ARTICULATION AGREEMENT BETWEEN

Baker College and Jackson College

ARTICLE I STATEMENT OF COOPERATION

Jackson College (JC) and Baker College (BC) agree that students who choose to begin their studies at JC and transfer to BC to earn a bachelor's degree should be provided with a smooth curriculum transition that minimizes loss of credit and duplication of coursework. Therefore, JC and BC agree to enter into this Articulation Agreement (Agreement) as cooperating educational institutions and will maintain the integrity of their separate programs.

ARTICLE II AGREEMENT ON PROGRAM SPECIFICS

JC and BC agree that any student who has earned an associate degree from JC may transfer credits up to a maximum of 90 semester hours toward a corresponding baccalaureate degree at BC. (See Appendix A for the complete list of corresponding BC degree programs).

As a special aspect of the close partnership between BC and JC, BC will automatically admit students who receive an associate degree from JC – and guarantee eligible students transfer scholarships through the direct admission process requirements described below:

The following stipulations apply:

Transfer College Student

- 1. Submit an official application at https://www.baker.edu/apply
- 2. Provide official college transcript(s) showing successful completion of transferable college-level math and English.
- 3. Submit an official high school transcript documenting the date of graduation from a high school, documentation from a home-school agency, local school district, state Department of Education, or a notarized transcript of high school courses taken, with grades or official GED scores.
- 4. Students must have earned a minimum 2.0 cumulative GPA at JC to qualify for automatic admission.
- 5. Students who are eligible for the Michigan Achievement Scholarship program will be eligible for transfer scholarships, which may include the Baker College Be Free Tuition Guarantee and Fill the Halls initiatives. Students must file the Free Application for Federal Student Aid (FAFSA) by May 1st of each year and list Baker College in the first position (#004673). The parties acknowledge and agree that this date may change depending on State deadlines.
- 6. Unofficial college/university transcripts may be reviewed to determine eligibility for admission. If acceptance is granted based on that review the student will be allowed to register

- for classes for one semester. Registration will be prohibited for any subsequent semesters until the official college/university transcripts are on file.
- 7. Advising of JC students regarding admission and program requirements at BC will be the responsibility of BC.
- 8. Each institution will monitor the academic performance of students enrolling under this Agreement and identify problems that may interfere with the successful transfer of students to BC.
- 9. Under this Agreement, graduates of JC will receive equal consideration with other students seeking admission to the agreed-upon program. When program growth results in space limitations, provisions will be made to reserve space for JC students planning entry into their desired program of interest.
- 10. Students with an awarded associate degree from JC may transfer a maximum of 90 credits to a corresponding baccalaureate degree at BC.
- 11. Students are encouraged to complete an associate degree from JC that follows the requirements of the Michigan Transfer Agreement and the JC standard for general education, including the associate of arts, business, general studies, and science. These students would receive a blanket of 60 hours transfer for the associate degree and enter BC as a junior with only 60 hours remaining to complete the baccalaureate degree.
- 12. Students will be required to earn a total of at least 120 semester credits, including those transferred from JC.
- 13. All passing grades in an awarded associate degree will transfer; otherwise, only courses graded a "C" (2.0) or better will transfer to BC.
- 14. Students who complete the associate of applied science degree will have all credits accepted by BC and enter as a junior. Applied science degree students may need additional lower-division foundation or general education courses depending on their course of study.
- 15. The Michigan Transfer Agreement (MTA) requirements may be completed at the most appropriate time for the student whether before or after admission to BC. Students who have not satisfied the MTA must complete BC's General Education Requirements as applied to transfer students. All other BC graduation and program requirements must be satisfied whether by transferred courses, BC courses, or approved substitutions or waivers.
- 16. Transfer students admitted to BC are supported in continuing to take additional coursework from JC for transfer to BC to satisfy BC general education or program-specific requirements as approved by their BC advisor. Students must complete a minimum of 30 credits of upper-division coursework from BC in order to receive the baccalaureate from BC (EXHIBIT A). The additional coursework at JC can be completed as a guest student.

ARTICLE III AGREEMENT ON COMMUNICATION

JC and BC agree to cooperate in communicating with each other and with their common and respective audiences concerning the established relationship between the two institutions. JC and BC further agree to communicate concerning curriculum changes that affect the agreed upon relationship between articulated programs at the respective college, and to communicate concerning the development of plans which might lead to future opportunities between the two institutions.

