### **Articulation Agreement**

Between Oakland University Bachelor of Science in Business Administration- All Majors and Macomb Community College Associate in Business Administration- General Business

## Effective August 1, 2018- July 31, 2021

Oakland University, a Michigan constitutional body corporate and institution of higher education located in Rochester, Michigan ("OU") and Macomb Community College, a Michigan institution of higher education located in Warren, Michigan ("MCC") enter into this Articulation Agreement ("Agreement") as of the date of the last signature below.

WHEREAS, OU and MCC recognize the benefits of cooperation regarding their respective educational programs; and

WHEREAS, OU and MCC desire to create an agreement to create a program (the "Program") that will allow students to obtain a Bachelor of Science in Business Administration- All Majors (SBA) degree from OU upon successful completion of coursework in the Associate in Business Administration- General Business (ABA) at MCC in accordance with the curriculum guide attached as **Exhibit 1** and incorporated herein by reference, and OU's Bachelor of Science in Business Administration- All Majors (SBA) program.

THEREFORE, the parties agree as follows:

- Program Requirements. MCC students interested in participating in the Program must:
  - a. Complete the required coursework at MCC, as specified in the curriculum guide attached as Exhibit 1, and
  - b. Apply to, and be admitted by, OU. In addition, where applicable, students must apply to, and be admitted by OU, into the SBA major. Applicants from MCC will be considered for admission to OU based upon OU's criteria for undergraduate admission as such criteria is revised from time-to-time; completion of coursework at MCC, including without limitation completion of the coursework specified in the curriculum guide attached as Exhibit 1, does not guarantee admission to OU or to any particular major.
- OU's SBA Requirements. Students enrolled in OU's SBA program pursuant to this Agreement must:
  - Satisfy all of OU's requirements for progression, retention and graduation for the SBA as stated in the applicable OU catalogue(s) when the student is admitted to OU; and

- b. Comply with OU's academic, conduct and other requirements, policies, codes, ordinances and regulations while attending OU.
- Transfer of Credits. OU will accept a transfer of up to eighty-two (82) credits for MCC courses identified in the curriculum guide in which a student earned a grade of 2.0 or better and those credits will be indicated on the student's OU transcript. If any of those 82 credits were awarded by an institution other than MCC, then the awarding institution must have been regionally accredited when the credits were awarded. OU will not accept the transfer of credits for a MCC course if the student re-takes the equivalent course at OU. If a student in the Program subsequently transfers out of OU's SBA program, then all of the student's transfer credits will be re-evaluated -- and may be denied -- based upon OU's transfer policies in effect at that time.
- Grade Point Average. A student's grade point average for the SBA degree will be the grade point average earned in courses taken at OU.
- 5. <u>Communication</u>. OU and MCC agree to cooperate in communicating with each other and with their common and respective audiences concerning the established relationship between the two institutions. OU and MCC further agree to communicate curriculum changes which may affect the articulated programs at the respective institutions.
- 6. <u>Marketing</u>. Each institution will be responsible for marketing the Program to their respective student and/or faculty populations. Each party may provide a link on its website to the other institution's website.
- 7. <u>Student Information</u>. To the extent permitted by law, OU may provide aggregate, non-personally identifiable, student performance information annually and upon request to MCC. Notwithstanding the foregoing, both OU and MCC will comply with the Family Rights and Privacy Act and its implementing regulations.
- 8. Tem. The term of this Agreement will commence on August 1, 2018 and will expire on July 31, 2021, unless terminated earlier as provided in this Agreement. Either institution may terminate this Agreement at any time and without cause upon one hundred eighty (180) calendar days prior written notice. In addition, either institution may terminate this Agreement at any time upon ten (10) days' prior notice ("Notice Period") if the other institution breaches this Agreement and fails to cure the breach to the non-breaching institution's reasonable satisfaction within the Notice Period. All students participating in the Program as of the date that this Agreement is terminated will be allowed to complete the Program under the terms of this Agreement but only if those students apply to and are admitted by OU within three (3) years of the date that this Agreement is terminated.
- Accreditation. Both institutions will maintain their respective regional accreditation during the term of this Agreement and each institution will notify the

other immediately if their regional accreditation is revoked, suspended or limited for any reason. If either party's accreditation revoked, suspended or limited, the other party may terminate this Agreement immediately and the parties will, to the extent practicable, cooperate to accommodate students in the Program at the time at the institution that remains properly accredited.

