

CONSORTIUM AGREEMENT
By and Between
Terra State Community College and
Heidelberg University

THIS CONSORTIUM AGREEMENT (the “Agreement”) is entered into on October 6, 2022 by and between Terra State Community College (TSCC), with an address of 2830 Napoleon Road, Fremont, Ohio 43420; and Heidelberg University (HU), with an address of 310 East Market Street, Tiffin, OH 44883. Terra State Community College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code. HU is a private four-year institution founded in 1850.

TSCC and HU desire to enter into a contract pursuant to which students of HU will be eligible for a 1-2-1 Bachelor of Science in Nursing (BSN) program, according to the terms contained in this Agreement.

ACCORDINGLY, 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:

1. *Description of Agreement.*

- a. **Definitions.** Consortium Criteria and Benefits are defined in Appendix A.
- b. **Benefits to Students.** HU and TSCC will provide the Consortium Benefits at no charge to participating students who meet the criteria.
- c. **Institutional Accreditation.** TSCC warrants that it is accredited by the Higher Learning Commission. The College will notify Heidelberg University if such accreditation ceases to exist. HU warrants that it is accredited by the Higher Learning Commission. HU will notify the College if such accreditation ceases to exist.
- d. **Nursing Program Accreditation.** TSCC warrants that the nursing degree program at TSCC is accredited by the Accreditation Commission for Education in Nursing (ACEN) and is approved by the Ohio Board of Nursing. HU is accredited by the Commission on Collegiate Nursing Education (CCNE).
- e. **Admissions Processing.** For those past or present students who meet Consortium Criteria, TSCC will consider their applications for admission to the nursing program in accordance with standard TSCC nursing admission application evaluation criteria, while favorably recognizing students’ accomplishments at HU. HU will supply TSCC with application materials obtained by HU; e.g., high school transcript, placement testing scores, etc.
- f. **Guaranteed Cohort Count:** TSCC will hold *at least* 10 seats per each admission cycle in both Fall and Spring for 1-2-1 HU students.
- g. **Exclusivity.** In the city of Tiffin, Ohio, this Agreement is exclusive between TSCC and HU for a period of four years. TSCC and HU may enter into 1-2-1 nursing agreements with any other party outside of Tiffin, Ohio.

2. *Term and Termination.*

- a. **Term.** This Agreement will run from the Effective Date until May 31, 2026, at which time this Agreement can be renewed.
- b. **Termination.**
- i. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of HU, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case 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.
 - ii. Either party may terminate this Agreement at any time for any or no reason effective one year after providing written notice of its intent to terminate to the other party. If the articulation agreement is terminated before a student completes the BSN at HU, HU will make all efforts to provide courses to complete a Baccalaureate degree. TSCC will make all efforts to provide courses for the Associate degree.
 - iii. Notwithstanding any other provisions of this Agreement, HU and TSCC, each unilaterally without requiring the consent of the other party, reserve the right to render this Agreement null and void, without any obligation to HU or TSCC, because of insufficient enrollment at HU or other financial constraints.
- c. **Post-Termination.** Upon expiration or termination of this Agreement for any or no reason, HU students previously accepted by or admitted to TSCC shall continue to receive the benefits contemplated by this Agreement.
- d. The parties recognize and understand that TSCC or its funding may be contingent upon the availability of lawful appropriations by the General Assembly of the State of Ohio. If the General Assembly fails to continue current levels of funding for TSCC, this Agreement may cease without penalty to HU or TSCC as of the date of the reduction of funding by the State of Ohio, and HU and TSCC will have no further obligation to carry out this Agreement. Should any other unexpected event cause a need to address the viability of this Agreement, the parties agree to work toward a mutually acceptable resolution. This section is not meant to limit other rights of the parties to terminate this Agreement.

