

Guaranteed Admission Agreement Between Northern Illinois University And William Rainey Harper College

This Guaranteed Admission Agreement (“**Agreement**”) is made and entered into by and between the Board of Trustees of Northern Illinois University, located in DeKalb, Illinois 60115 (“**Northern Illinois University**” or “**NIU**”) and Board of Trustees of Community College District No. 512, an Illinois public community college district having territory in parts of Cook, Kane, Lake and McHenry Counties, Illinois, hereinafter referred to as “Harper College”, with a principal business address of [1200 W. Algonquin Rd, Palatine, IL, 60067] (“**Harper College**”).

IN CONSIDERATION OF the mutual covenants and promises hereinafter set forth, Northern Illinois University and Community College agree as follows:

1. Guaranteed Admission Program

- a. To better serve students and facilitate the transfer process between Northern Illinois University and Harper College, the parties agree to establish a Guaranteed Admission Program (“**Program**”).
- b. Subject to the terms and conditions set forth in this Agreement, the Guaranteed Admission Program shall offer Harper College students guaranteed admission to Northern Illinois University to complete their Bachelor’s degrees. Students must meet all of the requirements outlined in this Agreement to guarantee their admission to Northern Illinois University.
- c. Students admitted into the Program must separately apply for (if required) and gain admission to a specific undergraduate degree program at Northern Illinois University to complete their Bachelor’s degrees.
- d. Students are eligible to apply to any of the programs taught at the University Center at Harper College, as long as they meet specific admission requirements for those programs.
- d. Additionally, transfer students who join the “University Honors Program” are allowed to take advantage of this Program, as well as apply for all University Honors Program scholarships and awards (e.g., Honors Scholar, EYE Grant, Honors Enhancement Award, etc.). The one exception is that only NIU freshman are eligible to apply for the McKearn Fellows program. Students in the University Honors Program are afforded all the rights of privileges thereof, which currently include: priority registration for courses, access to small Honors-only classes, personalized advising from Honors staff,

opportunity to apply for a variety of scholarship and tuition waiver opportunities, and guaranteed admission into select graduate programs at NIU – including reimbursement of their graduate application fee. Interested students should consult the NIU catalog and/or contact the University Honors Program for more information.

2. Academic Requirements

- a. Students must have graduated from high school (as evidenced by a high school diploma or GED), completed a minimum of twenty-four (24) transferable semester credit hours and maintained a cumulative grade point average of 2.0 or higher on a 4.0 scale on all transferrable course work taken at Harper College and all colleges/universities attended prior to admission to the Program. Students are encouraged to completed an Associate's degree prior to transfer.
- b. Students are expected to enroll and complete general education and coursework required for admission into Northern Illinois University's degree program. Courses numbered lower than 100-level and courses not deemed transferable are not included in this Agreement. Students are eligible for the reverse transfer credit process (see Section 4.c. of this Agreement).
- c. Students on a non-immigrant visa must have completed both courses ENG 101 and ENG 102 with grades of C or higher to meet the English proficiency requirements of Northern Illinois University. Students will not need to submit separate proof of English proficiency at the time of application.

3. Admission Requirements

- a. As a requirement for participation in the Program, students must provide Northern Illinois University and Harper College with a signed, written authorization to disclose to the other institution the students' educational records, including, but not limited to, academics, admission, financial aid, and advising information, as appropriate. By signing the Guaranteed Admission Program Participation Form, students agree to allow the two institutions to share information and to allow the students to take advantage of the Guaranteed Admission Program of the reverse transfer credit process.
- b. Students must be in good standing at Harper College at the time of transfer. Students must adhere to each institution's policies and procedures, including, but not limited to, those dealing with admission, enrollment in courses, transfer credits, financial aid, student conduct and discipline, academic probation, dismissal and re-entry.

