# INSTITUTIONAL ARTICULATION AGREEMENT between HENRY FORD COLLEGE and OLIVET COLLEGE

#### Article I Agreement on Principles

This Articulation Agreement is made on June 1, 2021, between Olivet College (OC) and Henry Ford College (HFC) (collectively, the "Parties"). The Parties wish to facilitate the transitioning for nursing students transferring from OC to HFC and from HFC to OC. Therefore, the Parties agree to enter into an Institutional Articulation Agreement (Agreement) to assist students who want transfer with a smooth curriculum transition that minimizes loss of credit and duplication of coursework.

#### Article II Agreement on Program Integrity

The Parties enter into this Agreement as cooperating, equal partners who shall maintain the integrity of their separate programs. Both Parties will maintain their accreditation by the Higher Learning Commission and professional nursing accrediting agency. Let it be known, upon the time of this articulation, it is understood that OC has received accreditation through the Commission on Collegiate Nursing Education (CCNE). HFC has received accreditation through the Accreditation Commission for Education in Nursing (ACEN). If accreditation is lost or becomes jeopardized, the respective Party will give written notice to the other Party within ten (10) business days of their notification.

Each institution will determine the satisfaction of its program and degree requirements. For the purpose of this Agreement, the Parties agree to accept transferrable courses from each other and from other regionally accredited institutions. Specific course requirements are set forth in **Appendix A**.

#### Article III Agreement on Program Articulation

This Agreement is designed for students who will follow an academic pathway both beginning at OC and transferring to HFC's nursing program or beginning at HFC and transferring to OC's RN-BSN program. Students must also meet all other standard admission, curriculum, and graduation requirements of HFC and OC as described in the academic catalog for each institution.

#### Article IV Agreement on Student Advisement and Tracking

OC and HFC have joint responsibility to advise students who follow an articulated academic pathway between the colleges, including advising on admission requirements. Each Party agrees to track the progress and success of articulation participants.

#### Article V Agreement on Financial Aid

There is no financial aid arrangement as part of this Agreement. Program needs requiring coordination of financial aid require an addendum to be developed between the financial aid offices of the Parties.

#### Article VI Agreement on Communication

The Parties agree to cooperate in communicating with each other and with their common and respective publics concerning the established relationship between the two institutions and for the purpose of monitoring and enhancing student academic success. Communication may include the development of various kinds of publications to inform those who might benefit personally or professionally from the opportunities provided through this Agreement. Faculty and staff at both institutions will share the information in this Agreement with interested and qualified students, and both institutions will provide counseling and advising to students and prospective students.

Any marketing of this Agreement is subject to the prior approval of both Parties and must comply with Higher Learning Commission and nursing accrediting agencies' requirements. Each institution will assume responsibility for appropriate marketing to reach their respective student and faculty populations.

The Parties will abide by confidentiality requirements set forth in the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. § 99.1 et seq., and other applicable laws. HFC and OC will share data on student achievement to assess program effectiveness.

#### Article VII Maintenance and Review Procedures

Responsibility for oversight of this Agreement rests with the signatories of the Agreement. Both Parties agree to communicate annually any changes in their respective program that may affect this Agreement. These changes should be communicated in writing within ten (10) business days, with all changes communicated by May of each calendar year to the respective signatories. This will allow each Party to update its website, promotional materials, and academic catalog for the coming year accordingly. Each institution retains control over its curriculum, course requirements, program requirements and degree requirements. Each institution will notify the other in writing of any curricular changes that would affect courses that could affect the terms of this Agreement.

### Article VIII Agreement Regarding Independent Relationship

In the performance of their respective duties and obligations under this Agreement, each Party is an independent contractor, neither is the agent, employee, or servant of the other, and each is responsible only for its own conduct. Each institution is solely responsible for the development and design of its own curriculum. Changes on the part of either Party may necessitate review of this document.

