

INSTITUTIONAL ARTICULATION AGREEMENT BETWEEN

Kellogg Community College
and
Spring Arbor University

Article I Agreement on Principle

This agreement is made on May 27, 2021 between Spring Arbor University (“SAU”) and Kellogg Community College (“KCC”) (collectively the “Parties”). The Parties wish to facilitate the transfer of students who complete an Associate Degree at KCC to a degree program at SAU. Therefore, the Parties agree to enter into an Institutional Articulation Agreement (“Agreement”) to assist students who want transfer with a smooth curriculum transition that minimizes loss of credit and duplication of coursework. SAU shall seek approval or review of this Agreement from the Higher Learning Commission as appropriate.

Article II Agreement on Program Integrity

The Parties enter into this Agreement as cooperating, equal partners who shall maintain the integrity of their separate programs. Both Parties are accredited by the Higher Learning Commission.

Each institution will determine the satisfaction of its program and degree requirements. For the purpose of this Agreement, the Parties agree to accept transferrable courses from each other and from other regionally accredited institutions. Specific course requirements and transfer credits will be set forth in separate academic pathways, called Program Agreements.

Article III Agreement on Program Articulation

This Agreement is designed for students who follow a prescribed plan of study leading to an associate degree at KCC. The credits transferred from the Associate Degree Program will be outlined in separate Program Agreements, a sample of which is attached hereto, and will be included in the total credit hours required for the SAU baccalaureate degree.

Students must also meet all other standard admission, curriculum, and graduation requirements of KCC and SAU. Program Agreements are subject to this Agreement but will be separately developed and maintained.

Article IV Agreement on Program Specifics

Program specifics will be set forth by the Parties in separate Program Agreements, which shall incorporate the terms and conditions of this Institutional Articulation Agreement. Program Agreements must be signed and dated by authorized representative of each institution, in accordance with their institutional requirements, in order to be effective.

KCC and SAU agree to collaborate, via faculty, administrators, and staff at both institutions, toward the goal of facilitating the development of Program Agreements that will be subject to this Institutional Articulation

Agreement.

Students applying to SAU pursuant to this Institutional Articulation Agreement must adhere to the admission policies and process of SAU. SAU will give KCC students who receive an associate degree from KCC equal consideration for admission and financial aid as other students who have received associate degrees from other institutions, in accordance with all applicable requirements and criteria.

Article V
Agreement on Student Support

SAU, through the university office(s) identified in each Program Agreement, and KCC have joint responsibility for advising KCC students regarding SAU's admission and program requirements.

Each Party agrees to track the progress and success of articulation participants. Each Party's responsibility for this tracking rests with the School identified in the applicable Program Agreement. SAU will track students who have completed an A.A. or A.S. prior to transferring. KCC will track students who reverse transfer and complete a degree, as well as students who indicate their intent to transfer when they apply at KCC to compare with National Student Clearinghouse data.

Article VI
Agreement on Financial Aid

There is no corresponding financial aid consortium agreement for the Agreement. Program Agreements requiring a financial aid consortium will require an addendum to be developed between the financial aid offices of the Parties and those needed to support the programs.

Article VII
Agreement on Communication

The Parties agree to cooperate in communicating with each other and with their common and respective publics concerning the established relationship between the two institutions and for the purpose of monitoring and enhancing student academic success. Communication may include the development of various kinds of publication to inform those who might benefit personally or professionally from the opportunities provided by this agreement. Faculty and staff at both institutions will share the information in this agreement with interested and qualified students and both institutions will provide counseling and advising to students and prospective students.

Any marketing of this Agreement or Program Agreements is subject to the prior approval of both parties and must comply with Higher Learning Commission requirements. Each institution will assume responsibility for appropriate marketing to reach their respective student and faculty populations.

The Parties will abide by confidentiality requirements set forth in the Family Education rights and Privacy Act (FERPA) and other applicable laws.

Article VIII
Maintenance and Review Procedures

Responsibility for oversight of this agreement rests with the respective Deans of the programs covered by each Program Agreement. Both Parties agree to communicate annually any changes in their respective programs that may affect this Agreement or individual Program Agreements. These changes should be communicated by March 1 of each calendar year to the respective Deans, KCC's Registrar's Office and SAU's Office of Admissions. This will allow KCC to meet annual catalog deadlines and SAU to update websites accordingly. Each institution retains control over

its curriculum, course requirements, program requirements, and degree requirements. Each institution will notify the other of any curricular changes that would affect the courses in an associated Program Agreement or that could affect the future of this agreement.

Article IX
Agreement Regarding Independent Relationship

In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible only for its own conduct. Each institution is solely responsible for the development and design of its own curriculum. Changes on the part of either party will/may necessitate review of this document.

Article X
Notice Provisions

The designated representative of each Party is listed below. All business documents, notices, questions, problems, administrative matters, and communications regarding this Agreement shall be directed to:

SAU: Carol Green, Ph.D.
Vice President for Academic Affairs
Spring Arbor University
Spring Arbor, Michigan 49283

Copy to:
Sherri Hendrix
Registrar
Spring Arbor University
Spring Arbor, Michigan 49283

KCC: Paul Watson, Ph.D.
Vice President, Instruction
Kellogg Community College
Battle Creek, Michigan 49017

Copy to:
Bobbie Brawley
Manager, Graduation and Transfer
Kellogg Community College
Battle Creek, Michigan 49017

Article XI
Agreement not to Discriminate

Each Party agrees that it will not discriminate based on race, creed, color, age, sex, or national origin; that it will comply with the Americans with Disabilities Act of 1990 and any related amendments; and that it does not discriminate on the basis of "physical or mental handicap," unless accommodating that student would fundamentally alter the course or program. Each Party shall be separately responsible for compliance with all federal and state laws, including nondiscrimination laws and all applicable sections of the Michigan Persons with Disabilities Civil Rights Act. Illegal discrimination by either party will be considered a material breach of this Agreement.

Article XII
Entire Agreement

This Agreement constitutes the entire agreement between the parties. All prior discussions, agreement, and understanding, whether verbal or in writing, are hereby merged into this Agreement.

Article XIII
Amendment, Modification, or Termination

No amendment or modification to this Agreement, including any modification or amendment of this paragraph, shall be effective unless the same is in writing and signed by all parties or their successors. This Agreement will be in effect immediately upon authorized signature by each Party and shall remain in effect for five years.

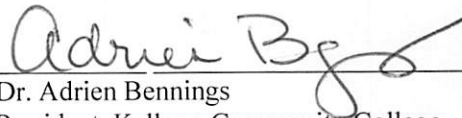
Each program will review its Program Agreements annually and will provide and changes to the respective Dean and copy the Office of Admissions so that the Program Agreements, catalogs, and websites can be updated.

Either Party may terminate this Agreement at any time with no less than sixty days' written notice. In the event that this Agreement is terminated, the Parties shall cooperate to assist currently enrolled students with completing their Program.

Agreement signed: May 27, 2021.



Dr. Brent Ellis
President, Spring Arbor University



Dr. Adrien Bennings
President, Kellogg Community College