...

Signature Adoption: Pre-selected Style

Using IP Address: 140.106.48.35

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Signed: 2/17/2025 2:56:38 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Stephanie Hinshaw

shinshaw@butler.edu

Associate VP, Transformation

Butler University

Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style

Using IP Address: 159.242.0.112

Sent: 2/17/2025 1:17:32 PM

Viewed: 2/18/2025 7:32:17 AM

Signed: 2/18/2025 7:32:23 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Megan Grady mmgrady@butler.edu Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/17/2025 1:17:32 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/17/2025 1:17:33 PM
Certified Delivered	Security Checked	2/18/2025 7:32:17 AM
Signing Complete	Security Checked	2/18/2025 7:32:23 AM
Completed	Security Checked	2/18/2025 7:32:23 AM

Payment Events	Status	Timestamps
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