- 10. Oversight. Representatives from each institution will meet regularly to review the Program, the Curriculum Guide and the terms of this Agreement.
- 11. <u>Notices</u>. All notices and other communications provided for here under must be in writing and must be mailed by first class, registered or certified mail, postage paid, or delivered personally, by overnight delivery service, by facsimile, or by electronic transmission with confirmation of receipt, addressed as follows:

If to Oakland University:

Office of the Provost
Oakland University
371 Wilson Boulevard, Room 205
Rochester, Michigan 48309

With a copy to:

Office of Legal Affairs
Oakland University
371 Wilson Boulevard, Room 203
Rochester, Michigan 48309

If to Macomb Community College:

Dean of University Relations University Center 44575 Garfield Rd Clinton Township, MI 48094

Either institution may, by like notice, specify or change an address to which notices and communications must thereafter be sent.

12. Indemnity. OU and MCC will defend, indemnify, and hold each other, and the other institution's trustees, officers, employees, students, volunteers, agents, representatives and designees, in both their official and personal capacities, harmless from and against any and all claims, demands, suits, damages, judgments, liabilities, losses and expenses including without limitation property damage, personal or bodily injury to or death of any person, and reasonable attorneys' fees and expenses of litigation, to which one institution may become subject actually or allegedly arising out of or relating to: (a) any failure of the indemnifying institution to observe or perform any of the covenants, conditions,

- agreements or obligations observed or performed pursuant to this Agreement; and (b) any gross negligence or willful misconduct of the indemnifying institution. This provision will survive termination or expiration of this Agreement.
- Miscellaneous. Neither institution may assign this Agreement without the other 13. institution's prior written consent. The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision. A waiver by either institution of any provision or breach of this Agreement will not waive any other provision or breach, nor will the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise. Except for indemnity and hold harmless obligations arising out of third party claims, neither institution will be liable to the other for, and the parties hereby release each other from, any liability for special, incidental, punitive and/or consequential damages of any kind, nature or description, including without limitation lost revenues or profits, even if either institution had knowledge of the possibility of such potential loss or damage Neither institution will be liable for any losses or damages of any kind, nature or description caused by fire, water, accident, weather, riot, strike, act of God, acts of terrorism or any other cause beyond that institution's control. The captions or headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any term, clause, provision or paragraph. This Agreement and the recitals contain the entire agreement between the parties, and will be binding upon the parties and their respective successors and assigns. amendment to this Agreement will be effective unless it is in writing and signed by both parties' authorized representatives. This Agreement is for the sole and exclusive benefit of the parties, and neither institution intends to create a benefit in favor of any other person, entity or third party including, without limitation, any patient, student, parent, guardian or current or prospective student employer. In the performance of their respective duties and obligations under this Agreement, the parties are each independent contractors and neither is a partner, joint venturer, employee or servant of the other, and each is responsible only for its own conduct.
- 14. Applicable Law. Michigan law, including without limitation the Michigan Persons with Disabilities Civil Rights Act, the Michigan Elliott-Larsen Civil Rights Act and the Michigan Governmental Tort Liability Act ("Act"), all as may be amended from time to time, including the provision that illegal discrimination by the either institution may be considered a material breach of this Agreement, will govern the validity, construction and performance of this Agreement. Michigan will be the forum for any legal or equitable proceedings in connection with this Agreement. Notwithstanding anything contained in this Agreement to the contrary, whether express or implied, no provision of this Agreement waives OU's or MCC's rights under the Act or effectively creates any direct or indirect liability for OU or MCC otherwise prohibited by the Act.
- 15. <u>Counterparts</u>. This Agreement may be executed in several counterparts, all of which taken together will constitute one single Agreement between the parties.

