



Articulation Agreement

between

Black Hawk College, Moline, IL

and

Midwest Technical Institute

(East Peoria, Moline, and

Springfield, IL campuses)



Black Hawk College (BHC) and Midwest Technical Institute (MTI) enter into this Agreement to set forth the terms and conditions to facilitate the transfer of MTI students who **complete a program area approved by the Illinois Community College Board (ICCB) for acceptance of credit** by Illinois Community Colleges (see Appendix A).

This Agreement applies to students who graduate from MTI October 2, 2018 or later.

BHC and MTI will maintain the integrity of their separate programs and enter into this Agreement as equal and cooperating partner institutions.

I. **ARTICULATION OF CREDITS**

BHC will articulate MTI credits from ICCB approved program areas as follows:

BHC will apply MTI credits from any of the ICCB approved program areas in Appendix A toward the General Occupational and Technical Studies Associate in Applied Science degree (GOTS AAS). Credits will be reviewed and applied to the student's BHC academic record as **elective credit** in accordance with BHC's standard policies and procedures.

Furthermore, BHC has elected to apply MTI credits toward required courses in other BHC AAS degrees as shown in Appendix B and the associated Transfer Guides.

MTI credits will not transfer for credit to BHC's AA, AS, AFA, or ALS degrees or career-oriented Certificates.

Notwithstanding the number of MTI credits accepted, students must meet all BHC degree and graduation requirements including residency. The BHC Registrar has final authority on the transfer of credit. Students should refer to the [Black Hawk College Catalog](#) for complete admission, degree and graduation information.

II. **APPLICATION OF CREDITS**

Student will be asked to sign a Program Participation Form to assist coordination of MTI credits with BHC degree requirements. Students must provide an official MTI transcript upon application to BHC for the purpose of transferring MTI credits under this Agreement. MTI credits accepted in transfer will appear on the BHC transcript as "CARR 175 Career Elective".

Health Information Management AAS: For transfer of credit into the HIM AAS degree, the student must have graduated with MTI's Medical Assisting Certificate or Medical Coding Certificate, and must have earned grades of 'C' or better in all transferring courses. BHC can require review of MTI course syllabi before awarding credit for any courses taken prior to October 2, 2018.

III. RESPONSIBILITIES OF THE PARTIES

BHC will:

Appoint a relevant academic department Chairperson or designee to participate in BHC graduation audits by recommending course-to-course equivalencies or course substitutions as needed.

MTI will:

Provide program curriculum and course syllabi as requested by BHC or by MTI students to assist BHC with evaluating credit transferability and with maintaining Transfer Guides.

BHC and MTI jointly will:

Provide academic advising to prospective and enrolled students.

Communicate about the development of publications to inform those who might benefit from the opportunities provided by this Agreement. Minimally, each institution will provide access to this Agreement and Transfer Guides on their respective public websites.

The appropriate faculty and staff in both institutions will share the information in this Agreement with interested and qualified students.

IV. AGREEMENT MAINTENANCE AND REVIEW

The Parties will communicate at least annually concerning curriculum changes. Parties will work cooperatively to update advising and marketing materials and Transfer Guides associated with the implementation of this Agreement.

Each institution will appoint one or more agents for communication and oversight of this Agreement, and to communicate changes to respective faculty members, advisors, and others to whom the information is pertinent.

For BHC: Vice President for Instruction or designee.

For MTI: Mary Link (Director of Educational Leadership)

V. ACCREDITATION and ICCB APPROVAL

BHC is accredited by the [Higher Learning Commission \(HLC\)](#).

MTI is accredited by the [Accrediting Commission of Career Schools & Colleges \(ACCSC\)](#).

The Medical Assisting Program at MTI's Springfield, IL; Moline, IL; and East Peoria, IL

campuses is accredited by the [Commission on Accreditation of Allied Health Education Programs \(CAAHEP\)](#).

BHC and MTI will retain their respective institutional and programmatic accreditations in good standing. Any change in accreditation must be reported by the affected Party to the other Party within 30 calendar days of the change.

MTI is approved by ICCB to transfer credit in approved program areas to Illinois Community Colleges as outlined in Appendix A. Credit transfers from MTI may be made only during the verified accreditation period, as determined by ICCB in accordance with the [Career and Workforce Transition Act Section 15 and Section 20](#). Any change in ICCB approval status must be reported by MTI to BHC within 30 calendar days of the change.

VI. USE OF NAME

Both Parties may use the name and logo(s) of the other Party for the purposes of informing MTI students about the Agreement, with such use conforming to the marketing standards each Party sets forth. Both Parties agree not to use the name and logo(s) of the other Party for any commercial purpose or endorsement without prior written approval.

VII. TERM / RENEWAL or MODIFICATION / TERMINATION

This Agreement will be in effect immediately upon signature and will remain in effect for a period of 3 years, reviewed annually and re-affirmed every 3 years. Renewal will be for 3 years unless either party notifies the other in writing by December 31 of the year preceding the last year of the agreement of their intention to renegotiate or of non-renewal of this agreement.

Either Party may terminate this Agreement for convenience upon one hundred eighty (180) days prior written notice to the other Party. Further, either Party may terminate this Agreement immediately upon substantial breach by the other Party. In the event of termination, students who have begun a BHC degree under this Agreement will be allowed to complete it according to the terms in effect immediately prior to termination, and students stay continuously enrolled and make satisfactory academic progress.

VIII. INDEMNIFICATION

Each Party agrees to indemnify and hold the other, its officers, directors, agents, employees, and trustees harmless from and against any and all tort liability, claims, actions, and causes of action, losses, damages, or expenses caused or arising out of the act(s) and/or omission(s) of itself, its agents, and its employees incident to this Agreement.