3. *Miscellaneous.*

- a. **Severability.** If any Section or provision of this Agreement be 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. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. **Jurisdiction.** The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in an Ohio court of competent jurisdiction

- d. Survival. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. 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 3(e) 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 Terra State Community College:
Ronald M. Schumacher, Ed.D.
President & CEO
2830 Napoleon Rd
Fremont, OH 43420

For Heidelberg University:
Robert H. Huntington, Ed.D.
President
310 East Market Street
Tiffin, OH 44883

With a copy to:


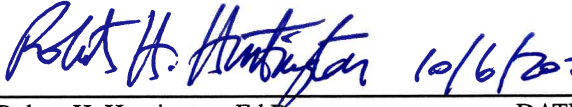
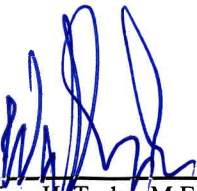
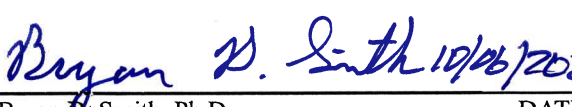
Ohio Attorney General's Office
General Counsel for Terra State
120 Fox Shannon Place
30 E. Broad St., 16th Fl.
Columbus, OH 43215

- f. 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 via a writing signed by both parties.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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 on the basis of

race, sex, religion, disability, age, national origin, ancestry, military status, sexual orientation, gender identity and expression, veteran status, pregnancy, or color.

- l. 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 economic benefit to the Parties.
- m. Data Exchange. The parties shall exchange information regarding student success related to this Agreement. HU will provide TSCC a list of 1-2-1 candidates and follow up with academic appraisals at the completion of 8 weeks in and at the end of each semester. TSCC will provide HU academic appraisals for all 1-2-1 candidates at mid-term and at the completion of each semester that they are enrolled at TSCC while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. HU will provide TSCC with information regarding the graduation rates of 1-2-1 students who are utilizing the benefits of this Agreement.
- n. Financial Aid and Dual Enrollment. The parties shall follow the financial aid and dual enrollment requirements as outlined in Appendix B.
- o. Promotion and Advertising. All promotion and advertising of the Consortium Agreement must conform to the requirements in Appendix C.

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.

Terra State Community College:		Heidelberg University:	
By:  10/06/22		By:  10/6/2022	
Ronald M. Schumacher, Ed.D.	DATE	Robert H. Huntington, Ed.D.	DATE
President & CEO		President	
By:  10/6/22		By:  10/06/2022	
William H. Taylor, M.Ed.	DATE	Bryan D. Smith, Ph.D.	DATE
Vice President of Academic Affairs		Vice President for Academic Affairs & Provost	

This agreement is effective with newly admitted Heidelberg University students beginning Fall term 2022. This agreement will be reviewed every 4 years from its signing.

Appendix A

Consortium Criteria

- 1. *The standard consortium criteria (“Consortium Criteria”) include the following:***
 - a. TSCC will accept at least 10 qualified HU students who apply to the TSCC Nursing program each admission term.
 - b. HU is considered the home institution throughout the 1-2-1 Agreement.
 - c. For a BSN degree to be awarded, students must meet the AAS degree requirements at TSCC and the BSN degree requirements at HU.
 - d. HU students who do not complete the TSCC Associate degree in Nursing may continue their enrollment at HU. For those students, successfully completed credits in TSCC Nursing courses will be applied to HU as elective credits.
 - e. Courses for which HU students are eligible to receive credit will be based upon the Agreement in place the term the student is admitted to HU.
 - f. Qualified applicants will sign a FERPA release to share Personally Identifiable Information (PII), so that offices can freely exchange information when applying and during participation in the 1-2-1 Agreement.
 - g. Shared information regarding semester enrollment, grades, and other timed information will be shared with the other school in a timely manner.

