



Consortium Agreement
between
The Colleges of Law
and
The Chicago School

This Consortium Agreement (“Agreement”) is made and entered by and between **The Chicago School California, Inc.**, a California public benefit nonprofit corporation (“The Chicago School”) and The Santa Barbara & Ventura Colleges of Law, a California public benefit nonprofit corporation (“COL”) and establishes the framework whereby The Chicago School will adopt and offer COL Master of Business, Law, and Technology (“MBLT”) courses for both Chicago School credit and COL MBLT credit pursuant to the terms and conditions outlined below.

WHEREAS, COL is an institutionally accredited institution in the United States of America that offers online and campus-based legal graduate degrees through an engaging educational experience that connects students with peers and expert faculty; and

WHEREAS, The Chicago School is an institutionally accredited institution in the United States of America that offers online and campus-based Bachelors, Masters, and Doctoral degrees, through an engaging educational experience that connects students with peers and expert faculty; and

NOW THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto agree as follows:

I. GENERAL PROVISIONS

A. **Eligibility:** All active Chicago School students are eligible to enroll in The Chicago School courses offered by COL as listed in Appendix I under the terms and conditions of this Agreement, as long as the Chicago School students meet the qualifying criteria outlined below in section I.D. “Active Chicago School student” is defined as a student who has been identified as maintaining an active enrollment status in accordance with policies by The Chicago School. Chicago School students will be reviewed on an individual basis by The Chicago School to determine if requirements completed meet the qualifying criteria outlined below in section I.D.

B. **Term and Termination:** This Agreement shall be effective for a period of four years from the date of signature when executed by both parties (“Initial Term”). After the Initial Term, this Agreement will automatically renew for successive one-year renewal terms unless otherwise terminated. Either party may terminate this Agreement at any time for any reason without penalty or further obligation by giving the other party ninety (90) days written notice. In the event the Agreement is terminated, (1) no new applications or enrollments shall be permitted under the Agreement; and (2) for Chicago School students already enrolled in shared-credit Chicago School /MBLT courses pursuant to the terms of this Agreement and in the process of completing shared-credit Chicago School/MBLT courses at The Chicago School, such students will be allowed to finish their courses in accordance with The Chicago School policies and procedures and Section III.B of this Agreement, and to continue their enrollment in Chicago School in accordance with Chicago School policies and procedures.

C. **Effective Date:** The Agreement becomes effective on the date the Agreement is signed and

duly executed by both parties.

D. Academic Credit: Chicago School students actively enrolled in Chicago School's Bachelor of Arts in Criminology program and who are in good academic standing may take the shared-credit courses outlined in Appendix A prior to completing their Chicago School Program of enrollment. Such courses will be approved by The Chicago School and added to The Chicago School's course catalog. These shared-credit courses will be taught by COL MBLT faculty and will be offered at periodic intervals based on student enrollment. Admission to COL shall be contingent upon completing the qualifying Chicago School Program degree and meeting the admissions requirements for COL's MBLT program.

COL will accept credit for MBLT courses taken by a Chicago School student provided the grade received for the master's level course is a C+ or higher (as required by COL academic policy). A student who earns a grade below C+ that meets the school requirements of The Chicago School's Academic Grade Policy for a passing grade in an undergraduate course will have the course counted toward the bachelor's degree only. For courses with a grade lower than C+, the student will be required to retake the course for master's degree level credit if later enrolled in the COL MBLT program.

E. Changes in Curriculum or Program Requirements. Changes made to relevant curriculum at either institution may necessitate review of the programs at both institutions to determine if modification of the Agreement is necessary. Curriculum or program changes that impact the courses identified in this Agreement shall be communicated in writing no later than 45 (forty-five) days before the change to the following individuals responsible for administering the day-to-day operations of the Agreement, or such other individuals identified by the parties in writing:

The Chicago School Attention: Michael Barr Position: Associate Vice President, Academic Affairs Email: mbarr@thechicagoschool.edu Phone number: (312) 329-6620	The Colleges of Law Attention: Jeannette Eicks Position: Associate Dean for Graduate Programs Email: jeicks@collegesoflaw.edu Phone number: (805) 979-9352
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F. Promotion: The Parties consent to the mutual use of the Parties' names and logos solely for the purpose of promoting this Agreement, including on each Party's website, social media, public relations, and in other marketing efforts. The Parties also agree to use their best efforts to mutually promote and market this Agreement. The Parties agree to promote, advertise, and market the Agreement in a manner consistent with which they promote other partnerships on their websites, social media, public relations, and in other marketing efforts. Such efforts shall include the use of: 1) campus images, 2) Parties' logos, 3) a description of the process for students in Chicago School Programs to take courses at COL to complete their Chicago School Programs and be admitted, upon contingency, to the COL MBLT Program on COL's website, 4) links to COL's MBLT program website, 5) other such items as may be mutually agreed between The Chicago School and COL. Both Parties shall review and approve all print, electronic (including website landing pages, banner ads, social media, such as on Facebook and X, and other electronic media), scripts and other marketing materials ("Marketing Materials") before they are used by either Party. The Parties will use their reasonable best efforts to review and approve Marketing Materials related to the Program within ten (10) business days of receipt of the proposed materials. In no event shall either Party use or distribute any Marketing Materials related to the Program which have not been approved by the other Party. COL will host virtual meetings with appropriate representatives from The Chicago School and COL at least once each academic year. Additionally, once per semester COL will conduct a Virtual

Open House for bachelor level students at The Chicago School to assist students in their understanding of the MBLT program and the shared-credit course offerings.

