

**AGREEMENT BETWEEN
INDIANA WESLEYAN UNIVERSITY'S
ASSOCIATE DEGREE TO BACHELOR'S DEGREE PROGRAMS
AND
KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM**

INTRODUCTION

Kentucky Community and Technical College System (KCTCS) and Indiana Wesleyan University's (IWU) College of Adult and Professional Studies (CAPS) agree to work collaboratively in order to provide educational opportunities for the currently enrolled and potential students of their institutions. This collaboration requires a commitment by both institutions to facilitate the transfer of KCTCS associate degree graduates into an applicable IWU baccalaureate degree program without jeopardizing the mission and goals of either entity.

I. Purpose

This Agreement defines a structure through which articulation on all levels can be supported allowing for maximum transfer of academic credits and a seamless transition for KCTCS students earning an associate degree into one of IWU's CAPS' baccalaureate degree completion programs.

II. Accreditation and Licensure Status

IWU is accredited by the Higher Learning Commission,*(HLC), and a member of the North Central Association. IWU is also accredited by the State Department of Public Instruction of Indiana, National Association of Schools of Music, National Council for Accreditation of Teacher Education, Indiana Board of Nursing Registration, the Commission on Collegiate Nursing Education, the National Accrediting Agency for Clinical Laboratory Science, American Medical Association, the Council on Social Work Education and CACREP (Council for Accreditation of Counseling and Related Educational Programs).

IWU is and will maintain its institutional accreditation with the Higher Learning Commission. Of its bachelor's completion programs currently subject to this Agreement, the Bachelors of Science – Nursing major is and will remain programmatically accredited through the Commission of Collegiate Nursing Education or other equivalent accrediting body recognized by the U.S. Department of Education.

IWU is currently licensed to offer courses and/or conduct academic programs in Kentucky pursuant to KRS 164.945 to 164.947 and 164.992 and Council on Postsecondary Education administrative regulation 13 KAR 1:020. IWU obtained licensure to offer courses and/or conduct academic programs in Kentucky on November 20, 2000; and the current licensure expires on July 1, 2010.

The KCTCS is currently comprised of the following institutions: Ashland Community and Technical College, Big Sandy Community and Technical College, Bluegrass Community and Technical College, Bowling Green Technical College (“BGTC”), Elizabethtown Community and Technical College, Gateway Community and Technical College (“GCTC”), Hazard Community and Technical College, Henderson Community College, Hopkinsville Community College, Jefferson Community and Technical College, Madisonville Community College, Maysville Community and Technical College, Owensboro Community and Technical College, Somerset Community College, Southeast Kentucky Community and Technical College, West Kentucky Community and Technical College. With the exception of GCTC, and BGTC, each of these institutions are and will maintain institutional accreditation through the Southern Association of Colleges (SAC). CAPS will accept relevant academic credits from GCTC and BGTC provided these institutions continue in good faith using best efforts to obtain SAC’S accreditation.

*Higher Learning Commission: <http://www.ncahlc.org/> or 312-263-0456

III. Elements of this Agreement

A. Admissions Practices

CAPS’ admissions requirements are outlined at <http://caps.indwes.edu/> and are specifically incorporated into this Agreement by this reference. In general, KCTCS students will be granted admission to a CAPS baccalaureate degree completion program based on meeting the following admissions criteria:

1. Proof of high school graduation or GED certification.
2. Production of official transcripts from all previous colleges or universities attended.
3. Prior completion of at least sixty (60) semester credit hours from a regionally accredited college or university; of which up to forty (40) semester credit hours may be met by equivalent education assessed and approved through IWU’s portfolio process as described in the University’s catalog (“Bulletin 2007-08”) incorporated in and made part of this Agreement.
4. A minimum of two (2) years of relevant full-time work experience beyond high school. Registered Nurses need demonstrate only one (1) year of full-time nursing experience as an LPN or RN for eligibility in IWU’S registered nurse to baccalaureate degree completion program.
5. KCTCS students seeking enrollment into CAPS’ Bachelor of Science – Accounting major must show evidence of the equivalent of three (3) undergraduate credits of mathematics or statistics.
6. In the event of a conflict, the admissions requirements published at <http://caps.indwes.edu/> shall control.

B. Acceptance and Application of Credits

Courses completed through KCTCS will transfer to IWU under this Agreement subject to the following limitations:

1. Must be 100-level or above.
2. Must not duplicate courses in the degree major pursued at IWU.
3. Must be a grade of "C" or higher.
4. Students must meet admission requirements specific to each CAPS degree program detailed at <http://caps.indwes.edu/>.
5. Academic credit recommendations based on knowledge equivalency examinations must be issued by an American Council on Education (ACE) recognized testing entity (i.e., CLEP, DANTES, etc.)
6. Must be academic, credit bearing courses and not avocation, recreational, pre-college, remedial or developmental in nature.
7. KCTCS credits awarded by Prior Learning Assessment will not transfer.

Depending on the major, a maximum of eighty-four (84) semester credits may be transferable to the corresponding CAPS baccalaureate degree program. CAPS' general education requirements may be included in the credits transferred.

