



**Articulation Agreement
Between
College of DuPage, Associates in Arts and the Associates in Applied Science
in Management Degrees
And
Saint Xavier University
Bachelors of Arts in Professional Studies in Organizational Behavior**

This Bachelor of Arts in Professional Studies entered into this 22nd day of October, 2008 by and between **College of DuPage**, and **Saint Xavier University**.

WHEREAS, College of DuPage and Saint Xavier University form a co-operative relationship through articulation agreement to better accommodate our students by offering a degree completion program and a seamless transfer experience for the, Bachelors of Arts in Professional Studies in Organizational Behavior for students pursuing the AA or AAS degrees.

WHEREAS, Saint Xavier University will accept students from College of DuPage who have earned an Associate in Arts (AA) degree or the Associates in Applied Science (AAS) or equivalent credit hours. College of DuPage students will enter Saint Xavier University with junior status in order to pursue the Bachelor of Arts degree in Professional Studies in Organizational Behavior from the School for Continuing and Professional Studies. The accelerated program allows students to complete courses within an 18-month period from admission. Program curriculum including; transfer guides, general education, and electives requirements are included as attachments.

NOW, THEREFORE, it is understood and agreed to by the parties hereto as follows:

A. POLICY

1. **Transfer Credit Hours.** Saint Xavier University will accept a maximum of 70 credit hours from College of DuPage. All transferable courses must be at college level. Students seeking to transfer to Saint Xavier University without an associate degree are welcome. However, transcripts will be evaluated on a course-by-course basis.

2. **Student Prerequisites.** College of DuPage students are required to have a 2.00/4.00 Grade Point Average (GPA) to transfer.

3. **Scholarships.** Saint Xavier University agrees to offer merit tuition scholarship for qualifying students taking a course load of six or more credit hours based upon fund availability.

B. CAREER COUNSELING/SUPPORT

Career planning is an integral component to the Bachelor of Arts in Professional Studies program. Saint Xavier University will provide students the opportunity to speak one-on-one with counselors, attend workshops/seminars to learn and explore career options in the field of organizational behavior. Saint Xavier deems it important for students to become active partners in the planning and evaluation of their careers,

To offer additional exposure to the field, scheduled leadership forums with professionals invited from local businesses and organizations will present on requirements of specific occupations within the area. This service will also provide networking opportunities for students as well as future employers.

C. ADVISING

1. College of DuPage and Saint Xavier University will provide advising services for interested students. Such services may include but are not limited to telephone advising, interactive videos, on-site presentations, computerized and or Internet communications.

2. Saint Xavier University will provide students with advising materials, including model plans specific to the Bachelors of Arts in Professional Studies in Organizational Behavior.

3. Saint Xavier University will provide College of DuPage with marketing materials necessary to advertize and promote the articulation agreement.

D. JOINT REPOSIBILTIES

1. **Non Discrimination/Compliance with Laws.** Neither party shall discriminate against a student considered for or enrolled in the Program on the basis of race, religion, sex, national origin, ancestry, age, marital status, physical or mental disability unrelated to the ability to participate in the Program, or unfavorable discharge from the military service. In addition, the parties shall comply with all applicable laws, statues and ordinances and all amendments thereto relating to the performance of services hereunder. These include: all federal, state or local statues, laws, ordinances or regulations, including without limitations, those relating to conditions of employment, such as Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, Employee Retirement Income Security Act, Rehabilitation Act 1973, Family Medical Leave Act, Fair Labor Standards Act, the Immigration Reform Control Act 2986, National Labor Relations Act, the American with Disabilities Act, Executive Order 11246, as amended, Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 USC _4214, and applicable requirements of 41 CFR, 60-1.4(a)(7), 60-250.5 and 60-741.5; and those relating to the delivery of health care, such as Medicare and Medicaid, False Claims Act, Fraud and Abuse amendments and Health Insurance Portability and Accountability Act.

2. **Indemnification.** College of DuPage and Saint Xavier University shall indemnify, defend and hold one another and their respective affiliated and parent corporations, and their offices, directors, trustees, employees, faculty, students and agents harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with the loss of life, personal injury (including death) and property damage or destruction arising from any operations, acts or omissions of the indemnifying party or any of its agents, employees, staff with respect to any claim asserted or brought against either College of DuPage or Saint Xavier University, as the case may be, by any third party, which claim arises out of or is directly or indirectly related to operation of the Program under this Agreement or the exercise of an indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this Agreement. This indemnity and hold harmless agreement shall include indemnity against all costs expenses and liabilities, (including attorneys' fees) incurred by the party in connection with any claim or action or enforcing the provisions of this indemnity against the indemnifying party or any trial, appellate or bankruptcy proceedings relative thereto. If any such action or proceeding by counsel approved in writing by the other party, such approval not to be unreasonably withheld or delayed. This indemnification obligation shall survive any termination of this Agreement. In the event that Saint Xavier University is prohibited by law from giving this indemnification, then substitute statutory language shall be provided.

E. **TERM AND TERMINATION**

1. **Term.** The term of this Agreement shall be indefinite, with a review every three years by both parties. The articulation agreement will commence spring 2009 semester.

2. **Termination.** Saint Xavier University or College of DuPage may dissolve this agreement by giving a 30 day written notice to cooperating institution's president or chief academic officer.

F. **NOTICES**

All notices required under this Agreement must be sent by registered or certified mail properly addressed, postage pre-paid, return receipt requested or by expedited or personal delivery to the following or to such other address as either party provides from time to time:

Attn: College of DuPage
Academic Affairs
425 Fawell Blvd.
Glen Ellyn, IL. 60137

G. **CONFIDENTIALITY**

1. **Proprietary Material.** The parties therefore agree that all confidential or proprietary information including student information, is "Confidential" and shall remain so during the term of this Agreement and thereafter.

H. ADDITIONAL TERMS

1. Entire Agreement/Modifications. This document shall be the entire understanding and agreement between the parties with respect to the subject matter set forth herein, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, not incorporated herein and superseded hereby.
2. Amendments and Waivers. This Agreement may not be amended, modified, altered, supplemented or changed in any way and no provision may be waived except in writing, signed by the parties and attached hereto as an amendment.
3. Assignment. Saint Xavier University nor College of DuPage may assign this Agreement, in whole or in part, without prior written consent of the other party.
4. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois.
5. Non Exclusivity. This Agreement is not exclusive and either party may enter into similar agreements with other institutions.
6. Headings. The headings of section and subsections are used for convenience only and shall not construe to affect the substance of any section or subsection.