



MASTER ARTICULATION AGREEMENT BETWEEN

**Baker College
and
Henry Ford College**

Article I Agreement on Principle

Baker College, a Michigan nonprofit corporation, whose headquarters is located at 1020 S Washington St, Owosso, MI 48867 (Baker), and Henry Ford College (HFC) located at 5101 Evergreen Rd., Dearborn, MI 48128, agree that students who choose to transfer to Baker should be provided with a smooth curriculum transition minimizing loss of credit and duplication of coursework. Therefore, Baker and HFC agree to develop this Master Articulation Agreement (the "Agreement") for students who transfer from HFC to Baker. Both parties enter into this Agreement as cooperating, equal partners who shall maintain the integrity of their separate programs.

Article II Agreement on Program Specifics

Baker and HFC agree that courses and/or programs stipulated in Appendix A will transfer from HFC to Baker College per the attached Appendix B – Example Transfer Guide which may be amended as course/programs are added or deleted per written agreement of the parties. The Articulation Manager and the Provost shall retain all transfer guides with this Master Agreement. The Transfer Guides shall also be held at the Registrar's office of each party. Baker and HFC agree that any student who has successfully completed coursework and/or programs at HFC may transfer the course credits as indicated on the attached transfer guides toward their degree at Baker. Students must meet all admission requirements at the time of entry to Baker, including submitting official transcripts from all previously attended colleges.

Degree Graduation Requirements:

1. Baker College associate degrees require a minimum of 60 hours and baccalaureate degrees require a minimum of 120 hours for completion. All requirements for the selected associate or bachelor degree must be satisfied. A minimum cumulative grade point average 2.0 must be achieved. Note: Some programs may have program-specific GPA requirements which must be met.
2. Associate degrees require fifteen (15) semester hours must be earned at Baker College in actual class time. A minimum of 12 semester hours must be completed in actual class time through Baker College courses in the major discipline of study.
3. Bachelor degrees require thirty (30) semester hours must be earned at Baker College in actual class time. A minimum of 15 semester hours must be completed in actual class time through Baker College course in the major discipline of study at the 3000 and 4000 levels.
4. Courses with a grade of C (2.0) or higher will be eligible for transfer credit, except for specific program requirements. Courses with a D- (0.7) grade will be considered if the D- grade falls in a course sequence in which the last grade received was a C or better. Transfer students need to be aware that length of time since the course was taken may be a factor in transferability.

Article III
Agreement on Communication/Participation

Baker and HFC will cooperate by communicating with each other and with their common and respective publics concerning the established relationship between the two institutions. Baker and HFC further agree to the following:

1. Baker will waive the new student application fee for eligible individuals admitted in connection with this Agreement.
2. Baker shall participate in Transfer Days, and other college fair opportunities hosted by HFC.
3. HFC shall provide Baker with an annual list of its graduating students, which shall include student program information and contact information.
4. Both Parties shall make reasonable efforts to ensure HFC advisors and Baker representatives meet regularly, or as often as necessary to facilitate this Agreement.
5. Pursuant to this Agreement, both Parties shall jointly participate in offering Reverse Transfer opportunities to qualified students to ensure all eligible credits may transfer back to HFC for the purpose of students attaining an associate degree.

Communication may include the development of various kinds of publications to inform those who might benefit personally or professionally from the opportunities provided by this Agreement or participation in Transfer Days hosted by the affiliating college. 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 students and prospective students. Both parties expressly agree to abide by the rules and regulations set forth in the Family Education Rights and Privacy Act (FERPA).

Article IV
Maintenance and Review

Baker and HFC agree to communicate annually in writing any changes to curriculum or policies which affect their relationship. The parties reserve the right to revise the Agreement by mutual written consent. Any changes made to either institution's curriculum, as they affect this Agreement, can be approved through addendums to this Agreement and signed by the respective officials for both Baker and HFC. At least one administrative or faculty member from each institution will be appointed to act as agents for the implementation of this Agreement, to speak for the institution and to communicate changes to respective faculty members, advisors, counselors, and others to whom the information is pertinent. Responsibility for the oversight of this Agreement rests with the Provost at Baker and the Articulation Agreement Manager at HFC.

Article V
Term of the Agreement

Either Party may terminate this Agreement with or without cause by furnishing the other party 30 days written notice in advance of termination. While in force, Baker and HFC agree to the terms of this Agreement for a period of three years, September 2020 - August 2023. During the third year, both parties will review the Agreement for revision and renewal. If the Agreement is not renewed before August 31 of 2023, it will be automatically

terminated. If this Agreement should terminate or be terminated, all students currently enrolled in the program will be allowed to complete the program as described.

