HANNIBAL-LAGRANGE UNIVERSITY TEACHING INSTITUTION AGREEMENT

Whereas, Dillard University (the "Home Institution") seeks to enhance the pace at which their students complete degree programs by providing them with additional convenient online course options;

Whereas, Hannibal-LaGrange University (the "Teaching Institution") has an extensive inventory of high-quality online courses;

Whereas, the Home Institution can demonstrate that it has in place institutional effectiveness practices to assess the quality of all courses applied to its credentials, that it is awarding credentials only in areas for which it has sufficient and qualified program/discipline faculty, and that it will award at least 25% of the credits for an undergraduate degree that it awards; and

Whereas, the Home Institution has found Hannibal-LaGrange University’s academic standards equivalent to its own and the instruction an acceptable substitute for its own; and

Whereas, the parties seek an Agreement that conforms to the definition of a "Consortial Agreement" for the Department of Education and the Higher Learning Commission and a "Cooperative Agreement" for the Southern Association of Colleges and Schools Commission on Colleges; and

Whereas, the Home Institution and the Teaching institution have engaged with Academ directly to facilitate execution of this agreement through respective Member Services Agreements ("MSA"). All references to the Site, MSA, Academ Policies and Procedures (P&P), Registration Fees, Academ Administrator, Academ Payment Terms are defined in each respective institution’s MSA with Academ; and

Therefore, the Home institution and the Teaching Institution agree to enter this Agreement with the principles and guidelines set forth below to facilitate that participation effective 6/1/2020.

Parties agree to implement this agreement (the "Agreement") to allow students to study at other counterparty institutions under this Agreement in accordance with the principles and guidelines set forth below.

It is agreed:

ROLES AND RESPONSIBILITIES

1. The "Home Institution" is the party at which a student is enrolled as a degree or certificate seeking candidate.
II. The "Teaching Institution" is the party that has agreed to receive students from the Home Institution for a period of study on a non-degree or non-certificate seeking basis.

III. Since they are enrolled by the Home Institution, students are able to take courses but not to study for a degree at the Teaching Institution.

IV. Academic achievement reports will be sent to the Home Institution by the Teaching Institution through the Site at the conclusion of each course, not later than two weeks after the last day of the course. The course, credit hours, and grade will be recorded on the student's transcript and courses will be transcribed by the Home Institution in accordance with all related policies and accreditation standards.

V. The Teaching Institution will define the dates of the courses made available through this Agreement.

VI. Enrollments under this Agreement will be drawn from the Teaching Institution's courses listed in the Acaedium portal and amended from time to time per decisions made by the Teaching Institution on the Site.

VII. The Teaching Institution will have final authority to approve Enrollment Requests via the Site.

VIII. The Teaching Institutions ensures that the Home Institution will have access to materials, documentation, and personnel necessary to establish the academic quality of required course work, including but not limited to syllabi, faculty credentials, and documentation associated with learning outcomes assessment. The Teaching Institution agrees to communicate responsive regarding course implementation and effectiveness. This includes, but is not limited to, discussions regarding course content and student outcome data collected by the Teaching Institution.

IX. The Teaching Institution does not take responsibility to offer specific courses under specific timelines but will make available a selection of the courses it offers to its own students.

X. Participating students will remain registered at the Home Institution and pay all academic fees and tuition to the Home Institution.

XI. Registration Fees due and payable under the Acaedium P&P will be paid electronically by the Home Institution through its participation in the Acaedium and processed by the Acaedium Administrator for remittance to the Teaching Institution per Acaedium Payment Terms.
XII. The Teaching Institution will not be responsible for the costs of room, board, travel, or other personal expenses (including books) associated with the student's ongoing enrollment with the Home Institution.

XIII. The Home Institution will be responsible for disbursing all financial aid to its students and for monitoring student eligibility under this Agreement. The Home Institution is responsible for following its established procedures for calculating financial aid awards, disbursing aid, monitoring satisfactory progress and other student eligibility requirements, keeping records, and returning funds in the event the student withdraws.

XIV. Students participating in the agreement will be governed by the same regulations and performance standards that pertain to other students at the Teaching Institution, including add/drop periods. In addition, the Teaching institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. The Teaching Institution will consult with the Home Institution before finalizing such action.

XV. The parties agree to indemnify and hold one another harmless from any and all claims initiated by participants, their parents, survivors, or agents, arising from any negligent acts or omission on the part of either university or any of their employees. The relationship of the Home Institution and Teaching Institution under this Agreement, and per the Academ P&P, will be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither the Home Institution nor Teaching Institution will be liable for acts of the other, nor shall they be liable for the acts of students participating in the agreement.

XVI. All parties subscribe to a policy of equal opportunity and will not unlawfully discriminate on the basis of race, color, national origin, disability, genetic information, veteran status, sex, gender, age, or religion (except in limited circumstances when religious preference is both permitted by law and deemed appropriate as a matter of institution policy.)

XVII. This Agreement is subject to review at the end of the first year and shall be effective for five years. It shall be subject to revision, modification or renewal by mutual written agreement. Either party may terminate the agreement by written notice submitted at least 90 days in advance of the next academic term. Termination would not affect students already engaged in the exchange. If the Agreement is not renewed by mutual consent, the Agreement will conclude at the end of the specified time period, or after activities in progress have concluded.

XVIII. Hannibal-LaGrange University is accredited by the Higher Learning Commission to award baccalaureate, graduate and professional degrees. The accreditation of Hannibal-LaGrange University does not extend to the Home Institution or their students.
Further, course work provided under this agreement may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from Hannibal-LaGrange University. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives to be binding and effective on the Effective Date.

SIGNATURE PAGE

TEACHING INSTITUTION
Hannibal-LaGrange University

By:  
Name: 
Title: 
Date: 

HOME INSTITUTION
Dillard University

By:  
Name: Yolanda W. Page, Ph.D. 
Title: Vice President for Academic Affairs 
Date: June 30, 2020

By:  
Name: Ralph W. Johnson 
Title: Vice President for Business and Finance/CFO 
Date: 7/1/2020

Legal Review:  
By:  
Name: 
Title: 
Date: 

Digitally signed by Brendan Greene
DN: cn=Brendan Greene, o=Dillard University, ou=Legal Affairs, email=bgreene@dillard.edu, c=US
Date: 2020.07.08 07:53:52 -05'00'
EXHIBIT A
Contact Information for Participating Institutions

1) Teaching Institution – Hannibal-LaGrange University

Dr. Larinee Dennis
Vice President for Academic Administration
2800 Palmyra Rd.
Hannibal, MO 63401
573-629-3092
ldennis@hlg.edu

Mr. Jeremy Wallace
Registrar
2800 Palmyra Rd.
Hannibal, MO 63401
573-629-3046
jeremy.wallace@hlg.edu

2) Home – Dillard University

Yolanda W. Page, Ph.D
Vice President of Academic Affairs
Dillard University
2801 Gentilly Blvd
New Orleans, LA 70122
ypage@dillard.edu/504-816-4368