

# Articulation Agreement Renewal

between

## **Henry Ford College**

Associate in Science

Biology, Chemistry, Science, or Environmental Studies

Associate in Applied Science

Biotechnology



and

## **University of Detroit Mercy**

Bachelor of Science

Biochemistry, Biology, or Chemistry

Bachelor of Arts

Chemistry



**October 2020**

# **Articulation Agreement Renewal**

between

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Associate in Science in Biology, Chemistry, Science, or Environmental Studies

Associate in Applied Science in Biotechnology

and

## **University of Detroit Mercy**

Bachelor of Science in Biochemistry, Biology, or Chemistry

Bachelor of Arts in Chemistry

### **Article I - Agreement on Principle**

University of Detroit Mercy (hereafter Detroit Mercy) and Henry Ford College (hereafter HFC) agree that students who begin their studies at the community college and transfer to Detroit Mercy to earn a bachelor's degree should experience a smooth transition that minimizes loss of credit and duplication of coursework. Detroit Mercy and HFC enter into this Agreement as cooperating, equal partners who shall maintain the integrity of their separate programs.

### **Article II - Agreement on Program Specifics**

Admission to a Detroit Mercy undergraduate science program is ensured to students who meet the basic Detroit Mercy admission criteria including at least a 2.50 overall GPA and at least a 2.50 in all math and science classes. Students who do not satisfy these criteria will be evaluated on a case-by-case basis. HFC students within or under this Agreement will receive equal consideration with others seeking admission or financial aid.

- Specific courses that transfer are listed on the attached Transfer Guides.
- The maximum number of Detroit Mercy credits that will transfer from HFC to fulfill specific requirements in science programs is 63, but for those following this Articulation agreement, additional credits may transfer as shown:
  - B.S. degree with a major in Biochemistry: 83 credits
  - B.S. degree with a major in Biology: 79 credits
  - B.S. degree with a major in Chemistry: 86 credits
  - B.A. degree with a major in Chemistry: 79 credits
- The Transfer Guide is updated regularly to reflect new and discontinued classes and programs. These Guides are available on the Detroit Mercy website. Any additional courses will be reviewed and added to subsequent Transfer Guides.
- Courses with less than a grade of C (2.0) will not transfer.
- Although not necessary to benefit from this Agreement, in general, HFC students are encouraged to complete the associate degree and/or the Michigan Transfer Agreement (MTA) at HFC. In some cases, this may be done with the reverse transfer of credit.

- Students who are completing HFC’s associate degree are encouraged to select the HFC humanities and social science courses that not only fulfill HFC General Education Distribution Requirements/MTA Requirements, but also fulfill Detroit Mercy’s Core Curriculum. (See attached Transfer Guides.)

**Article III - Agreement on Communication**

Detroit Mercy and HFC agree to cooperate in communication with each other and with their common and respective publics concerning the established relationship between the two institutions. 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 current and prospective students.

Detroit Mercy and HFC agree to exchange transfer student information for monitoring and enhancing student academic success. The information may also be used to enhance curricular offerings. At no time will Family Education Rights and Privacy Act (FERPA) regulations or requirements be violated.

*HFC students are strongly encouraged to contact both an HFC advisor and a Detroit Mercy science advisor as early as possible to put together a customized program plan for courses at both HFC and Detroit Mercy.*

**Article IV - Maintenance and Review Procedures**

Detroit Mercy and HFC agree that at least one individual at each institution to evaluate the continuing effectiveness of this Agreement, to facilitate changes to and development of the program, and to advise students in exceptional situations.

Detroit Mercy and HFC agree that responsibility to practical implementation, maintenance and communication related to this Agreement rests with the following individuals:

At Detroit Mercy:      Transfer Credit Team  
                                  Office of the Registrar  
                                  University of Detroit Mercy  
                                  4001 West McNichols Rd.  
                                  Detroit, MI 48221-3038  
                                  E-mail: transferteam@udmercy.edu

At HFC:                    Office of Academic Services (L314)  
                                  Henry Ford College  
                                  5101 Evergreen Rd.  
                                  Dearborn, MI 48128  
                                  E-mail: academicservices@hfcc.edu

### **Article V - Review and Modification of the Agreement**

Each institution will notify the other in writing of any contemplated curricular changes that would affect the future of this Agreement. No modifications to this Agreement will take place unless they are in writing and signed by authorized individuals of both parties.

### **Article VI – Indemnification**

To the extent permitted by law, HFC and Detroit Mercy agree to indemnify and hold one another harmless from any and all claims initiated by student participants, their parents, survivors, or agents, arising from any negligent acts or omission on the part of either institution or any of their employees.

### **Article VII - Effective Dates**

**This Agreement is effective as of October 1, 2020 up to October 1, 2025.**

Six months (6) prior to the termination of this Agreement, the Agreement will be reviewed for possible revisions and renewal. Either Detroit Mercy or HFC may terminate this Agreement without cause by notifying the other party in writing 90 days in advance of the date of termination. Should the Agreement be terminated or significantly changed, HFC students who designated this program Agreement before its termination will have three additional years to be admitted under the terms of this Agreement.

*Note: Detroit Mercy adopted a New Core Curriculum effective Fall 2017. Transfer students are encouraged to follow the New Core. However, if it is to the student's advantage to follow the Old Core Curriculum, students who begin at Detroit Mercy from Fall 2017 up to and including Summer 2021 will have the option to select the Old Core. This will be done in consultation with an academic advisor.*

### **Article VIII – Additional Provisions**

**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.

**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.

**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.

**Entire Agreement.** This Agreement embodies the entire agreement of the Parties and supersedes all other verbal and/or written agreements, warranties, representations, or understandings entered into by the Parties and may only be modified by a written amendment executed by authorized signatories of both Parties.

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

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and

### University of Detroit Mercy

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Bachelor of Arts in Chemistry

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

#### Henry Ford College



Russell Kavalhuna, J.D.  
President



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



Janice Gilliland, Ed.S.  
Dean, School of Science Technology,  
Engineering and Mathematics

#### University of Detroit Mercy



Antoine M. Garibaldi, Ph.D.  
President



Pamela Zarkowski, J.D., M.P.H.  
Provost and Vice President for Academic  
Affairs



Katherine E. Snyder, Ph.D.  
Dean  
College of Engineering & Science

11/16/2020

Date of Last Signature