



EDUCATIONAL AGREEMENT  
BETWEEN  
OTTAWA UNIVERSITY  
AND DONNELLY COLLEGE



This agreement is entered into between Ottawa University, a Kansas corporation, herein referred to as "Ottawa", and Donnelly College herein after referred to as "Donnelly".

Whereas, Ottawa has over 150 years of demonstrated academic excellence in delivering high quality, university educational programs through a variety of delivery systems, and Donnelly has a reputation for excellence in providing programs designed to train people in a variety of careers.

Whereas, Ottawa and Donnelly agree that cooperation between them may be of benefit to both parties and their constituencies by increasing graduation rates at the associate's, bachelor's and master's levels.

Therefore, Ottawa and Donnelly desire to enter into a mutually beneficial agreement whereby the parties agree to abide by all the terms and conditions set forth in this agreement as follows:

1. Effective from the Ottawa term beginning November 1, 2020 Ottawa will offer a reduction in tuition to any Donnelly associate degree graduate who transfers to complete a baccalaureate degree program at Ottawa University. The transfer advantage program will reduce the per credit hour tuition paid by the new student to an effective rate \$150 below the posted rate for online, standard Bachelor's level coursework (i.e. if online bachelor's tuition is posted at \$499 per credit hour, the transfer advantage tuition rate would be reduced to \$349 per credit hour). Tuition rates are subject to change. The reduction in tuition is limited to one baccalaureate degree per student and to coursework which applies to the student's program of choice. Coursework may be completed online or on campus at Ottawa University's adult locations as course offerings are available. Students may begin in any term throughout the academic year. The student is eligible to receive the reduced tuition rate for two (2) years from the start of their first course or until completion of the baccalaureate degree – whichever occurs first.
2. Effective from the Ottawa term beginning November 1, 2020, Ottawa will offer a reduction in tuition to any Donnelly baccalaureate degree graduate who transfers to complete a master's degree program at Ottawa University. The transfer advantage program will reduce the per credit hour tuition paid by the new student to 88% of the posted rate for online, standard master's level coursework rate. Tuition rates are subject to change. The reduction in tuition is limited to one

master's degree per student and to coursework which applies to the student's program of choice. Coursework may be completed online or on campus at Ottawa University's adult locations as course offerings are available. Students may begin in any term throughout the academic year. The student is eligible to receive the reduced tuition rate for three (3) years from the start of their first course or until completion of the master's degree – whichever occurs first.

3. As part of this agreement, Donnelly agrees to assist in informing students of this transfer advantage benefit using existing channels and resources, as well as others upon which the parties may mutually agree. Ottawa invites Donnelly to participate in joint announcements of this agreement and in lending the use of its name and logos for this purpose in promotional materials, mailing pieces, digital media, or other items by mutual agreement. It is understood that either party using the other's name and logos will obtain the approval of the other party prior to its distribution. Each party agrees to acknowledge and recognize the agreement on each institution's website and via other marketing and publicity methods. Donnelly agrees to provide Ottawa with access to graduate directory contact information (including mailing addresses, emails and phone numbers), in compliance with FERPA regulations, to enable Ottawa to contact potential program applicants
4. Residential Scholar Scholarship (RSS): Separate from the scholarship identified in Section 1 above, Donnelly associate degree graduates are eligible to receive an annual \$10,000 Ottawa University tuition scholarship to attend the traditional residential campus in Ottawa, Kansas. The RSS scholarship is subject to the admissions policies of the College, acceptance to the bachelor's degree program at the College, and attendance and residence at the College. In addition to these policies, if awarded the RSS, students are required to be continuously enrolled each term to retain eligibility for the scholarship. This program is separate and unique from the educational opportunity mentioned in #1 above. The annual \$10,000 RSS scholarship cannot be used in conjunction with any other local aid/scholarships (i.e.: potential merit award) and any recipient of the \$10,000 scholarship must complete the federal financial form (FAFSA) to apply for federal and state financial aid to determine the best use of aid for each individual student and to apply any available grants.
5. Ottawa will award and transcript college-level credit earned through the successful completion of any associate degree program awarded by Donnelly. Varsity sports, developmental, remedial, and courses that are not applicable to Donnelly degree will not transfer. Activity courses, such as skill building, physical, and musical activities, will be limited to four credits for each area. Coursework from other institutions accepted toward the Donnelly associate's degree will be evaluated and transcribed in compliance with Ottawa's transfer policy. Coursework from other institutions and credit for prior learning accepted toward the Donnelly associate's degree will be evaluated and transcribed in compliance with Ottawa's transfer policy and may result in a difference of credit than granted by Donnelly.

6. Ottawa will accept a maximum of 80 credits from Donnelly toward the Bachelor of Arts or Bachelor of Science degree. Of the 124 semester hours of credit required for graduation, a minimum of 30 hours must be completed at Ottawa University, including a minimum of 12 hours of upper division coursework in the major. The student must also complete a minimum of 44 hours of upper division coursework.
7. Adult and Online Studies: Ottawa's General Education requirements are organized into four areas called Breadth Areas; Art/Expression, Social/Civic Studies, Science/Description and Value/Meaning. Demonstration of competence in the Liberal Arts breadth areas includes completion of a minimum 6 semester hours of credit. A student gaining an associate degree from Donnelly will typically have fulfilled Ottawa's breadth area requirements as a result of completing Donnelly requirements. Should breadth area courses be lacking, these will be available through the student's regular course of study at Ottawa University. Ottawa recognizes that learning in these four areas may be achieved in varied ways through different classes and/or tests, depending on students' needs, interests, and educational backgrounds. Students must also successfully complete the LAS sequence of courses at Ottawa, consisting of a minimum of LAS 30012 Writing and Critical Thinking in the Liberal Arts and LAS 45012 Global Issues in the Liberal Arts, and UNV 11000 Seminar for Significance.

