

3 + 1 Articulation Agreement  
Between Oakland University and Oakland Community College  
For a Bachelor of Science in Nursing

Effective November 1, 2018- October 31, 2023

Oakland University, a Michigan constitutional body corporate and institution of higher education located in Rochester, Michigan ("OU") and Oakland Community College, a Michigan institution of higher education located at multiple locations throughout Oakland County, Michigan ("OCC") enter into this Articulation Agreement ("Agreement") as of the date of the last signature below.

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

WHEREAS, OU and OCC desire to create an agreement to create a program (the "Program") that will allow students to obtain a Bachelor of Science in Nursing degree from OU upon successful completion of coursework in the Associate in Applied Science- Nursing (ADN) at OCC in accordance with the curriculum guide attached as **Exhibit 1** and incorporated herein by reference, and OU's Bachelor of Science in Nursing (BSN) program.

THEREFORE, the parties agree as follows:

1. Program Requirements. OCC students interested in participating in the Program must:
  - a. Complete the required coursework at OCC, 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 BSN major. Applicants from OCC 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 OCC, 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.
  - c. Under this agreement, graduates of OCC will receive equal consideration with other students seeking admission to the agreed-upon program. When program growth results in space limitations, provisions will be made to reserve space for OCC students planning entry into this program in accordance with recommended application deadlines.
2. OU's BSN Requirements. Students enrolled in OU's BSN program pursuant to this Agreement must:

- a. Satisfy all of OU's requirements for progression, retention and graduation for the BSN 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 ninety-three (93) credits for OCC 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 93 credits were awarded by an institution other than OCC, then the awarding institution must have been regionally accredited when the credits were awarded. OU will not accept the transfer of credits for a OCC course if the student re-takes the equivalent course at OU. If a student in the Program subsequently transfers out of OU's BSN 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 BSN degree will be the grade point average earned in courses taken at OU.
5. Communication. OU and OCC 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 OCC further agree to communicate with each other 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 annually and upon request to OCC. Notwithstanding the foregoing, both OU and OCC will comply with the Family Rights and Privacy Act and its implementing regulations.
8. Term. The term of this Agreement will commence on **November 1, 2018** and will expire on **October 31, 2023**, 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 termination date will be allowed to complete the Program under the terms of this Agreement.

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 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 Oakland Community College:

Executive Director of Institutional Effectiveness  
Oakland Community College- MTEC Building  
2900 Featherstone Rd  
Auburn Hills, MI 48326

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

12. Indemnity. OU and OCC 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.

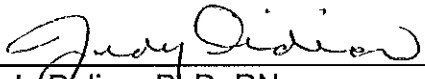
13. Miscellaneous. Neither institution may assign this Agreement without the other institution's prior written consent. The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision. A waiver by either 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 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 OCC's rights under the Act or effectively creates any direct or indirect liability for the OU or OCC 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 Lentini, DMA  
Provost and Senior Vice President for  
Academic Affairs


Dated: 11-1-18

OU  
Legal  
2/1  
10-16-18


  
Judy Didion, PhD, RN  
Dean of Nursing

Dated: 11-1-18

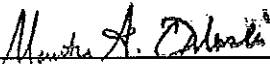
Oakland Community College:

  
M. Cathy Maze, Ph. D.  
Vice Chancellor for Academic Affairs


Dated: 11/01/18

  
Dr. Rosalind Woodson, DNP, MSN, MBA  
Dean of Nursing and Health Professions

Dated: 11/1/18

  
Martin A. Orlowski, M.A.  
Executive Director of Institutional  
Effectiveness

Dated: 10/25/18

  
Stephen M. Linden, M.B.A.  
Registrar

Dated: 11/1/18

## Exhibit 1

**Credits completed at Oakland Community College before transfer**      **93 credits**

**Complete:**

- **Associate Degree in Nursing**
- **MTA endorsement (must include ENG 1520 Composition II)**
- **PSY 2740 Human Development Across the Lifespan**
- **Pass the NCLEX-RN**

**Classes taken at Oakland University**      **32 credits**

**Professional Sequence**

**NRS 3022    Nursing Informatics**  
**NRS 3511    Transition to Baccalaureate Nursing Education**  
**NRS 3531    Health Promotion in the Community**  
**NRS 3071    Research Basis of Nursing Practice**  
**NRS 3541    Nursing Leadership and Health Care Issues**  
**NRS 4551    Nursing Care of Populations with Health Disparities**  
**NRS 4561    Community Nursing**  
**NRS 4571    Nursing Synthesis**  
**NRS 4585    Nursing Capstone Experience**

**Notes:**

- Students must have a minimum cumulative grade point average of 2.5 in the Associate Degree Nursing program to transfer to OU
- Students must apply and be admitted to the OU School of Nursing
- Students must successfully pass the National Council Licensure Examination for Registered Nurses (NCLEX-RN prior to taking courses in the BSN degree completion sequence and possess an unrestricted nursing license
- Students who do not satisfy the MACRAO/MTA agreement at OCC will need to consult with a SON academic adviser to determine the courses needed to complete the OU General Education requirements. Students will need to take PSY 2740 to complete OU's Knowledge Applications category whether completing MTA/MACRAO or individual General Education categories at OU.
- Submit transcripts to OU. Then 63 credits will be awarded for completion of ADN, OU General Education requirements, and PSY 2740.
- An additional 30 credits will be awarded for successful passing of the NCLEX-RN for a total of 93 credits. OU will verify successful completion N-CLEX-RN.
- For further information, contact the School of Nursing Advising Office at (248) 370-4253.