**Article VI
Indemnification**

Each Party, to the extent permitted by law, shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a

Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

**Article VII
Trademarks**

Each Party to this Agreement shall use and display the other Party's Trademarks only in such forms as approved in writing in advance by the other Party, including without limitation, use of the Trademarks on advertising, promotional or publicity materials, displays, stationary or business cards and shall not use the Trademarks on any such items unless so approved. Neither of the Parties shall use any of the other Party's Trademarks in its corporate name or file any "d/b/a" incorporating the Trademarks. Each Party agrees to use the other Party's trademark only after receiving prior written approval.

**Article VIII
Miscellaneous Provisions**

- A. **Independent Parties.** Each institution shall be deemed to be an independent Party and to the extent permitted by law shall not be liable for acts of the other, nor shall they be liable for personal injury or property damage of any other participants in the exchange, unless the party is found to be grossly negligent.
- B. **Notices.** Any notice under this Agreement shall be directed to:

Baker College Office of the Provost Baker College 1020 S Washington St, Owosso, MI 48867 Email: jill.langen@baker.edu	Henry Ford College Brandon Nowak Articulation Agreement Manager Henry Ford College 5101 Evergreen Rd. Dearborn, MI 48128 Email: bnowak1@hfcc.edu
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- C. **Entire Agreement.** This constitutes the entire agreement between the Parties. No prior oral or written agreement, practice, or course of dealing between the Parties relating to the subject matter of this Agreement shall supersede this Agreement. Any addenda and/or exhibits attached have been for the purpose of contract construction and performance.
- D. **Waiver.** Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement will neither be construed as a waiver of any subsequent breach nor prejudice either Party with regard to any subsequent action.
- E. **Assignment/Amendment.** Either Party cannot assign this Agreement or any interest in this Agreement without prior written consent from the other Party. None of the terms and provisions of this Agreement may be modified or amended except by an instrument in writing executed by each Party.
- F. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan. The Parties agree, consent and submit to the personal jurisdiction of any competent court of jurisdiction Wayne County, Michigan for any action brought against it arising out of this Agreement
- G. **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.
- H. **Compliance with Federal and State Law.** Without limitation by any provision herein set forth, both parties expressly agree to abide by any and all applicable federal and/or state equal opportunity statutes, rules and regulations including, but not limited to: Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination and Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Occupational Safety and health Act of 1970, the Elliot Larsen Civil Rights Act and the Michigan Handicappers Civil Rights Act, all as may be from time to time modified or amended. Recognizing that the Parties are required to comply with TITLE IX of the Educational Amendments of 1972 to the Civil Rights Acts of 1964 and the Family Educational Rights and Privacy Act (FERPA), both parties agree to adhere to these laws irrespective of their direct applicability to either party. The Parties also agree to comply with the Health Insurance Portability and Accountability Act, as may be applicable, and cooperate fully with each other to assure the other Parties compliance therewith. The Parties agree to hold the other Party harmless from any and all liability arising from any breach of this covenant.
- I. **Nondiscrimination Policy.** Each party agrees to comply with and to be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program. Both parties will not to discriminate illegally in employment because of race, color, creed, religion, sex/gender, gender identity, sexual orientation, national origin, age, disability, veteran status, marital status, genetic information, or

other protected characteristic, which cannot lawfully be the basis for an admissions/employment decision. Furthermore, it is the policy of Baker and HFC not to discriminate on the basis of race, color, creed, religion, ~~sex/gender~~, ~~gender identity~~, ~~sexual orientation~~, national origin, age, disability, perceived disability, veteran status, marital status, genetic information, or other protected characteristic in providing and the administration of educational programs, services, activities, and employment, or recruitment. Both Parties declare and reaffirm a policy of equal employment opportunity, equal educational opportunity, and nondiscrimination, where applicable, in the provision of educational services to the public. Baker, for its institution, will make all decisions regarding recruitment, as well as administer all of its educational programs and related supporting services and benefits in a manner which does not discriminate on grounds of race, color, creed, religion, sex/gender, sexual orientation, gender identity, national origin, age, disability, perceived disability, veteran status, marital status, genetic information, or other protected characteristic, which cannot lawfully be the basis for an admissions/employment decision. Henry Ford College, for its institution, will make all decisions regarding recruitment, as well as administer all of its educational programs and related supporting services in a manner which does not discriminate on the grounds of race, color, creed, religion, sex/gender, sexual orientation, gender identity, national origin, age, disability, perceived disability, veteran status, marital status, genetic information, or other protected characteristics, which cannot lawfully be the basis for an admissions/employment decision.

