

EDUCATIONAL AGREEMENT
BETWEEN
OTTAWA UNIVERSITY
AND
GATEWAY TECHNICAL COLLEGE

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

Whereas, Ottawa has over 149 years of demonstrated academic excellence in delivering high quality, university educational programs through a variety of delivery systems, and Gateway has a reputation for excellence in providing programs designed to train people in a variety of careers.

Whereas, Ottawa and Gateway agree that cooperation between them may be of benefit to both parties and their constituencies by increasing graduation rates at the associates and bachelors levels.

Therefore, Ottawa and Gateway 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 January 12, 2015, Ottawa will offer a tuition scholarship to any Gateway associate degree graduate who transfers to complete a baccalaureate degree program at Ottawa University. This scholarship will reduce the per credit hour tuition paid by the new student to an effective rate of \$295. The scholarship 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 Brookfield location as course offerings are available. Students may begin in any term throughout the academic year but must complete a minimum of one-course (worth a minimum of 3 credits or more) per term and remain consecutively enrolled to retain the scholarship. Should a student encounter a personal situation which requires them to stop out for one (1) eight-week session, the student will be required to complete a "Stop-Out Waiver," which, if approved, allows the student to retain the scholarship upon return to Ottawa in the subsequent term. Approval of waivers will not be unreasonably withheld as Ottawa wants to see students succeed while maintaining the intent and integrity of the scholarship program.
2. As part of this agreement, Gateway agrees to assist in informing students of this scholarship benefit using existing channels and resources, as well as others upon which the parties may mutually agree. Ottawa invites Gateway 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. As per Articulation Marketing Guidelines, Gateway agrees to provide Ottawa with communication access to Gateway graduates through a third-party mailing house dating back a minimum of three years to enable Ottawa to contact potential program applicants.

3. Ottawa will award and transcript college-level credit earned through the successful completion of any associate degree program awarded by Gateway. Developmental, remedial, and courses that are not applicable to a Gateway 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 and credit for prior learning accepted toward the Gateway associates degree will be evaluated and transcribed in compliance with Ottawa's transfer policy and may result in a difference of credit than granted by Gateway.
4. Ottawa will accept a maximum of 80 credits from Gateway 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 (junior/senior level coursework) to satisfy graduation requirements.
5. Ottawa's General Education requirements are organized into four areas called Breadth Areas: Art/Expression, Social/Civic, 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 Gateway will typically have fulfilled most if not all of Ottawa's breadth area requirements as a result of completing Gateway requirements. Should breadth area courses be lacking, these will be available through the student's regular program 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, LAS

45012 Global Issues in the Liberal Arts, and UNV 11000 Seminar for Significance.

6. 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 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.
7. 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 of the North Central Association of College and Schools - Ottawa and Gateway. Both parties agree that failure to maintain regional accreditation will be grounds for termination of the agreement. Failure to maintain accreditation required by the specific academic program(s) referenced in this agreement will be grounds for exclusion of that program from the agreement.
8. Notice: Any notices to be given to Ottawa and Gateway under the terms of this agreement shall be in writing and addressed as follows:

If to Ottawa:

Lisa Johnson
Director of Governmental, Regulatory
and Legal Affairs
Ottawa University
1001 South Cedar
Ottawa, KS 66207

If to Gateway:

John Thibodeau, Ph.D.
Assistant Provost/Vice President Institutional
Effectiveness and Student Success
Gateway Technical College
3520 30th Avenue
Kenosha, WI 53144

9. Ottawa and Gateway 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 Gateway shall be

required. Upon execution, such amendment shall be incorporated by addendum as part of this agreement.

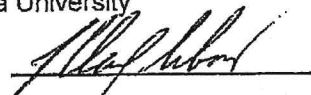
10. Either party may terminate this agreement within 120 days written notice. Either party may terminate this agreement for the material noncompliance of the other party by providing that other party 30 days written notice of termination. If the non-complying party fails to resolve it's noncompliance 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.
11. 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.
12. Neither party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference 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.
13. This agreement shall be governed by the laws of the State of Wisconsin. 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.
14. The parties agree the rights and obligations of this agreement are not assignable absent the signed, written consent of the other party.
15. The parties to this agreement are independent contractors. No employment relationship between the parties is created through this agreement.
16. 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.

17. 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, and will make every effort to communicate any such changes to Gateway in a timely manner.

