# ARTICULATION AGREEMENT BETWEEN Henry Ford College Henry Ford II Honors Program and Eastern Michigan University The Honors College

### Article I Agreement on Principle

Eastern Michigan University (EMU) and Henry Ford College (HFC) agree that students who choose to begin their studies at a community college and transfer to a university to earn a bachelor's degree should be provided with a smooth curriculum transition that minimizes loss of credit and duplication of coursework. Therefore, EMU and HFC agree to enter into this Articulation Agreement ("<u>Agreement</u>") to facilitate the completion of the Henry Ford II Honors Program at HFC and The Honors College at EMU. Both parties enter into this Agreement as cooperating, equal partners who shall maintain the integrity of their separate programs. This Agreement does not create an agency, partnership, joint venture, or employment relationship between the parties.

### Article II Agreement on Program Specifics

The Henry Ford II Honors Program at Henry Ford College (HFC) and The Honors College at Eastern Michigan University (EMU) have collaborated to create a seamless transfer of academic courses from the associate level to the baccalaureate level for Honors students. The goal of this Agreement is to admit HFC Honors students who have completed the criteria specified below into The EMU Honors College and to outline the circumstances under which Henry Ford College students may use Honors requirements completed at HFC toward the requirements for graduation with Honors College Honors from EMU. General guidelines for students and colleges are:

- All graduating HFC Honors students wishing to apply to The Honors College at EMU must first be admitted to the university through the regular admission process.
- Once admitted to EMU, students who have completed the HFC Honors Program in good standing will automatically be qualified for admission to The Honors College at EMU.
- A letter confirming the completion of the HFC Honors program will be transmitted to the Dean of the EMU Honors College from the Faculty Director of the HFC Honors Program. The letter will confirm that the Honors student has completed a minimum of six Honors courses at Henry Ford College and maintained an overall 3.5 GPA on a 4.0 scale.
- Students who have completed the HFC Honors Program in good standing must complete a formal application to The Honors College at EMU, but requirements for an essay or letter(s) of recommendation will be waived.

- Up to 15 semester credit hours of HFC Honors courses accepted as transfer credit at EMU may be applied toward the University and/or Highest Honors pathways at EMU. With the approval of the appropriate EMU Department, up to 3 semester credit hours of HFC Honors courses accepted as transfer credit at EMU may be applied toward the Departmental Honors pathway at EMU. Graduation from the Honors Program at EMU will occur when the appropriate program of study and all requirements for a specific Honors pathway are completed.
- Certified service hours accumulated by HFC Honors students may be applied to up 50% of any service requirement for an Honors pathway in The Honors College at EMU. The student will be responsible for maintaining a record of all service contact hours completed at HFC.
- Students who have completed the directed study research project at HFC may apply that experience to the Cultural/Intellectual Experience required for graduation with University Honors. Students who have completed a certified study-abroad experience at HFC may apply that experience to the toward the Cultural Competency requirement for graduation with Highest Honors. To receive credit for these experiences, students must submit the required paperwork to The EMU Honors College.
- Upon admission to EMU, the student will complete an Orientation with The Honors College at EMU prior to the first semester of courses.
- By the end of the first semester, the student will meet attend an EMU Honors College Undergraduate Research Workshop and will meet with an Honors advisor to create an Honors "Plan of Study" for the EMU portion of the Honors curriculum leading to fulfillment of an EMU Honors Pathway (University Honors, Departmental Honors, and/or Highest Honors).
- The Dean of The EMU Honors College will notify the Faculty Director of the HFC Honors program when an HFC Honors graduate has completed the requirements of The EMU Honors College.

### Article III Agreement on Communication

EMU and HFC agree to cooperate in communicating with each other and with their common and respective publics concerning the established relationship between the two institutions. 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. 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. EMU will provide transfer student performance data to HFC officials annually through the Community College Transfer Student Report. 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., HFC and EMU will share data on student achievement to assess program effectiveness.

# Article IV Maintenance and Review Procedures

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 institutions and to communicate changes to respective faculty members, advisors, counselors, and others to whom the information is pertinent. Responsibility for oversight of this Agreement rests with the Director of Academic Affairs at HFC and the Dean of the Honors College at EMU. Both parties agree to communicate annually any changes in their respective programs that may affect this Agreement.

#### Effective Date: September 1, 2021 until August 31, 2024.

This Agreement is consistent with the 2021-2022 catalog. Students have until summer 2029 to graduate from Eastern Michigan University following this Agreement. In the event that a student does not complete the program within seven years, they may be required to have their credits reevaluated using the requirements of the current articulation guide.

Termination: Either Party may terminate this Agreement without cause with 30 days written notice to the other, with the stipulation that students involved in programming at HFC or EMU pursuant to this Agreement at the time of termination shall be allowed to complete their training under the terms of the Agreement.

# Article V Miscellaneous Provisions

**Discrimination:** The Parties agree orientation that they will not discriminate against any student or participant because of race, color, age, sex/gender, sexual, 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 students 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 1974, World Wide Web Consortium's Accessibility Guidelines (W3CG) and any other applicable law or regulation.

**Notices:** Notices required under this Agreement shall be in writing and shall be sent registered mail or certified mail, return receipt requested. Such notices shall be addressed to the Parties at the addresses set forth below, or at such other address as may be specified by either Party. The Parties may otherwise communicate by email. If either institution is closed due to health or safety reasons, notices may be communicated initially by email with additional notice by certified mail.

If to HFC:	Academic Services (L314) Henry Ford College 5101 Evergreen Rd. Dearborn, Ml 48128 academicservices@hfcc.edu
If to EMU:	Director, Community College Relations Eastern Michigan University 200 McKenny Hall Ypsilanti, MI 48197 ccr_office@emich.edu

**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 EMU. If a College student attends both HFC and EMU 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 EMU.

**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.

**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.

**Modifications.** This Agreement may only be modified by written instrument signed by both Parties hereto.

**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.

**Indemnification.** 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.

**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.

**Force Majeure**. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.