Oakland University:	Macomb Community College:
Ja Jest	Wy Tamasa
James Lentini, DMA	William Tammone, Ph.D.
Senior Vice President for Academic Affairs	Provost and Vice President for the
ahd/Provost	Learning Unit
Dated: 8/23/11	Dated: 8/23/18
Allema	Darl Elah
Michael Mazezzo, Ph.D.	David E. Corba
Dean, School of Business Administration	Dean of Business and Information
·	Technology
Dated: 8/23/18	Dated: 8-23-18

8-15-18

## Exhibit 1

Below are a list of steps to follow when completing this agreement:

Complete degree requirements per Macomb's General Business Associate degree. For
maximum transferability please follow the outline listed below as elective options have
been chosen to best suit OU's program. The semester outline is based off of Macomb's
General Business ABA along with suggestions from OU's SBA academic advisers.

Same aston A
Semester 4
ENGL 1190/1220- 3-4 ch
ACCT 1090- 4 ch
MTA Approved Humanities- 3-4 ch
MATH 1360 or 1465- 4 or 5 ch
Total Semester Credit Hours 14-17
Semester 5
MATH 1370 or 1760- 4 ch
MTA Approved Science- 4 ch
ECON 1160-3 ch
BLAW 1090- 4 ch
Total Semester Credit Hours- 15
Semester 6
MTA Approved Science- 4 ch
MATH 1340- 4 ch
ECON 1170- 3 ch
Total Semester Credit Hours- 11
Grand Total- 80-86 credit hours

2. At Oakland complete remaining Pre-Core and Core Requirements

Pre-Core
QMM 2410
Core
ECN 3030
ORG 3300
MKT 3020
ORG 3310
MIS 3000
POM 3430
FIN 3220
MGT 4350

- 3. At Oakland complete one of the majors listed below:
  - a. Accounting: ACC 3100, 3110, 3180, 3200 + 4 (3000 or 4000 level) ACC elective courses
  - b. Economics: ECN 3020, 3040, 4050 + 4 (3000 or 4000 level) ECN elective courses
  - c. Finance: ACC 3010, FIN 3600, 3680, 3720 + 3 (3000 or 4000 level) FIN elective courses
  - d. General Management: ORG 4310 + 11 credits of (3000 or 4000 level) electives chosen with an academic adviser to best maximize a student's interests. Six credits must be at the 4000 level.
  - e. HR Management: ORG 4300, 4340, 4600 + 2 (3000 or 4000 level) ORG elective courses
  - f. Management Information Systems: MIS 3050, 3140, 4050, 4606 + 3 (3000 or 4000 level) MIS elective courses
  - g. Marketing: MKT 4040, 4050, 4530 + 3 (3000 or 4000 level) MKT elective courses
  - h. Operations Management: Six (3000 or 4000 level) elective courses or choose one of three prescribed specialties of six courses
- 4. ACHIEVE is a career and professional development program designed to help students transition to full-time employment after graduation. Students will complete three zero credit courses at Oakland University.
- Once at Oakland University it is best to meet with an Academic Adviser to develop an individualized plan for completing the bachelor degree.
- Additional credits required for OU degree are 46-55 depending on which major is chosen.

#### ARTICULATION ADDENDUM

# OAKLAND UNIVERSITY AND MACOMB COMMUNITY COLLEGE

Addendum to the articulation addendum originally developed and signed in August 2018 for:

Macomb Community College's Associate of Business Administration – General Business with Oakland University's Bachelor of Science in Business Administration – All Majors.

Effective Fall 2019, Oakland University's Bachelor of Science in Business Administration credit hour requirement will decrease to 124. As a result of this change the required credits to be completed after transfer to Oakland University will be modified from 46-55 credit hours (Exhibit 1) to 42-51 credit hours.

This cooperative arrangement will become effective with the start of the Fall 2019 semester and will be subject to review for continuance after a period of three years from the original signature date (2021).

It is hereby resolved that Oakland University and Macomb Community College will continue this partnership and responsibility of the oversights rests with the Office of Articulation and Transfer at Macomb and the Office of Transfer Articulation at Oakland University.

For Macomb Community College:
Litatin-Solweder
Kristin Schroeder
Manager of Articulation and Transfer
Macomb, Community College
Date: 4/26/19
For Oakland University
Matt Zelg, MA, LPG
Transfer Articulation Coordinator
Oakland University Date: リノンタ / 19