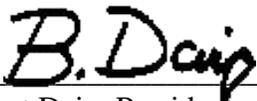
The Parties agree that they will provide appropriate accommodations and services for all individuals with disabilities who are protected by the Americans with Disabilities Act and make sure that all of their programs are also accessible and comply with the Americans with Disabilities Act (ADA), Rehabilitation Act of 1973, and in particular, the provision that illegal discrimination by either party may be considered a material breach of this Agreement.

- J. **Concurrent Admission; Financial Aid.** Federal regulations generally 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 HFC or Baker. If a College student attends both HFC and Baker 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 HFC and Baker.
- K. **Severability.** If any one or more of the provisions of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected, impaired, or prejudiced thereby, and any provision deemed invalid, illegal, or unenforceable shall be construed and enforced to the greatest extent legally possible.
- L. **Effective Date.** The Effective Date of this Agreement is the date the last Party executes this Agreement by a duly authorized representative.
- M. **Execution by Fax or Email.** This document may be validly executed and delivered by facsimile transfer ("Fax") or by electronic mail ("Email"). Any signer who executes this document and transmits this document by Fax or Email intends that the Fax or Email of their signature is to be deemed an original signature for all purposes. Any such Fax or Email printout and any complete photocopy of such Fax or Email printout is hereby deemed to be an original counterpart of this document.

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

IN WITNESS WHEREEOF, the Parties hereto on this day execute this Agreement as of the Effective Date.

For: BAKER COLLEGE



Bart Daig, President and CEO

Date: December 14, 2020

For: HENRY FORD COLLEGE



Russell Kavalhuna, President

Date: December 10, 2020



Michael Nealon, Ph.D.
Vice President Academic Affairs

Date: December 10, 2020

APPENDIX A
PROGRAM LIST FOR ARTICULATED PROGRAMS AND TRANSFER GUIDES
HENRY FORD COLLEGE - BAKER COLLEGE

BRIDGE TO BACHELOR DEGREES
60+60
HENRY FORD COLLEGE

The following table is a list of Associate Degree to Bachelor Degree pathways that Baker College will accept a minimum of 60 credits applied towards the completion of the aligned Bachelor Degree.

Henry Ford College Degree	Baker College Bachelor Degree
Pathways for Specific Programs	
Associate in Applied Science -Computer Information Systems --- Network Administration --- Cybersecurity	Bachelor of Science in Information Technology and Security
Associate in Science -Computer Science	Bachelor of Science in Computer Science Bachelor of Science in Game Software Development
Associate in Applied Science -Computer Information Systems -Computer Information Systems - Web Development	Bachelor of Science in Information Systems
Associate in Business -Accounting -Business Administration -General Business -Management -Supply Chain Management	Bachelor of Business Administration in - Accounting - Finance - Human Resource Management - Logistics - Management - Marketing
Associate in Arts -Criminal Justice - Law Enforcement -Criminal Justice - Law Enforcement with Police Academy	Bachelor of Science in Criminal Justice
Associate in Applied Science -Social Work and Counseling Technician	Bachelor of Science in Human Service
Pathways for All Programs	
All Associate Degrees	Bachelor of Science in Psychology Bachelor of Business Administration - Accelerated Program Bachelor of General Studies
Any Associate Degree - Health Concentration	Bachelor of Science in Healthcare Administration

The following table is a list of Associate Degree to Bachelor Degree programs that have established course and program pathways between Insert Name College and Baker College as indicated in the specified Appendix B Transfer Guides.

Specific Program Pathways with Transfer Guides 3+1 (See Appendix B)	
Associate in Science in Computer Science	Bachelor of Science in Game Software Development
Associate in Science in Computer Science	Bachelor of Science in Computer Science with Concentration in Computer Programming
Associate in Science in Computer Science	Bachelor of Science in Computer Science with Concentration in Database Technology
Associate in Applied Science in Computer Information Systems	Bachelor of Science in Information Systems with Concentration in Project Management
Associate in Applied Science in Computer Information Systems	Bachelor of Science in Information Systems with Concentration in Assurance Specialist
Associate in Applied Science in Computer Information Systems – Network Administration	Bachelor of Science in Information Technology and Security with Concentration in Information Assurance and Cybersecurity
Associate in Applied Science in Computer Information Systems – Web Development	Bachelor of Science in Information Systems with Concentration in Assurance Specialist
Associate in Business – Management	Bachelor of Business Administration in Management
Associate in Business – Accounting	Bachelor of Business Administration in Accounting
Associate in Business – Supply Chain Management	Bachelor of Business Administration in Logistics
Associate in Arts: Liberal Arts – Psychology	Bachelor of Science in Psychology
Associate in Arts	Bachelor of Science in Psychology

**APPENDIX B
TRANSFER GUIDE**