

**ARTICULATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
ON BEHALF OF
THE UNIVERSITY OF MICHIGAN-FLINT
SCHOOL OF NURSING
AND
LAKE MICHIGAN COLLEGE**

This Articulation Agreement (“Agreement”) is made by and between the Regents of the University of Michigan, a Michigan Constitutional corporation, on behalf of the University of Michigan-Flint School of Nursing (“UM-Flint”), located in Flint, Michigan, and Lake Michigan College (“College”), located in Benton Harbor, MI to provide an easy transition for College students transferring to the University of Michigan-Flint.

GOALS

Through this Agreement, the parties will endeavor to:

- Encourage College students to apply to and, if admitted, enroll in UM-Flint.
- Assist College transfer students in their transfer from College to UM-Flint.
- Expand the academic cooperation between the UM-Flint and College through mutual dialogue and interaction.
- Increase retention of College transfer students through enhanced advisement and closely articulated academic coursework.
- Promote College student academic preparation and transfer planning.
- Support and promote the value and benefits of community college transfer to obtain a Bachelor’s, or higher, academic degree.

**ARTICLE I
MUTUAL COMMITMENTS OF PARTIES**

UM-Flint and College agree:

- A. UM-Flint and College will maintain the integrity of their separate academic programs and enter into this Agreement as cooperating institutions. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.
- B. Students who successfully complete the course requirements as delineated in this Agreement may transfer applicable general education and major courses earned at College toward a Bachelor’s degree at UM-Flint. UM-Flint reserves the right to require College students to complete standard admission forms/applications and provide any other necessary documents deemed necessary by UM-Flint. This Agreement does not guarantee College students acceptance into UM-Flint. College students will be considered for admission on an equal basis with all other applicants to UM-Flint, provided that they meet the prerequisites and requirements for admission to UM-Flint. UM-Flint reserves the right of final approval on the admission of a College student.
- C. Marketing of the articulation program established under this Agreement will be subject to the prior approval of both parties. Each party will assume responsibility for appropriate marketing to communicate information about this Agreement to their respective student and faculty population. Each party agrees it will not use the other party’s name(s), mark(s), or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, whether written, oral, or otherwise without the prior written consent of the other party. Prior written consent will not be required for use of the other party’s name in the context of factual or descriptive statements regarding the subject matter of this Agreement.

- D. To the extent permitted by applicable law, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. § 99.1 et seq., College and UM-Flint will share data on student achievement to assess program effectiveness.
- E. College may provide a web link to UM-Flint's web site and UM-Flint may provide a web link to College's website.

ARTICLE II
ACADEMIC REQUIREMENTS

- A. College students who transfer to UM-Flint under this Agreement must meet the graduation requirements for the applicable program, as set forth in the UM-Flint catalog in use at the time of their transfer. College students are required to complete at least thirty (30) institutional hours at UM-Flint, fifteen (15) of which will be awarded as UM-Flint institutional credit with validation of unencumbered Registered Nurse (RN) license within the United States. A grade of "C" (2.0) or better is required of courses for transfer to UM-Flint.
- B. Curriculum, degree requirements, and policies for either party are subject to change without the approval of the other party; however, a one hundred and eighty (180) days prior written notice shall be given by the party making the change to permit the other party to make any adjustments necessary so that an appropriate amendment or addendum to this Agreement can be prepared.

ARTICLE III
COMMITMENT BY UM-FLINT

UM-Flint shall:

- A. Encourage regular review and update of the transfer curriculum guide to ensure it is possible for a College student to transfer to the UM-Flint after completion of two (2) years at College or receipt of the appropriate Associate degree, even though the College student may choose to take a longer period of time before seeking to transfer.
- B. Provide transfer planning advisement to College regarding UM-Flint admission and graduation requirements.
- C. Provide current transfer information to College.
- D. Invite faculty from College for curriculum and/or articulation-related forums hosted by UM-Flint.
- E. Provide information to College faculty and students regarding academic and cultural events on UM-Flint's campus and encourage joint attendance.
- F. Develop periodic assessment tools that provide, to the extent permitted by law, College and UM-Flint with information about College student performance and satisfaction at UM-Flint.