This agreement between Ottawa and Gateway 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:

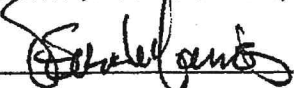
Ottawa University

By:  Date: 2-10-2015

J. Clark Ribordy
Executive Vice President and Chief Financial Officer

By:  Date: 2/10/15

Lisa Johnson
Director of Governmental, Regulatory and Legal Affairs

By:  Date: 02-09-15

Dr. Terry Haines
Vice President of Academic Affairs and University Provost

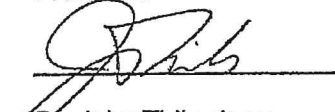
By: Karen Adams Date: 02-09-15

Karen Adams
University Registrar

Gateway Technical College

By:  Date: 1/14/15

Dr. Bryan D. Albrecht
President

By:  Date: 1/12/15

Dr. John Thibodeau
Assistant Provost/Vice President, Institutional Effectiveness & Student Success

April 29, 2022

John Thibodeau, Ph.D.
Gateway Technical College
3520 30th Ave
Kenosha, WI 53144

To whom it may concern:

This letter communicates changes and an amendment to the Educational Agreement between Ottawa University and Gateway Technical College related to the University's Transfer Advantage program. The requested amendment deletes Section 1 from the existing agreement in its entirety and replaces it with the following paragraph. All other terms of the Agreement remain in place.

1. Effective from the Ottawa University term beginning June 27, 2022, Ottawa will offer a discounted tuition rate to Gateway Technical College associate degree graduates who transfer to complete a baccalaureate degree at Ottawa University under the Transfer Advantage program. The Transfer Advantage program provides a per credit hour tuition discount to eligible students for any online, standard bachelor's level coursework. Tuition and discount rates are subject to annual change. The tuition discount provision 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 at any of Ottawa University's adult locations, as course offerings are available. Students may begin in any term throughout the academic year. Eligible students will receive the Transfer Advantage pricing for up-to three (3) years from the start of their first course, or until completion of the baccalaureate degree, whichever comes first.

Ottawa University values the continuing partnership with Gateway Technical College and looks forward to serving its students through the Transfer Advantage program into the future.

In recognition of receipt of this amendment, please sign the acknowledgement below and return to:

Brian Patterson
Wisconsin Campus Manager, Ottawa University
245 S. Executive Drive, Suite 340
Brookfield, WI 53005

5/17/22

Please direct any questions related to this amendment or Agreement to Brian Patterson.

Thank you and best regards.

Acknowledgement

Printed Name: John Thibodeau, Ph.D.

Signature: 

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Addendum

In support of the goals shared by Gateway Technical College ("GTC") and Ottawa University ("Ottawa") to increase both associate's and bachelor's degree graduation rates, and to make the achievement of these degrees more affordable, the parties agree as follows:

Scholarship and Supplemental Details:

1. Effective from the Ottawa term beginning June 25, 2018 Ottawa will offer a reduction in tuition to any GTC 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 \$175 below the posted rate for standard Bachelor's level coursework (\$324 per credit hour for the 2018-2019 fiscal year). 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.

GTC Support for Students Transferring to Ottawa:

2. As part of this agreement, GTC agrees to assist in informing students of this tuition incentive benefit using existing channels and resources, as well as others upon which the parties may mutually agree. Ottawa invites GTC to participate in joint announcements of this program, 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. GTC agrees to provide Ottawa with access to graduate directory contact information (including phone numbers, emails and mailing addresses), in compliance with FERPA regulations, to enable Ottawa to contact potential program applicants.

Evaluation:

3. Both parties agree to exchange data and documentation which will contribute to the maintenance and improvement of this agreement and promote effective cooperation between the institutions. This agreement is in perpetuity or until it is discontinued by either educational partner per the Termination provisions stated in the original agreement.

Notices:

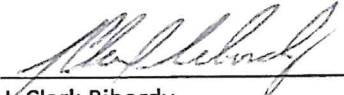
4. Any notices to be given to Ottawa and GTC under the terms of this agreement shall be in writing and addressed as follows:

If to Ottawa: CEO
Ottawa University
1001 South Cedar
Ottawa, KS 66067

If to GTC: Brian Albrecht
Gateway Technical College
1001 S. Main St.
Racine, WI 53403


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

Ottawa University

By: 

J. Clark Ribordy
Executive Vice President and Chief Financial Officer


Date: 7/10/2018

By: 

Dr. Terry Haines
University Provost and Chief Academic Officer

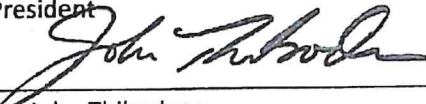
Date: 7/10/2018

Gateway Technical College

By: 

Brian Albrecht
President

Date: 6/28/2018

By: 

Dr. John Thibodeau
Asst. Provost and VP for Instructional Effectiveness and Student Success

Date: 7/8/18