- 1. Any marketing of the Agreement in print will be subject to the prior approval of both parties. Each institution will assume responsibility for appropriate marketing to reach their respective student and faculty populations.
- 2. Faculty and staff at both institutions will communicate information about this Agreement to students and prospective students.
- 3. Each party may provide on its website, a link to the partner institution's website.
- 4. BC will provide transfer student performance data to JC officials annually upon request.

ARTICLE IV AGREEMENT ON MAINTENANCE AND REVIEW

JC and BC agree that responsibility for implementation, maintenance, and communication related to this Agreement rests with the following contacts:

Baker College Registrar 1020 S Washington St, Owosso, MI 48867 Email: registrars@baker.edu

Elliali. Tegistrars@baker.eut

Jackson College Josh Ray, New Student Engagement Recruitment & Transfer Strategist Address: 2111 Emmons Rd. Jackson, MI 49201 Email:RayJoshB@jccmi.edu

Article V TRADEMARK

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 VI MISCELLANEOUS PROVISIONS

Length of Agreement - This Agreement will become effective upon the execution of signatures by the responsible authority for each institution and will remain in effect for 10 years from that date. A review and update of the information in Appendix A will occur on an annual basis. If either party wishes to terminate this Agreement prior to the expiration of the 10-year term, , a minimum of a 90 day written notice is required. Should this Agreement be terminated or significantly changed, students enrolled in JC will be given the opportunity to matriculate to BC within four years following their first enrollment at JC.

Review and Modification of the Agreement - Each institution will notify the other of any contemplated curricular changes that could affect the future of this Agreement.

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.

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.

Assignment/Amendment. Neither Party may assign this Agreement nor 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 mutually executed by the Parties.

Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

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 the County of Jackson, Michigan by a mutually acceptable arbitrator who shall determine which Party(ies) shall be responsible for paying the arbitrator's fee.

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 Persons with Disabilities 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.

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. Neither party shall in their performance of this Agreement

illegally discriminate based on 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 BC and JC 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 characteristics 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. BC, 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. Jackson 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.

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.

Effective Date. The Effective Date of this Agreement is the date the last Party executes this Agreement by a duly authorized representative.

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.

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, and neither Party shall have any further obligations under this Agreement. However, to the extent practicable, the parties will cooperate to accommodate students affected by this 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.

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

BAKER COLLEGE

By: Aaron J. Maike, Ph.D.

Its: VP for Campus Admin & Engagement

Date: 02-21-2025

By: Dr. Randy Hill Its: VP for Academics

Date: 02-21-2025

JACKSON COLLEGE

By: Daniel | Phelan, Ph.D. Its: President/CEO

Date: 5/13/25

TO I HOLD

By: Daniel J. Phelan, Ph.D. Its: Interim Chief Academic

Officer

Date: 5/13/25

APPENDIX A

Current Baker College Bachelor's Degree Programs

- RN to BSN
- Accounting
- Automation Engineering Technology
- Business
- Business Administration
- Computer Science (Artificial Intelligence)
- Computer Science (Computer Programming Concentration)
- Computer Science (Data Analytics Concentration)
- Criminal Justice (Concentration in Criminal Justice Studies)
- Criminal Justice (Concentration in Law Enforcement and Police Academy)
- Early Childhood Education
- Education (Teacher Preparation)
- Finance
- Game Software Development
- General Science
- General Studies
- Healthcare Administration
- Health Information Management
- Human Resource Management
- Information Systems (Information Assurance Concentration)
- Information Systems (Project Management Concentration)
- Information Systems (Web Development Concentration)
- Information Systems (Web & Mobile Application Development)
- Information Technology and Cybersecurity
- Management
- Marketing
- Operations Management
- Project Management
- Psychology
- Social Work
- Sports & Esports Management
- Supply Chain Management

Minor Programs of Study:

Communication

Cybersecurity

Business Analytics

Digital Marketing

Entrepreneurship

Ethical Hacking

Finance

Game Software Development

Healthcare Administration

Human Resources
Human Services
Homeland Security
Human Services
Leadership
Marketing
Nursing Home Administrator
Project Management
Psychology
Public Health
Supply Chain Management
Technical Writing
Web & Mobile Application Development

*Pending Higher Learning Commission (HLC) approval

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