

**ARTICULATION AGREEMENT  
BETWEEN**

**OTTAWA UNIVERSITY  
AND  
GUPTON-JONES COLLEGE OF FUNERAL SERVICE**

This agreement is entered into between Ottawa University, a Kansas corporation, herein referred to "Ottawa", and Gupton-Jones College of Funeral Service, herein after referred to as "Gupton-Jones".

Whereas, Ottawa has over 130 years of demonstrated academic excellence in delivering high quality, university educational programs through a variety of delivery systems, and Gupton-Jones has a reputation for excellence in providing two-year Associate of Applied Science Degree.

Whereas, Ottawa and Gupton-Jones agree that cooperation between them may be of benefit to both parties and their constituencies.

This agreement is in keeping with the Higher Learning Commission, North Central Association of Colleges and Schools "Good Practices in Contractual Arrangements Involving Courses and Programs."

Incorporation of the Five Basic Assumptions of the Statement of Good Practices

1. This agreement is consistent with Ottawa University's mission and purposes.
2. Ottawa University is responsible for all activities conducted in its name.
3. This agreement does not affect Ottawa University's continuing ability to meet the Commission's General Institutional Requirements and the Criteria for Accreditation.
4. Ottawa University assures that Gupton-Jones will not claim for itself or imply any accredited status other than its negotiated association with Ottawa University.
5. Ottawa University adheres to all Commission policies that require prior approval of specific institutional changes.

Therefore, Ottawa and Gupton-Jones desire to enter into a mutually beneficial agreement whereby the parties agree to abide by all the terms and conditions set forth in this agreement as follows:

1. Ottawa will award and transcript 73 semester credit hours of college-level credit (100 level and above) earned through the successful completion of the Gupton-Jones Associate of Applied Science Degree program.
2. Of the 128 credit hours required for graduation, 55 or more upper-division credit hours will be completed at Ottawa including required major courses and electives. Students must have a "C" average or higher to graduate from Ottawa.
3. Ottawa's General Education requirements are organized into four areas called Breadth Areas; Art/Expression, Social/Civic Studies, Science/Description and Value/Meaning. Demonstration of competence in the Liberal Arts breadth areas include completion of a minimum 6 semester hours of credit (100 level or above with a grade of "C" or better). A student gaining an

Associate of Applied Science Degree from Gupton-Jones will have fulfilled Ottawa's breadth area requirements as a result of completing the Associate Degree requirements. Students must successfully complete the LAS sequence of courses at Ottawa, consisting of a minimum of LAS 30012, Proseminar and LAS 45012, Graduation Review.

4. Gupton-Jones agrees to provide Ottawa with the student and course information necessary to assess and evaluate student performance.
5. Gupton-Jones agrees to inform its students as to the availability of Ottawa's evaluated credit and to include Ottawa in its marketing and promotional materials. Ottawa will provide Gupton-Jones with promotional brochures, links to Ottawa's website, and other communications to be used by Gupton-Jones with its students. Any use of Ottawa's name and logo within Gupton-Jones information will require prior approval by Ottawa.
6. Each of the parties is responsible respectively to maintain their offerings according to the academic standards which meet all the standards for accreditation by their respective accrediting organizations.
7. Any notices to be given to Ottawa and Gupton-Jones under the terms of this agreement shall be in writing and addressed as follows:

If to Ottawa:

Vice President for Academic Affairs  
c/o Director of Institutional Research  
Ottawa University, Box 114  
1001 South Cedar Street  
Ottawa, Kansas 66067

If to Gupton-Jones:

President  
Gupton-Jones College of Funeral Service  
5141 Snapfinger Woods Drive  
Decatur, GA 30035-4022

8. Ottawa and Gupton-Jones agree to negotiate in good faith any necessary amendments to this agreement. In the event a change to this agreement is needed to implement and operate this program successfully over time, or to add or delete program and/or Ottawa credit awards, a written amendment signed by an authorized representative of both Ottawa and Gupton-Jones shall be required. Upon execution, such amendment shall be incorporated by addendum as part of this agreement.
9. Either party may terminate this agreement within 120 days written notice. Either party may terminate this agreement for the material noncompliance of the other party by providing that other party 30 days written notice of termination. If the noncomplying party fails to resolve it's noncompliance within the 30-day period, or makes no attempt to do so, the termination shall be effective immediately. Immediate termination is possible only by mutual consent. Such termination shall not affect students already accepted by Ottawa pursuant to this agreement.
10. To the extent permitted by law, each party shall hold the other party harmless for any actions or omissions on the part of its employees or agents. Both parties agree to use alternative dispute resolution procedures to the extent permitted by law.
11. Neither party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with all applicable federal and state laws, rules,

regulations and executive orders relating to nondiscrimination, equal employment opportunity, immigration and affirmative action. Both parties' services and facilities shall comply with all applicable laws, including the Americans with Disabilities Act and the Rehabilitation Act, relating to persons with disabilities.

12. This agreement shall be governed by the laws of the State of Kansas. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining provisions shall not be affected thereby.
13. The parties agree the rights and obligations of this agreement are not assignable absent the signed, written consent of the other party.
14. The parties to this agreement are independent contractors. No employment relationship between the parties is created through this agreement.
15. This agreement represents the entire agreement between the parties and supersedes any prior oral or written understandings with respect to transfer agreements between the parties and supersedes any prior oral or written understandings with respect to transfer agreements between the two parties.

This agreement between Ottawa and Gupton-Jones is herein signed by their duly designated officers, each legally qualified to commit the contracting entities to a binding contract.

In WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year indicated below:

Ottawa University

By: Anne J. Mills  
Anne J. Mills

Title: Vice President for Business Management & CFO

Date: 12/30/08

Gupton-Jones College of Funeral Service

By: Patty S. Hutcheson  
Patty S. Hutcheson

Title: President

Date: 01/12/09