II. FINANCES

A. Tuition Payments. The courses subject to this Agreement shall be added to The Chicago School Academic Catalog but shall be delivered by instructors of COL. Chicago School students shall pay The Chicago School the then current Chicago School tuition rate at their enrolled degree level.

B. Tuition Revenue Allocation. The Chicago School shall reimburse COL the Instruction Cost incurred by COL in connection with each Chicago School student enrolled under this Agreement, plus, an additional two percent (2%) of the Instruction Cost Share (ICS) to cover the course maintenance and overhead costs incurred by COL using this formula:

Instruction Cost (IC): Instruction Cost is defined as either the total instruction costs incurred by COL in connection with a contracted adjunct, or the those paid on a per teaching unit basis for a full or part-time faculty under contract. This includes but is not limited to all wages, benefits, stipends, or allowances that the adjunct, part-time, or full-time faculty are entitled to.

Instruction Cost Share (ICS): ICS is calculated by dividing the IC by the total revenue.

Total Revenue (TR): TR is calculated by multiplying the tuition per credit hour times the number of credit hours for the class times the number of students.

C. Effect of Termination. Should this Agreement be terminated by either party, the Agreement shall continue in force only for those Chicago School students admitted to COL's MBLT program prior to termination of the Agreement until the end date of the last term in which the student is enrolled for classes at COL under the terms of this Agreement, and the Tuition Revenue Allocation shall continue under the terms of this Agreement only for such students.

III. STUDENT RESPONSIBILITIES

A. Application and Admission Requirements: Chicago School students interested in obtaining an MBLT at COL must apply to the COL and meet the admission requirements. If accepted, the specific Chicago School courses listed in Appendix A taught by COL faculty and taken by Chicago School students will be accepted by COL towards the MBLT assuming The Chicago School students meet the academic standards for the COL MBLT..

B. Academic Policies: All active Chicago School students who take The Chicago School coursework offered through the shared-credit Chicago School and COL MBLT program shall be held to all academic policies as outlined in COL's Catalog and Student Handbook. Upon transfer to the MBLT program, student transfer grades will use COL grading scale. Both The Chicago School and The Colleges of Law grading scales will be made available to students in each course syllabus.

C. Information Sharing: Active Chicago School students participating in the shared-credit Chicago School and COL MBLT program under this Agreement shall agree that The Chicago School and COL may share information related to their enrollment at each institution.

IV. SCHOOL RESPONSIBILITIES AND NATURE OF AGREEMENT

A. Student Status: Students are Chicago School students. Should Chicago School student

successfully complete shared Chicago School/COL MBLT courses, those courses will be accepted toward the MBLT degree should that student be admitted to the COL MBLT program.

B. Processing of Student Financial Assistance: The Chicago School shall process federal, state or private financial assistance funds to students enrolled under this Agreement and shall maintain information on student eligibility, award calculations, disbursements, and refunds/returns.

C. Nature of Agreement: This Agreement does not establish a joint degree program.

V. GENERAL TERMS & PROVISIONS

A. Statement of Non-Discrimination: Each institution warrants that it shall not discriminate against any program applicant or participant on the basis of race, color, national origin, religion, gender, sexual orientation, age, or handicap.

B. Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by all the parties.

C. No Agency Relationship: In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as the agent or principal of the other with regard to dealings with third parties, including students. Neither party shall have the authority to make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

D. Execution and Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the terms and conditions outlined herein as of the date set forth below.

Michele Nealon, President
The Chicago School

Matthew Nehmer, President
The Colleges of Law

Date

Date

Appendix A

Consortium Agreement

Course Articulation

COL MBLT Program and Chicago School's BA Criminology Program

Course No.	The Colleges Of Law MBTL Course Name	Credit Hours	Course No.	The Chicago School BA Criminology Course Name	Credit Hours
MA 506	Foundational Legal Skills	3	CR 4XX	Criminology Elective	3
MA508	eLawyering	3	CR 4XX	Criminology Elective	3
<i>Students choose one of the following courses:</i>			CR 4XX	Criminology Elective	3
MA500	Privacy Dilemmas	3			
MA510	Regulation and Compliance	3			
MA512	Data Security and Breach	3			

TOTAL CREDITS 9