IX. NOTIFICATION

All matters requiring the approval or consent of either party related to this Agreement shall be requested in writing and are not effective until given in writing. Parties may change the place of receiving a notice with respect to this Agreement by giving written notice at least thirty (30) days in advance of its effectivity. Notices and other communications shall be given in writing by

personal delivery, United States Postal Service mail, express delivery, facsimile, or electronic transmission addressed to the respective parties as follows:

If to Black Hawk College:

Dr. Amy Maxeiner
Vice President for Instruction
Black Hawk College
6600 34th AVE
Moline, IL 61265
Email: maxeiner@bhc.edu
Fax: 309-792-8127

With a copy to:

Cathryn Lass
Articulation Transfer Coordinator
Email: lassc@bhc.edu
Fax: 309-796-5139

-and-

Dr. Richard Bush
Dean of Career Programs
Email: bushr@bhc.edu
Fax: 309- 792-8127

If to Midwest Technical Institute:

Mary Link
Director of Educational Leadership
Midwest Technical Institute-Moline
3620 Avenue of the Cities
Moline, IL 61265
Email: Mlink@midwesttech.edu

With a copy to:

Linette Birky
VP of Education, Outcomes, and
Accreditation Compliance
Email: Lbirky@midwesttech.edu

-and-

Beth Anderson
Chief Operating Officer
Email: Banderson@midwesttech.edu

-and-

Midwest Technical Institute-East Peoria
280 High Point Lane
East Peoria, IL 61611

-and-

Midwest Technical Institute-Springfield
2731 Farmers Market Road
Springfield, IL 62707

X. SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

XI. GOVERNING LAW

This Agreement, and the rights of the Parties hereunder, shall be construed under and governed by the laws of the State of Illinois (without regard to conflict of law rules).

XII. COMPLIANCE WITH LAWS

Each party shall be separately responsible for compliance with all federal and state laws, including nondiscrimination laws and the Family Educational Rights and Privacy Act (FERPA).

XIII. NO ASSIGNMENT

Neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, except no consent is required to the surviving entity in a

merger, contribution or consolidation in which it participates or to a purchaser of all or substantially all of its assets, if requested, such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.

XIV. RELATIONSHIP OF PARTIES

The Parties intend that an independent relationship between BHC and MTI will be created by this Agreement. BHC is interested only in the results to be achieved, and MTI is not to be considered an agent or employee of BHC for any purpose and MTI is not entitled to any of the benefits that BHC provides for BHC's employees. It is understood that BHC does not agree to enter into these types of Agreements with MTI exclusively. It is further understood that MTI is free to enter into similar Agreements with other Institutions while under agreement with BHC.

XV. ENTIRE AGREEMENT

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

SIGNATURES

IN WITNESS WHEREOF, the Parties have entered this Agreement and do each hereby warrant and represent that they have all necessary and appropriate authority to execute and implement the Agreement.

For Midwest Technical Institute:

x Beth Anderson
Name Beth Anderson
Title COO

x Mary Link
Name Mary Link
Title Director of Educational Leadership

x Linette Birky
Name Linette Birky
Title VPEducation, Outcomes and Accreditation

Date: 3/25/21

For Black Hawk College:

x Amy Maxeiner
Amy Maxeiner, Ed.D., PT
Vice President for Instruction

x Richard G. Bush
Richard G. Bush, Ph. D.
Dean of Career Programs

x Marcella Davis
Marcella Davis, M.S.N.
Co-Chair, Department of Health and Human Services

Date: 4/26/2021

APPENDIX A

ICCB Approval of MTI Transfer of Credits to Illinois Community Colleges

Career and Workforce Transition Act Approvals

With the implementation of the Career and Workforce Transition Act, the Illinois Community College Board (ICCB) is mandated to review and approve Private Business and Vocational Schools as institutions from which credits in specified program areas may be accepted for transfer by Illinois Community Colleges, in accordance with the law.

The Illinois Community College Board hereby approves the following Private Business and Vocational School as an institution from which credits may be transferred in the stated program areas to an Illinois Community College in accordance with the Career and Workforce Transition Act Section 10 and Section 20:

Midwest Technical Institute (East Peoria, Moline, and Springfield, IL campuses)

- Dental Assisting Certificate (26.5 credit hours)
- Heating, Ventilation, Air Conditioning, and Refrigeration Certificate (28 credit hours)
- Journeyman Welder Certificate (27 credit hours)
- Journeyman Welder II Certificate (36 credit hours)
- Medical Assisting Certificate (26.5 credit hours)
- Medical Coding Certificate (28 credit hours)
- Pharmacy Technician Certificate (26.5 credit hours)

Source: October 2, 2018 https://www.iccb.org/iccb/wp-content/pdfs/minutes/2018/2018-10-02_Board_Meeting_Minutes.pdf

APPENDIX B

Associate in Applied Science Degree Programs (BHC Catalog 2020-2021)

Program credits accepted from Midwest Technical Institute

Applicable to Black Hawk College Degree

Medical Assisting Certificate
transfer up to 26.5 semester credits

Associate in Applied Science (AAS) in
Health Information Management *

Medical Coding Certificate
transfer up to 28.0 semester credits

Associate in Applied Science (AAS) in
Health Information Management *

*Health Information Management AAS: For transfer of credit into the HIM AAS degree, the student must have graduated with MTI's Medical Assisting Certificate or Medical Coding Certificate, and must have earned grades of 'C' or better in all transferring courses. BHC can require review of MTI course syllabi before awarding credit for any courses taken prior to October 2, 2018.