ARTICLE IV
COMMITMENT BY COLLEGE

College shall:

- A. Encourage regular review of the transfer curriculum to ensure that it is possible for a College student to transfer to UM-Flint after completion of two (2) years at College or the appropriate Associate degree, even though a College student may choose to take longer before seeking to transfer.
- B. College shall provide current transfer information to UM-Flint.

- C. Encourage visits by its faculty, advisors, and students to UM-Flint, as well as invite UM-Flint faculty and advisors to College.

ARTICLE V
CONCURRENT ADMISSION; FINANCIAL AID

In addition to transferring to UM-Flint upon completion of their studies at College, students may concurrently take courses, and have access to advising and other services, at both College and UM-Flint. However, federal regulations require that students receive financial aid from only a single institution from which courses are taken during a given quarter or semester. Accordingly, advisors should recommend that financial aid recipients take all their courses in a given quarter or semester at either College or UM-Flint. If a College student attends both College and UM-Flint in a single semester, financial aid may be granted from only one institution unless the parties enter into a separate written consortium agreement to allocate and distribute financial aid between College and UM-Flint.

ARTICLE VI
MISCELLANEOUS PROVISIONS

- A. This Agreement will become effective on the last date of signing and shall remain in effect for five (5) years, unless terminated as set forth in this section. Should either party wish to terminate this Agreement, notification shall be given in writing at least six (6) months prior to the effective date of termination.
- B. No amendment or modification to this Agreement, including any addenda, shall be effective unless in writing and signed by both parties.
- C. This Agreement constitutes the entire agreement between the parties regarding the subject matter, and all prior discussions, agreements, and understandings regarding the subject matter, whether oral or in writing, are hereby merged into this Agreement.
- D. Each party shall accept, assign, supervise, and evaluate qualified students regardless of race, sex, color, religion, creed, national origin or ancestry, age, marital status, disability, veteran status, height, or weight, in accordance with applicable state and federal law. In addition, UM-Flint does not discriminate on the basis of sexual orientation (including gender identity and gender expression) in accordance with the policies of the University of Michigan.
- E. Each party shall defend, indemnify, and hold harmless the other party, its board members, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity. The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.
- F. This Agreement shall be deemed to be made under the laws of the State of Michigan and for all purposes shall be construed in accordance with the laws of the State of Michigan.
- G. Neither College nor UM-Flint 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, including, as applicable, abiding by their disaster plan. 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.


H. Any and all notices given under this Agreement shall be directed to:

To College: Attn: LaToya Mason, Interim Dean, Health Sciences Education
2755 E Napier Avenue
Benton Harbor, MI 49022
Phone: 269-927-8762
Email: lmason@lakemichigancollege.edu


To UM-Flint: Attn: Julie Insalaco, Contract Administrator
The University of Michigan-Flint
Northbank Center, Suite 504
303 E. Kearsley
Flint, MI 48502
Phone: 810-762-3487
Email: jinsalac@umich.edu

I. Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.

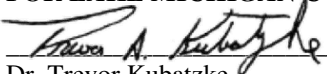
FOR THE REGENTS OF THE UNIVERSITY OF MICHIGAN




Dated: 01/10/2023
Sonja Feist-Price, PhD, DrRh
Provost and Vice Chancellor for Academic Affairs
University of Michigan-Flint

Acknowledged by:
**UNIVERSITY OF MICHIGAN-FLINT
SCHOOL OF NURSING**


Dated: 01/09/2023
Cynthia McCurren, PhD, RN
Dean and Professor

FOR LAKE MICHIGAN COLLEGE


Dated: 12/18/2022
Dr. Trevor Kubatzke
President



Dated: K F 12/16/22
Dr. Ken Flowers
Interim Provost and Vice President of Academic Affairs



Dated: 12/21/22
LaToya Mason
Interim Dean, Health Sciences Education