

**INSTITUTIONAL ARTICULATION AGREEMENT BETWEEN
Kalamazoo Valley Community College
and
The Board of Trustees of Western Michigan University**

**Article I
Agreement on Principle**

This agreement is made on [date] between the Board of Trustees of Western Michigan University (WMU) and Kalamazoo Valley Community College (Kalamazoo Valley) (collectively, the "Parties"). The Parties wish to facilitate the transfer of students who complete an associate degree at Kalamazoo Valley to a degree program at WMU. 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. WMU shall seek approval or review of this Agreement from the Higher Learning Commission as appropriate, and correspondence shared with Kalamazoo Valley.

**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 programs of study/majors, called Program Articulation 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 Kalamazoo Valley. The credits transferred from the Associate Degree Program will be outlined in separate Program Articulation Agreements, a sample of which is attached and will be included in the total credit hours required for the WMU baccalaureate degree.

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

Students who transfer to WMU without the associate degree listed on their transcript will receive notice upon completion of the appropriate number of credit hours at WMU that their transcript is being sent to Kalamazoo Valley for reverse transfer review per the Reverse Transfer Agreement between Kalamazoo Valley and WMU. All correspondence regarding the results of the review will be sent directly to the student from Kalamazoo Valley.

Article IV
Agreement on Program Specifics

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

Kalamazoo Valley and WMU agree to collaborate, via faculty, administrators, and staff at both institutions, toward the goal of facilitating the development of Program Articulation Agreements that will be subject to this Institutional Articulation Agreement.

Students applying to WMU pursuant to this Institutional Articulation Agreement must adhere to the admission policies and process of WMU. WMU will give Kalamazoo Valley students who receive an associate degree from Kalamazoo Valley 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. WMU will advise transfer students from Kalamazoo Valley to select the catalog term that most benefits the student.

Article V
Agreement on Academic Advising

WMU, through the college advising office identified in each Program Articulation Agreement, and Kalamazoo Valley have joint responsibility for advising Kalamazoo Valley students regarding Program Articulation Agreements.

Article VI
Agreement on Financial Aid

There is no corresponding financial aid consortium agreement for the Agreement. Program Articulation 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

Any marketing of this Institutional Articulation Agreement or Program Articulation 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 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 publications 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 students, and both institutions will provide academic advising and advising to students and prospective students.

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 the Program Articulation Agreements rests with the designee(s) of the Provost. Both Parties agree to communicate annually any changes in their respective programs that may affect this Agreement or individual Program Articulation Agreements. These changes should be communicated annually to the respective Deans, Kalamazoo Valley Registrar's Office, Kalamazoo Valley Advising and Counseling Office and WMU's Office of Admissions. 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 Articulation 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 representatives of each Party are listed below. All business documents, notices, questions, problems, administrative matters and communications regarding this Agreement shall be directed to:

WMU: Edward B. Montgomery, Ph.D.
 President
 Western Michigan University
 Kalamazoo, Michigan 49008

Copy to:
Julian Vasquez Heilig, Ph.D.
Provost and Vice President for Academic Affairs
Western Michigan University
Kalamazoo, Michigan 49008

KVCC: L. Marshall Washington, Ph.D.
 President
 Kalamazoo Valley Community College

Kalamazoo, MI, 49003

Copy to:
Paige Eagan, Ph.D.
Provost and Vice President for Instruction and Student Services
Kalamazoo Valley Community College
Kalamazoo, MI, 49003

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 the 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, agreements, and understandings, 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.

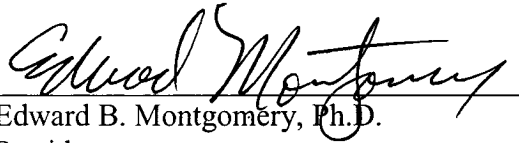
Each Program will review its Program Articulation Agreements annually, and will provide any changes to the respective Dean and copy the Kalamazoo Valley Registrar's Office and WMU's Office of Admissions so that Program Articulation Agreements, catalogs and websites can be updated.

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.

Signatures

**The Board of Trustees of
Western Michigan University**

By:

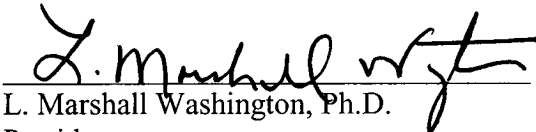


Edward B. Montgomery, Ph.D.
President

Date: 1/23/2023


Kalamazoo Valley Community College

By:



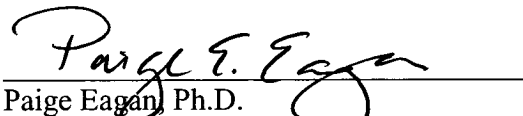
L. Marshall Washington, Ph.D.
President

Date: 1/23/2023



Julian Vasquez Heilig, Ph.D.
Provost and Vice President for
Academic Affairs

Date: 1/23/23



Paige Eagan, Ph.D.
Provost and Vice President for
Instruction and Student Services

Date: 1/23/23