

**3 + 1 Articulation Agreement  
Between Oakland University and Henry Ford College  
For a Bachelor's of Science in Nursing**

**Effective April 1, 2019- March 31, 2024**

Oakland University, a Michigan constitutional body corporate and institution of higher education located in Rochester, Michigan ("OU") and Henry Ford College, a Michigan institution of higher education located in Dearborn, Michigan ("HFC"), collectively the "Parties", enter into this Articulation Agreement ("Agreement") as of the date of the last signature below.

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

WHEREAS, OU and HFC desire to create an agreement to create a program (the "Program") that will allow students to obtain a Bachelor's of Science in Nursing degree from OU upon successful completion of coursework in the Associate in Applied Science- Nursing (ADN) at HFC 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. HFC students interested in participating in the Program must:
  - a. Complete the required coursework at HFC, 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 HFC 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 HFC, 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 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 HFC 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 HFC, then the awarding institution must have been regionally accredited when the credits were awarded. OU will not accept the transfer of credits for a HFC 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 HFC 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 HFC 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 HFC. Notwithstanding the foregoing, both OU and HFC will comply with the Family Rights and Privacy Act and its implementing regulations.
8. Term. The term of this Agreement will commence on **April 1, 2019** and will expire on **March 31, 2024**, 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 thirty (30) 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, but only if those students apply to and are admitted by OU within 3 years of the date 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 is 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.
10. Oversight. Representatives from each institution will meet annually to review the Program, the Curriculum Guide and the terms of this Agreement. Both Parties reserve the right to amend or revise by mutual written consent this Agreement or to change curriculum, whenever feasible
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 Henry Ford College:**

Cristina Amelia Bailey, M.D.M.S.  
Director of Academic Services  
5101 Evergreen Road  
Dearborn, MI 48128  
313-845-6313

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

12. Indemnity. 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. 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 supersedes all other verbal and/or written agreements, warranties, representations or understandings entered into by 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 and all other applicable state and federal laws and regulations, 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. Both Parties will also comply with the World Wide Web Consortium's Accessibility Guidelines (W3CG). 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 HFC's rights under the Act or effectively creates any direct or indirect liability for the OU or HFC otherwise prohibited by the Act.


15. Discrimination. The Parties agree that they will not discriminate against any student or participant because of race, color, age, sex/gender, sexual orientation, gender identity, gender expression, religion, national origin, height, weight, marital status, disability perceived disability, political affiliation, familial status, veteran status, genetic or other characteristic protected by law in the performance of programs and services under this Agreement, consistent with federal and state laws and with the non-discrimination policies of each Party. Neither party will discriminate against any employee or applicant for employment (with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment) because of race, color, age, sex/gender, sexual orientation, gender identity, gender expression, religion, national origin, height, weight, marital status, disability, perceived disability, political affiliation, familial status, veteran status, genetic or other characteristic protected by law.

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 that all of their programs are also accessible and comply with the Americans with Disabilities Act (ADA), Rehabilitation Act of 1973, and in particular, the provision that illegal discrimination by either party may be considered a material breach of this Agreement.

16. 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.
17. Counterparts. This Agreement may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties.

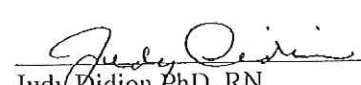
The signatories below warrant they are authorized to enter into this Agreement on behalf of their respective Parties.

Oakland University:

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

Dated:

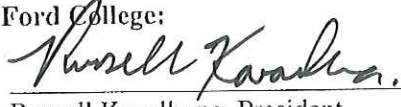
5/30/19

  
Judy Didion PhD, RN  
Dean of Nursing

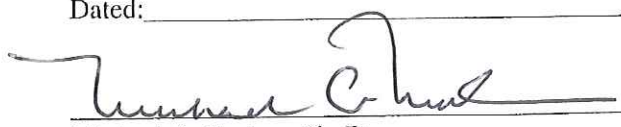
Dated:

6-11-19

CU  
Henry Ford College:

  
Russell Kavalhuna, President

Dated:

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

Dated:

8/8/19

## Exhibit 1

### RN-BSN Degree Completion Sequence

Congrats on completing your RN degree at HFC!! Let OU and HFC help you complete your BSN!!

Below are step by step Instructions for completing additional requirements at HFC before transferring to OU to finish up your last 32 credits. We recommend meeting with your HFC adviser to create an individualized transfer plan. *\*Please note steps 2 & 3 can be worked on before, during, or after RN degree.*

1. Complete Associate Degree in Nursing (ADN)
2. \*Complete Michigan Transfer Agreement (MTA) requirements
  - a. Meet with your HFC adviser to determine what is needed for MTA
  - b. Below is information to help you in your meeting with your HFC adviser

#### MICHIGAN TRANSFER AGREEMENTS:

In many cases, it is to a student's advantage to complete the MTA or MACRAO agreement when fulfilling General Education requirements. This may allow for more flexibility when creating a schedule while at your community college. When choosing to complete MTA or MACRAO, please confirm the best courses to take to fulfill the agreement with your academic advisor at HFC or MTA Approved Courses

Additional course requirements for MTA when following this major guide (minimum 30 credit hours required for MTA):

MTA Approved Math and/or Science (requirement is based on selection of Chemistry/Mathematics requirement for RN admission)

MTA Approved Humanities

MTA Approved Humanities

3. \*Take PSY 253 to fulfill OU general education category in Knowledge Applications
4. Submit transcripts to OU. Then 63 credits will be awarded for completion of ADN, OU General Education requirements, and PSY 253.
5. 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.
6. Complete 32 credits of BSN courses at OU in a year and walk away an OU graduate!!

To make an appointment with an academic adviser in the School of Nursing please e-mail [nrsinfo@oakland.edu](mailto:nrsinfo@oakland.edu) or call (248) 370-4253.