Residential Campus: Students must complete the appropriate liberal arts interdisciplinary seminars based on their student classification at entry, the information literacy requirement, religion requirement, eight breadth area requirements, as well as writing and computational competencies.

8. Adult and Online Studies: Only courses for which students have received a grade of "C" or better (2.0 on a 4.0 scale) can be transferred and applied toward degree requirements to satisfy major/minor/concentration and breadth area requirements. Courses with a grade of "D" will be considered for application toward the required 124 credits needed for graduation. Students must have a minimum cumulative grade point average of 2.00 to graduate from Ottawa.

Residential Campus: Only courses for which students have received a grade of "C" or better (2.0 on a 4.0 scale) can be transferred and applied toward degree requirements to satisfy major/minor/concentration requirements. Courses with a grade of "D" will be considered for application toward seminar, religion, and breadth area requirements and toward the required 124 credits needed for graduation. Students must have a minimum cumulative grade point average of 2.00 to graduate from Ottawa.

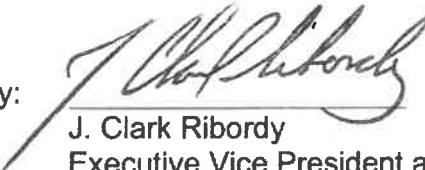
9. Each of the parties is responsible respectively to maintain their offerings according to the academic standards which meet all the standards for accreditation by the Higher Learning Commission - Ottawa and Donnelly.
10. Ottawa agrees that it will not disclose or authorize anyone else to disclose or use or make known for another's benefit any confidential information or data of Donnelly and/or its students in any way acquired under this Agreement unless required by law or court order. This includes, but is not limited to, information pertaining to students covered by The Family Educational Rights and Privacy Act (FERPA). Ottawa shall promptly notify Donnelly of all requests or demands for information related to Donnelly students it receives in connection with any legal, governmental or other proceeding or investigation unless otherwise prohibited by law.
11. Notice: Any notices to be given to Ottawa and Donnelly under the terms of this agreement shall be in writing and addressed as follows:
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|-----------------|---|
| If to Ottawa:   | CEO<br>Ottawa University<br>1001 South Cedar Street<br>Ottawa, KS 66067 |
| If to Donnelly: | VPASA<br>Donnelly College<br>608 N 18 St<br>Kansas City, KS 66102       |
12. Ottawa and Donnelly agree to negotiate in good faith any necessary amendments to this agreement. In the event a change to this agreement is needed to implement and operate this program successfully over time, or to add or delete program and/or Ottawa credit awards, a written amendment signed by an authorized representative of both Ottawa and Donnelly shall be required. Upon execution, such amendment shall be incorporated by addendum as part of this agreement.
13. Either party may terminate this agreement within 120 days written notice. Either party may terminate this agreement for the material noncompliance of the other party by providing that other party 30 days written notice of termination. If the non-complying party fails to resolve its noncompliance within the 30-day period, or makes no attempt to do so, the termination shall be effective immediately. Immediate termination is possible only by mutual consent. Such termination shall not affect students already accepted by Ottawa pursuant to this agreement.
14. To the extent permitted by law, each party shall hold the other party harmless for any actions or omissions on the part of its employees or agents. Both parties agree to use alternative dispute resolution procedures to the extent permitted by law.


15. Neither party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, age, race, disability, national origin, veteran's status, sexual orientation, color or religion, and agrees to comply with all applicable federal and state laws, rules, regulations and executive orders relating to nondiscrimination, equal employment opportunity, immigration and affirmative action. Both parties' services and facilities shall comply with all applicable laws, including the Americans with Disabilities Act and the Rehabilitation Act, relating to persons with disabilities.
16. This agreement shall be governed by the laws of the State of Kansas. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining provisions shall not be affected thereby.
17. The parties agree the rights and obligations of this agreement are not assignable absent the signed, written consent of the other party.
18. The parties to this agreement are independent contractors. No employment relationship between the parties is created through this agreement.
19. This agreement represents the entire agreement between the parties and supersedes any prior oral or written understandings with respect to transfer agreements between the parties and supersedes any prior oral or written understandings with respect to transfer agreements between the two parties.
20. Ottawa University reserves the right to make changes of any nature to its degree programs and requirements for admission, including changes in the transferability of coursework credits.

This agreement between Ottawa and Donnelly is herein signed by their duly designated officers; each legally qualified to commit the contracting entities to a binding contract.

In WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year indicated below:


Ottawa University

By:  Date: 11/16/2020  
J. Clark Ribordy  
Executive Vice President and Chief Financial Officer

By:  Date: 11/11/2020  
Terry Haines  
Vice President of Academic Affairs and University Provost

Donnelly College

By:  Date: 11/11/2020  
Msgr. Stuart Swetland  
President

By:  Date: 11/11/2020  
Lisa Stoothoff  
Vice President of Academic and Student Affairs/Dean of the College