- 2. *The consortium benefits include the following:***
 - a. Seamless course progression between the TSCC Associate of Applied Science (AAS) degree in Nursing and the HU Bachelor of Science in Nursing (BSN) degree.
 - b. A complete and continuous academic transcript maintained by the home institution. A TSCC transcript will include courses applicable to the AAS. TSCC will accept articulated courses from HU to meet the criteria required by the TSCC program for the AAS (see Appendix D). Nursing courses outside of the TSCC nursing program will not be accepted without consultation between the Directors of Nursing at each institution
 - c. Students enrolled as HU students at TSCC will be eligible to apply for TSCC Nursing Scholarships, according to TSCC scholarship criteria.
 - d. HU students who have completed the AAS degree requirements of TSCC will be admitted into the BSN program at HU. Students must sit for the National Council Licensure Examination (NCLEX) within 3 months of receiving the AAS degree from TSCC. Students are not eligible to enroll in HU-BSN Nursing courses until nursing licensure is awarded.
 - e. Students will have increased knowledge to meet the health care demands of a global community by infusing the job market with BSN graduates who as leaders, will provide quality care and serve a life of purpose with distinction.

Appendix B

Financial Aid, Dual Enrollment, and Fees

1. As the home school, all tuition will be paid to HU, with funds dispersed to TSCC based on a schedule developed between respective billing departments.
2. Year 1 (pre-nursing) – Students will be enrolled at HU. Students may apply to the TSCC Associate of Applied Science in Nursing when appropriate.
3. Years 2 and 3 (pre-licensure) – HU will pay fulltime in-state tuition to TSCC each term, which allows students to take 12 – 18 credit hours at TSCC in the term. Students must enroll for a minimum of 12 credit hours per term at TSCC. Nursing credits must be taken at TSCC; all other courses up to a total of 18 credits per term can be taken at either institution at no additional charge to the student.
4. Years 2 and 3 (pre-licensure) - HU funded aid may be reduced to accommodate the lower cost tuition rate.
5. In Years 2 and 3 (pre-licensure), TSCC will report the cost for fulltime tuition and fees to the HU Financial Aid Department so the student's financial aid budget can be calculated accurately.
6. HU Financial Aid Department will review Undergraduate Satisfactory Academic Progress for Financial Aid eligibility per the guidelines established at HU.
7. Students will be responsible for fees associated with the NCLEX.
8. Year 4 – BSN (post-licensure) completion courses will be taken at HU. If a student in the 1-2-1 program has room to schedule a BSN course, they are eligible for up to 2 courses prior to passing the NCLEX for licensure.

Appendix C
Marketing and Advertising Restrictions
Promotion of Partnership to Domestic and International Students

In order for HU and Terra State to reach out to partners and the community effectively, it is important to monitor the impression conveyed through all forms of communication such as advertising, publications, and signage. The sum total of all impressions generated by these communications must be effective and meaningful to the audiences with which the partners communicate.

Therefore, the parties agree that any use of the other's name, trade name, trademark, logo, and tagline, or any other defining symbol or name associated with either entity during the term of this Agreement shall be for the sole purpose of promoting this Agreement. Express written permission or a limited license is required to use the other party's name, trade name, trademark, logo, tagline, or any other defining symbol or name associated with either entity. Neither party will use the other's name or symbols in a way that would cause confusion in the public mind as to the relationship between the parties. All written materials associated with this agreement must distinctly note the termination date of the Agreement and the degrees within the Agreement.

Any and all promotional materials, including written, verbal, videographic, electronic, or multimedia of any kind must be reviewed by both prior to any use or distribution.

Contact for:

Terra State Community College:

Office of the President
Terra State Community College
2830 Napoleon Road
Fremont, Ohio 43420
president@terra.edu

Heidelberg University:

Office of the President
Heidelberg University
310 East Market Street
Tiffin, OH 44883
president@heidelberg.edu

Appendix D
HU-TSCC Articulated Courses

Nursing Curricular Courses with HU Course Number

BIO 121	Introduction Anatomy and Physiology I
BIO 122	Introduction Anatomy and Physiology II
WRI 101	College Writing II
MTH 119	Statistics I
HSC 150	Medical Terminology
COM 245	Interpersonal Communication
PSY 101	General Psychology
PSY 205	Lifespan Development
PHI 216, 217, or 218	Ethics