#### Article IX Notice Provisions

The designated representatives of each Party are listed below. All business documents, notices, questions, problems, administrative matters, and communication regarding this Agreement shall be directed to:

Olivet College:

Maria Davis, Ph.D. Provost Olivet College 320 S. Main Street Olivet, MI 49076 mdavis@olivetcollege.edu

Henry Ford College:

Brandon Nowak Articulation Agreement Manager Henry Ford College 5101 Evergreen Road Dearborn, MI 48128 bnowak1@hfcc.edu

#### Article X Agreement Not to Discriminate

Each institution is an equal opportunity educator and employer and does not discriminate on the basis of national or ethnic origin, ethnicity, race, ancestry, color, sex (sex or gender, affiliation, expression or orientation), marital/family status, age, physical or mental ability, perceived disability, or attributes, genetic information, political affiliation, veteran's status, religion, or any other characteristic covered by law in its admission policy, educational programs, activities, or employment policies.

The Parties agree that they will provide appropriate accommodations and services for all individuals with disabilities who are protected by the Americans with Disabilities Act and make sure their programs are also accessible and comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and in particular, the provision that illegal discrimination by either party may be considered a material breach of this Agreement.

#### Article XI Entire Agreement

This Agreement is specific to the academic pathways for an Associate of Applied Science in Nursing degree at Henry Ford College and a pathway to a Bachelor of Science in Nursing degree from Olivet College following a student's completion of an Associate of Applied Science in Nursing degree at Henry Ford College.

**Counterparts**. This Agreement may be executed in counterparts which, when combined, shall constitute the entire agreement.

#### Article XII Amendment, Modifications, or Termination

No amendment or modification to this Agreement, including any modification or amendment of this paragraph, shall be effective unless the same is in writing and signed by all Parties or their successors. This Agreement will be effective immediately upon authorized signature by each Party and shall remain in effect for five (5) years.

Either Party may terminate this Agreement at any time with no less than sixty (60) days' written notice. In the event that this Agreement is terminated, the Parties shall cooperate to assist currently enrolled students with completing their program of study.

**Force Majeure Event**. Neither HFC nor OC shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the Party ("Force Majeure Event"). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the Party shall: (a) as soon as practicable notify the other Party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) calendar days following notice by the delaying Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice.

#### Article XIII Miscellaneous Provisions

**Disputes.** The Parties agree to attempt best efforts to resolve disputes on an informal basis through meetings and discussions. Disputes that are not resolved at the informal level will be submitted to facilitation. If facilitation is unsuccessful, the Parties shall submit their dispute to binding arbitration in lieu of litigation and waive the right to file suit against the other. The arbitration shall be conducted in Dearborn, Michigan by a mutually acceptable arbitrator who shall determine which Party(ies) shall be responsible for paying the arbitrator's fee.

**Invalid Parts.** If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such

remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

**Enforcement and Governing Law**. All matters relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the United States of America, State of Michigan, without regard to the principle of conflict of laws.

**Indemnification.** Statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, actions, causes of action, costs, expenses and losses (including attorneys' fees) resulting from or caused by the actions or omissions of the parties or their employees pursuant to this Agreement.

#### Signatures

**Olivet College** 

Maria J. Davis 6/25/2021

Maria Davis, Ph.D. Provost

**Henry Ford College** 

ussell a Kavalluna 09/28/2021

Russell Kavalhuna, J.D. President

Michael Nealon, Ph.D. Vice President of Academic Affairs

# Appendix A

#### Table 1

# Olivet College Courses Accepted in Transfer to Henry Ford College for Students Intending to Enroll in the HFC Associate of Applied Science in Nursing Program

