

3+1 Articulation Agreement

Oakland University Bachelor of Science in Nursing Kellogg Community College Associate of Applied Science in Nursing

Effective September 1, 2018 – August 31, 2023

Oakland University, a Michigan constitutional body corporate and institution of higher education located in Rochester, Michigan (OU) and Kellogg Community College, a Michigan institution of higher education located in Battle Creek, Michigan (KCC) enter into this Articulation Agreement (Agreement) as of the date of the last signature.

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

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

THEREFORE, the parties agree as follows:

1. **Program Requirements.** KCC students interested in participating in the Program must:
 - a. Complete the required coursework at KCC, 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 KCC will be considered for admission to OU based upon OU's criteria for undergraduate of coursework at KCC, 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 catalog(s) when the student is admitted to OU; and
 - b. Comply with OU's academic, conduct, and other requirement, policies, codes, ordinances, and regulations while attending OU.
3. **Transfer of Credits.** OU will accept a transfer of up to 93 credits for KCC 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 KCC, then the awarding institution must have been regionally accredited when the credits are awarded. OU will not accept the transfer of credits for a KCC course if the student retakes 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 KCC 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 KCC further agree to communicate curricular 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 KCC. Notwithstanding the foregoing, both OU and KCC 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, 2018 and will expire on August 31, 2023, unless terminated earlier as provided in this Agreement. Either institution may terminate this Agreement at any time and without cause upon 180 calendar days prior written notice. In addition, either institution may terminate this Agreement at any time upon 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 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 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 hereafter 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:

Oakland University

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

CC

Office of Legal Affairs
Oakland University
371 Wilson Boulevard, Room 205
Rochester, MI 48309

Kellogg Community College

Vice President of Instruction
Kellogg Community College
450 North Avenue
Battle Creek, MI 49017

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

12. **Indemnity.** OU and KCC 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 contractor, and neither is a partner, joint venturer, employee, or servant of the other, and 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 KCC's rights under the Act or effectively creates any direct or indirect liability for the OU and KCC 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.

Agreement signed: October 8, 2018

Exhibit 1

RN – BSN Degree Completion Sequence

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

Below are step-by-step instructions for completing additional requirements at KCC before transferring to OU to finish up our last 32 credits. We recommend meeting with your KCC advisor to create an individualized transfer plan.

Please note steps 2 and 3 can be worked on before, can be worked on before, during, or after the RN degree.

1. Complete Associate of Applied Science in Nursing degree (ADN).
2. Complete the Michigan Transfer Agreement (MTA) requirements.
 - a. Meet with KCC advisor to determine what is needed for MTA.
 - b. Below is information to help you in your meeting with a KCC advisor.

Michigan Transfer Agreements:

In many cases it is to a student's advantage to complete the MTA or MACRAO agreement with 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 KCC or MTA approved courses.

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

- ENGL 152
- MTA approved math
- MTA approved science
- MTA approved humanities

3. Take PSYC 220 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 PSYC 220.
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 NCLEX-RN.
6. Complete 32 credits of BSN courses at OU and walk away an OU graduate!!

To make an appointment with an academic advisor in the School of Nursing, please email nrsinfo@oakland.edu or call 248-370-4253.