CAPS offers baccalaureate degree programs in Business, Nursing, and Liberal Arts. Specific baccalaureate degree programs available through IWU's College of Adult & Professional Studies include:

1. Bachelor of Science with a major in Accounting (online & onsite)
2. Bachelor of Science with a major in Biblical Studies (online & onsite)
3. Bachelor of Science with a major in Business Administration (online & onsite)
4. Bachelor of Science with a major in Business Information Systems (online & onsite)
5. Bachelor of Science with a major in Criminal Justice (online & onsite)
6. Bachelor of Science with a major in General Studies (online & onsite)
7. Bachelor of Science with a major in Management (online & onsite)
8. Bachelor of Science with a major in Marketing (online & onsite)
9. Bachelor of Science in Nursing (online & onsite)

C. Tuition and Financial Aid/Scholarship

The role of financial aid at IWU is to make a quality Christian education affordable to all eligible students who apply. Financial aid information for CAPS students at IWU can be found at <http://www.indwes.edu/financialaid/aps/index.htm>.

D. Responsibility of Indiana Wesleyan University

1. Report to KCTCS annual data on KCTCS transfer students including:
 - a. Student Name
 - b. SSN
 - c. Year of birth
 - d. Sex
 - e. Race
 - f. County of origin
 - g. Major

- h. G.P.A. for coursework complete at IWU for KCTCS transfer students
 - i. Residency status
 - j. Total credit hours completed
 - k. Transferred credit hours
 - l. Grades for each course completed
2. Provide academic advising services to transferring students.
 3. The trademarks and service marks owned by KCTCS may not be used by IWU without express written permission.
 4. Provide transfer materials such as brochures, fliers, curriculum guides, academic checklists, and/or procedural checklists. Transfer literature will be updated on an annual basis.

E. Responsibility of Kentucky Community and Technical College System

1. KCTCS colleges will provide the opportunity for CAPS representatives to meet with KCTCS students on an ongoing basis.
2. KCTCS colleges will assist CAPS in the distribution of updated degree and transfer materials to alumni and current students.
3. The trademarks and service marks owned by IWU may not be used by KCTCS or its colleges without express written permission.
4. KCTCS colleges will present to their students CAPS transfer options as they do other universities with which they have similar agreements.

F. Joint Responsibility

1. Both institutions will designate an individual to serve as a liaison for the purpose of managing this Agreement.
2. Both institutions agree to notify each other of any adverse changes in its accreditation status.
3. Any written materials published and distributed by KCTCS and/or CAPS which specifically reference this Agreement or make any general representation of each other's institution, must be approved by each respective party prior to use.

G. Implementation of the Agreement

KCTCS will notify its colleges of this system-wide Agreement. The KCTCS colleges will add IWU and CAPS programs to its published lists of partnering universities with transfer agreements.

CAPS will work with each college to develop a strategy of providing faculty and staff with the information and materials essential to informing KCTCS students and alumni of the transfer options offered through this Agreement.

H. Annual Evaluation

After each academic year representatives from KCTCS and CAPS will review processes and practices between the two (2) institutions to determine each institution's satisfaction with the Agreement. Each institution will work in good faith to modify their policies, procedures, etc. to accommodate the changing needs of their partner.

I. Term and Modification*

This agreement will be in effect from the Effective Date. Either party reserves the right to call for review of the Agreement for the purpose of making changes or modifications. Termination of this Agreement may occur by either party with a one-year written notification to the other.

J. Indemnification*

IWU shall indemnify, hold harmless and defend KCTCS from any and all liability, claims, demands and expenses (including reasonable attorneys' fees and costs) arising out of its actions causing (a) damage to the property of KCTCS or injuries to their employees, officers, directors or agents, or any other persons in connection with the provision of courses offered hereunder, except for such damages as are caused by KCTCS in connection with the provision of courses offered hereunder, except for such damages as are caused by the sole negligence of KCTCS, its employees, officers, directors or agents, and (b) damages or losses caused by KCTCS in connection with any alleged inadequacy in class content, credits or official recognition.

To the extent permitted under Kentucky law, KCTCS shall indemnify, hold harmless and defend IWU from any and all liability, claims, demands and expenses (including reasonable attorneys' fees and costs) arising out of its actions causing (a) damage to the property of IWU or injuries to their employees, officers, directors or agents, or any other persons in connection with the provision of courses offered hereunder, except for such damages as are caused by IWU in connection with the provision of courses offered hereunder, except for such damages as are caused by the sole negligence of IWU, its employees, officers, directors or agents, and (b) damages or losses caused by IWU in connection with any alleged inadequacy in class content, credits or official recognition.

K. Limitation of Liability*

Except for the specific remedies expressly identified as such in this Agreement, the parties agree that their sole liability (whether in contract, tort, by statute or otherwise) for any claim in any manner related to this Agreement, shall be the payment of direct damages. In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damages, loss or expenses (including but not limited to business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence.

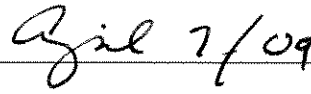
IV. Signatures

The undersigned parties do hereby enter into this Agreement and do each hereby warrant and represent that they have all necessary and appropriate authority to make this Agreement and to implement plans of action and procedures necessary to effect this Agreement. This Agreement will be considered in force when signed by both parties. The effective date of this Agreement will be the date the last signature is affixed hereto.

Kentucky Community and Technical
College System



Chancellor



Date


Indiana Wesleyan University's
College of Adult & Professional Studies



Dean



Vice President



President



Date