Olivet College Course	# of Credits	HFC General Education Requirement Fulfilled and/or Specific Course Equivalent re Nursing Program Admission
WRT 111 Academic Writing	3	<b>Category 1:</b> Satisfies Category One: 1 course in English Composition <b>Nursing Program Admission:</b> Fulfills the Nursing Program admission requirement, with equivalency to the following: ENG-131: Introduction to College Writing
One of the following courses: MPC 203 Public Speaking WRT 112 Writing and Research	3	<b>Category 2:</b> Satisfies Category Two: 1 course in English Composition or Communications
<ul> <li>One of the following courses:</li> <li>MTH 130 College Algebra</li> <li>MTH 232 Statistics</li> <li>MTH 150 Precalculus</li> <li>MTH 151 Calculus</li> </ul>	4	<b>Category 3:</b> Satisfies Category Three: 1 course in Mathematics <b>Nursing Program Admission:</b> Fulfills the Nursing Program admission requirement in Mathematics
PSY 201 Introduction to Psychology	3	Category 4: Satisfies 1 of 2-course requirement in Category Four: 2 courses in Social Sciences from different disciplines Nursing Program Admission: Fulfills the Nursing Program admission requirement, with equivalency to the following: PSY-131: Introductory Psychology
ENG 145 Introduction to Creative Writing	3	<b>Category 5:</b> Satisfies 1 of 2-course requirement in Category Five: 2 courses in Humanities and Fine Arts from different disciplines
<ul> <li>One of the following courses:</li> <li>SCI 102 Biological Sciences</li> <li>BIO 105 Human Biology</li> <li>BIO 111 Principles of Biology: Molecules to Cells</li> <li>BIO 112 Principles of Biology: Organisms to Ecosystems</li> <li>BIO 207 Microbiology</li> </ul>	3	<b>Category 6:</b> Satisfies 1 of 2-course requirement in Category Six: 2 courses in Natural Sciences from different disciplines with at least 1 having a lab <b>Nursing Program Admission:</b> Fulfills the Nursing Program admission requirement, with equivalency to the following: BIO-131: Introduction to Biology

Olivet College Course	# of Credits	HFC General Education Requirement Fulfilled and/or Specific Course Equivalent re Nursing Program Admission
BIO 211/213 Human Anatomy + Lab (1)	4	Nursing Program Admission: Fulfills the Nursing Program admission requirement, with equivalency to the following: BIO 233 Anatomy and Physiology I w/Lab (Natural Sciences)
BIO 211/214 Physiology + Lab (1)	4	Nursing Program Completion: Fulfills the Nursing Program degree requirement, with equivalency to the following: BIO 234 Anatomy and Physiology II w/Lab (Natural Sciences)
CS 110 Computer Information Systems	3	<b>Computer Technology:</b> Satisfies 1-course Computer Technology requirement <b>Nursing Program Admission:</b> Fulfills the Nursing Program admission requirement in Computer Technology
Total Credits Listed Above	30	

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<sup>1</sup>Graduation with the ADN degree at HFC requires the completion of a minimum of 65 credits, and a minimum of 20 semester hours of credit must be completed at HFC. The Nursing degree program consists of 44 credit hours of courses. As part of this Agreement, HFC agrees to accept up to 30 credits in transfer from OC as described above.

# Table 2 Henry Ford College Courses Accepted in Transfer to RN-BSN Degree Completion Program at Olivet College

HFC Course	# of Credits	OC Course Equivalent
NSG 101 Beginning Health and Physical Assessment	2	Nursing Program – General Academic Credit
NSG 115 Pharmacology for Nursing Practice I	2	Nursing Program – General Academic Credit
NSG 117 Medical-Surgical Nursing I	6	Nursing Program – General Academic Credit
NSG 118 Pharmacology for Nursing Practice II	1	Nursing Program – General Academic Credit
NSG 119 Medical-Surgical Nursing II	6	Nursing Program – General Academic Credit
NSG 121 Psychiatric Mental Health Nursing	4	Nursing Program – General Academic Credit
NSG 201 Pharmacology for Nursing Practice III	1	Nursing Program – General Academic Credit
NSG 202 Medical-Surgical Nursing III	6	Nursing Program – General Academic Credit
NSG 206 Pharmacology for Nursing Practice IV	1	Nursing Program – General Academic Credit
NSG 207 Pediatric Nursing	4	Nursing Program – General Academic Credit
NSG 208 Women's Health and Maternity Care	4	Nursing Program – General Academic Credit
NSG 209 Medical Surgical Nursing IV	6	Nursing Program – General Academic Credit
NSG 212 Professional Transitions	1	Nursing Program – General Academic Credit
Total Credits Listed Above	44	

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<sup>2</sup>Graduation with the BSN degree at OC requires the completion of 120 credits, and a minimum of 30 credits must be completed at OC. As part of this Agreement, OC agrees to accept up to 90 credits in transfer from HFC for students completing the BSN degree program.