

**Articulation Agreement
Between Oakland University and Henry Ford College
For a Bachelor's of Integrative Studies**

Effective December 1, 2019- November 30, 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 Integrative Studies degree from OU upon successful completion of coursework in any associate degree at HFC in accordance with the curriculum guide attached as Exhibit 1 and incorporated herein by reference, and OU's Bachelor of Integrative Studies (BIS) 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 BIS 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, which does not in and of itself guarantee admission to OU or to any particular major.
2. OU's BS Requirements. Students enrolled in OU's BIS program pursuant to this Agreement must:
 - a. Satisfy all of OU's requirements for progression, retention and graduation for the BIS 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 eighty-eight (88) credits for HFC courses identified in the curriculum guide in which a student earned a grade of 2.0 (numerical grading system) or C- (alpha grading system) or better and those credits will be indicated on the student's OU transcript. This grade requirement only applies to the minimum required to transfer. Program and major requirements may differ from minimum transfer requirements. If any of those 88 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 BIS 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 BIS 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 annually and upon request to HFC. Notwithstanding the foregoing, both OU and HFC will comply with the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations.
8. Term. The term of this Agreement will commence on **December 1, 2019** and will expire on **November 30, 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:

Office of Academic Services (L314)
5101 Evergreen Road
Dearborn, MI 48128
313-845-6313
academicsservices@hfcc.edu

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 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. 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.

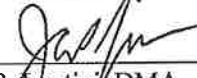
Exhibit 1 – Curriculum Guide
Articulation Agreement
between
Henry Ford College
Associate Degree
and
Oakland University
Bachelor of Integrative Studies

1. Complete any associate degree from Henry Ford College.
 - a. Associate in Arts, Associate of Business, Associate of Fine Arts, Associate in Science, Associate in Applied Science, or Associate in General Studies.
2. Before transferring, complete the Michigan Transfer Agreement (MTA) or OU General Education categories to ensure maximum transferability of 88 credits.
3. At OU complete BIS and University requirements for degree. This can be completed in a minimum of 36 credits.
4. Meet with a BIS Adviser to complete required application steps to achieve major-standing in Integrative Studies. This includes course work selection, written rationale, faculty mentor meeting, and approval by the BIS faculty council. The BIS academic advising office can be contacted at (248) 370-3261 or bis@oakland.edu.

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:



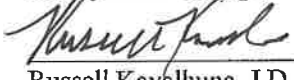
James P. Lentini, DMA
Senior Vice President for Academic
Affairs and Provost

Dated: 1/9/20


Michele Parkhill Purdie, Ph.D.
Bachelor of Integrative Studies Director

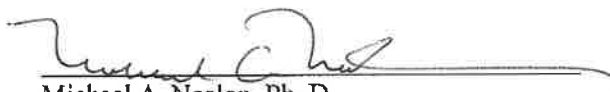
Dated: 1/14/20

Henry Ford College:



Russell Kavalhuna, J.D.
President

Dated: _____



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

Dated: 1/16/20

OU
Legal

1-7-20