

Articulation Agreement
Between Oakland University and Macomb Community College
For a Bachelor's of Science in Exercise Science

Effective September 1, 2019 – August 31, 2022

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 Bachelors of Science in Exercise Science degree from OU upon successful completion of coursework in Exercise Science, Associate of Applied Science (EXSAAS) at MCC in accordance with the curriculum guide attached as **Exhibit 1** and incorporated herein by reference, and OU's Bachelor of Science in Exercise Science (EXSBS) program.

THEREFORE, the parties agree as follows:

1. 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 EXSBS 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.
2. OU's EXSBS Requirements. Students enrolled in OU's EXSBS program pursuant to this Agreement must:
 - a. Satisfy all of OU's requirements for progression, retention and graduation for the EXSBS program 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.

3. Transfer of Credits. OU will accept a transfer of up to 84 credits for MCC courses identified in the curriculum guide in which a student earned a grade of 2.0 (numerical grading system) or C- (alpha grading system) or better and those credits will be indicated on the student's OU transcript. This grade requirement only applies to the minimum grade required to transfer the credits to OU. Program and major grade requirements may differ from these minimum transfer requirements. If any of those 84 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 EXSBS 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.
4. Grade Point Average. A student's grade point average for the EXSBS degree will be the grade point average earned in courses taken at OU.
5. Communication. 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. Marketing. 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. Student Information. To the extent permitted by law, OU may provide aggregate, non-personally identifiable, student performance information to 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. Term. The term of this Agreement will commence on **September 1, 2019** and will expire on **August 31, 2022** 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 day's 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.
9. 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. Notices. All notices and other communications provided for hereunder 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 48038

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,

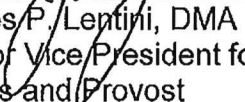
agreements or obligations observed or performed pursuant to this Agreement; and (b) any gross negligence or willful misconduct of the indemnifying institution. This provision will survive termination or expiration of this Agreement.

13. Miscellaneous. Neither institution may assign this Agreement without the other 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. No 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 student, parent, guardian or other third party. 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 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. Counterparts. This Agreement may be executed in several counterparts, all of which taken together will constitute one single Agreement between the parties.

Oakland University:


James P. Lentini, DMA
Senior Vice President for Academic
Affairs and Provost

Dated: 9/23/19

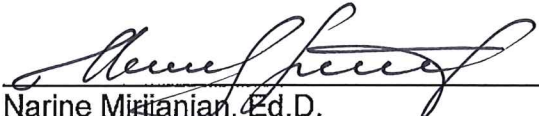

Kevin Ball, Ph.D.
Dean of School of Health Science

Dated: 9/24/19

Macomb Community College:


Donald Ritzenhein, Ph.D.
Provost and Vice President,
Learning Unit

Dated: 10/15/19


Narine Mirjanian, Ed.D.
Dean, Health and Public Services

Dated: 10/8/2019

OU
Legal
BCF
9.17.19

Exhibit 1

1. Complete degree requirements per Macomb's Exercise Science Associate of Applied Science degree (EXSAAS). For maximum transferability and efficiency please follow the outline listed below as elective options have been chosen to best suit OU's program.

Semester 1	Semester 4
ENGL 1210- 3 credit hours (ch)	PSYC 1010- 4 ch
BIOL 1000- 4 ch	MTA Approved Humanities- 3 ch
WHES 2022- 3 ch	MTA Approved Humanities- 3 ch
WHES 2032- 3 ch	WHES 2065- 3 ch
WHES 2042- 2 ch	WHES 2090- 3ch
Total Semester Credits Hours 15	Total Semester Credit Hours- 16
Semester 2	Semester 5
ENGL 1220- 3 ch	CHEM 1170- 4 ch
MATH 1000- 4 ch	MATH 1340- 4 ch
WHES 2070 or 2076- 3 ch	PHYS 1180- 4 ch
WHES 2015 or 2016- 3 ch	
WHES 2085- 2 ch	
Total Semester Credit Hours- 15	Total Semester Credit Hours- 12
Semester 3	Semester 6
BIOL 2710- 6 ch	MATH 1465- 5 ch
SOCY 1010- 4 ch	General Elective- 5 ch
WHES 2081- 3 ch	
WHES 2083- 3 ch	Total Semester Credit Hours- 10
Total Semester Credit Hours 16	Grand Total- 84 credit hours

2. Work with a School of Health Sciences academic adviser to develop an individualized plan to meet EXSBS major requirements and OU requirements for graduation. 40 credits remain to complete the degree.
3. Complete the Following Requirements
 - a. HS 2000
 - b. PSY 2500
 - c. EXS 3030
 - d. EXS 4030
 - e. EXS 4715
 - f. EXS 4960 or 4995
 - g. Remaining credits must be at the 3000/4000 level to meet University Graduation Requirements. 6 credits must be in EXS.