- c. Subject to the completion of all additional application materials and requirements of the University Honors Program, students who achieve a transferrable GPA of 3.30 or higher on a 4.0 scale, as determined by the NIU Division of Academic Affairs' criteria, will have guaranteed admission to the University Honors Program at Northern Illinois University. Students who do not meet the criteria to join the University Honors Program at the time of transfer may apply when an NIU GPA is earned and will be guaranteed admission into the University Honors Program provided their NIU GPA is 3.30 or higher on a 4.0 scale.
- d. During enrollment in the Program, Northern Illinois University will provide advisement to students to discuss academic program requirements and transfer credit policies. It is recommended that students track their degree progress by working with their transfer advisors at Harper College and Northern Illinois University.
- e. Students are eligible to transfer into more than fifty-six (56) undergraduate degree programs at Northern Illinois University. "Limited Admission" degree programs may have a higher GPA requirement and will have an additional application process to be considered. Admission to Northern Illinois University through the Program does not guarantee admission into "Limited Admission" programs. The full list of "Limited Admission" programs can be viewed online at: <http://go.niu.edu/limited> or <http://catalog.niu.edu/content.php?catoid=25&navoid=918>, which content and weblinks may be amended by Northern Illinois University in its sole discretion, from time to time. Students may be classified as "**pre-majors**" until they have satisfied additional requirements, which may include specific course work, minimum grade point averages, supplementary documents, and sophomore or junior standing. The parties may enter into supplemental agreements under this Agreement to address admission requirements of "Limited Admission" programs and other programs.
- f. Students admitted into the Program may qualify for Northern Illinois University scholarships.

4. Other Terms

- a. **Regular Admissions:** Failure to meet the requirements of the Program does not preclude any student from applying and being considered for admission to Northern Illinois University using the traditional admission process.
- b. **Communications:** Northern Illinois University and Harper College will advertise the Program through appropriate and mutually agreed upon literature and web sites. Neither party will issue any press release or other public announcement relating to this Agreement or use the other party's name, logos, marks or any other trade designations (including, but not limited to, on its website, in printed materials or in any other manner) or any other intellectual property of the other party (collectively, "**Institutional IP**") without the prior written approval of such party, which approval may be withheld for any

reason. Any approved use of Institutional IP shall be subject to compliance with all requirements, specifications and brand guidelines pertaining to the use of such Institutional IP. Students may receive communications from Northern Illinois University informing them of presentations, workshops, activities, student events and visits.

- c. **Reverse Transfer:** By means of a separate agreement between the parties, at Harper College's request, Northern Illinois University will facilitate the transfer of credit back to Harper College if students transfer to Northern Illinois University before completing an associate's degree. The reverse transfer process enables Harper College to award degrees following student transfer.
- d. **Personally Identifiable Information:** Authorized employees of Northern Illinois University and Harper College will have access to personally identifiable information about students participating in the Program. Northern Illinois University and Harper College agree that their respective authorized employees will have a legitimate educational interest in the records of participating students. The parties shall take reasonable steps to ensure that their respective counselors, employees, administrators, and subcontractors assigned to the Program maintain the confidentiality of all student information as required by the Family Educational Rights and Privacy Act ("**FERPA**") and protect such information from unauthorized access, destruction, use, modification and disclosure. Neither party will disclose personally-identifiable information to any other party without the prior consent of the applicable student. Each party shall immediately notify the other party in the event of any actual, potential or threatened breach of its obligations under this Agreement, and will take all necessary and appropriate actions to restrain any and all use or disclosure of such confidential and personal information. Each party shall be liable for not taking appropriate action to restrain any and all use or disclosure of such confidential and personal information. Each party shall also be liable for failing to provide a notice of any actual, potential or threatened security breach to the other party. Subject to the limitations of applicable Illinois law, each party shall defend, indemnify and hold the other party harmless from and against any and all claims, losses, liability, costs and expenses (including reasonable attorneys' fees, legal fees and court costs) arising from the unauthorized use or disclosure of any confidential and personal information. This provision shall survive termination or expiration of this Agreement.
- e. **Term & Termination:** The initial Term of this Agreement shall begin on August 22, 2022 ("**Effective Date**") and will be effective for one (1) year thereafter. This Agreement shall automatically renew for two (2) year terms unless at least sixty (60) days prior written notice of termination is given by either party to the other party. Either party may terminate this Agreement immediately if the other party commits a material breach of this Agreement. Termination of this Agreement based on a material breach must be communicated to the other party in writing and must include a description of the breach. Either party may terminate this Agreement at any time without cause by providing at least sixty (60) days prior written notice to the other party. Should this Agreement be

terminated for any reason, it is understood that any student applying for admission under the Program will be guaranteed transfer into Northern Illinois University provided such student has satisfied all Program requirements as of the date of termination of this Agreement.

- f. **Non-Discrimination:** Each party represents that it shall not discriminate against any student on the basis of race, color, national origin, religion, gender, sexual orientation, age or physical ability.
- g. **Northern Illinois University Catalog and Policies:** Northern Illinois University agrees to provide guaranteed admission based on representations made by students in any required documentation completed by students and on the terms contained in this Agreement, Northern Illinois University's Undergraduate Catalog, and other University policies and regulations, all as may be amended from time to time, which are incorporated by this reference. In case of discrepancies between this Agreement, any University departmental information or Northern Illinois University's Undergraduate Catalog, the Undergraduate Catalog is considered definitive.
- h. **Indemnification:** Subject to the limitations of applicable Illinois law, including the Court of Claims Act and the State Employee Indemnification Act, Northern Illinois University agrees to defend, indemnify, and hold the Harper College, its employees, and agents harmless from and against all claims, causes of action, fees, liabilities, damages, expenses (including reasonable attorney's fees and costs) and costs relating to or arising from or based upon the negligent acts or omissions of Northern Illinois University, its employees, or its agents. The Harper College agrees to defend, indemnify, and hold Northern Illinois University, its employees, and agents harmless from and against all claims, causes of action, fees, liabilities, damages, expenses (including reasonable attorney's fees and costs) and costs relating to or arising from or based upon the negligent acts or omissions of the Harper College, its employees, or its agents.
- i. **Independent Contractors:** In the performance of this Agreement, both parties are at all times acting as independent contractors and none of them nor their respective employees shall claim to be employees, partners, joint ventures, or agents of the other.
- j. **Non-Exclusivity:** This Agreement is intended to be non-exclusive. It shall not prevent either party from entering into similar agreements with other institutions.
- k. **Force Majeure:** Neither party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, enrollment restrictions ordered by either institution, or failure or delay in delivery by suppliers or delays in transportation.
- l. **Costs & Expenses:** Each institution will be responsible for its own costs and expenses

incurred in connection with the fulfillment of its obligations under this Agreement. Payment of tuition, fees, and living costs is the responsibility of the individual students in the Program.

- m. **Headings:** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- n. **Survival:** Anything herein to the contrary notwithstanding, the provisions of this Agreement relating to indemnification and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.
- o. **Assignment:** Neither party may assign this Agreement or any right or duty under this Agreement, or subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement, without the prior written consent of the other party, which can be withheld at its discretion.
- p. **Severability:** If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the parties shall negotiate in good faith to achieve the original intent of such provision.
- q. **Compliance with Law:** The parties will comply with all applicable laws and regulations in performing their obligations hereunder.
- r. **Insurance:** Each party shall maintain, either commercially or through a self-insurance program, coverage for general liability insurance for personal injury and property damage caused by negligent acts or omissions of its employees, agents and officers, in minimum coverage amounts of \$1,000,000 per occurrence or \$3,000,000 in the aggregate. Upon request, certificates of insurance shall be provided by each party naming the other as an additional insured for the purposes of this Agreement.
- s. **Governing Law:** This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.
- t. **Entire Agreement:** This Agreement, together with all attached exhibits and schedules which are incorporated by this reference, constitutes the entire agreement between the parties and supersedes the parties' prior agreements, understandings and discussions relating to the subject matter of this Agreement. It may not be modified, amended, supplemented, or otherwise changed, except by a written agreement signed by the parties.



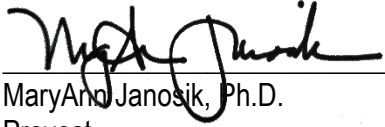
Northern Illinois University

IN WITNESS WHEREOF, authorized representatives of Northern Illinois University and Harper College have executed this Agreement in the appropriate spaces below.

**Board of Trustees of
Northern Illinois University**

**Board of Trustees of Community College
District No. 512, Harper College**

Beth Ingram, Ph.D.
Executive Vice President and Provost



MaryAnn Janosik, Ph.D.
Provost

Date 1/19/2023

Date 1/18/2023