Articulation Agreement Between Wayne State University & Henry Ford College Linking HFC's Associate in Fine Arts in Studio Art

With Wayne State University
College of Fine, Performing and Communication Arts
Bachelor of Fine Arts in Art (with concentration to be determined)

This Agreement made this <u>16</u> day of <u>10+</u>, 2018 is by and between Wayne State University (WSU) and Henry Ford College (HFC).

Wayne State University and Henry Ford College wish and intend by this Agreement to set forth the terms and conditions of engaging in an educational program, to facilitate the transfer of students who earn an Associate in Fine Arts and the Michigan Transfer Agreement (MTA) endorsement from Henry Ford College to earn the Bachelor of Fine Arts from Wayne State University, College of Fine, Performing and Communication Arts.

Article I Agreement on Program Integrity

WSU and Henry Ford College will maintain the integrity of their separate programs and enter into this Agreement as equal and cooperating partner institutions.

Article II Agreement on Principle

This Agreement between WSU and HFC is intended to provide a smooth and seamless curriculum transition for HFC students who transfer to Wayne State to earn a Bachelor of Fine Arts. The agreement is designed for students who follow a prescribed plan of study leading to the Associate in Fine Arts and MTA. The credits transferred from the Associate in Fine Arts and MTA, as outlined in the appendices to this Agreement, will be included in the total credit hours required for the Wayne State University Bachelor of Fine Arts. All other standard admission, curriculum, and graduation requirements of Henry Ford College and WSU must also be met.

Article III Agreement of Program Articulation/Curriculum Changes

Henry Ford College and WSU agree that any student, who has earned the aforementioned Associate in Fine Arts, may transfer the credits from their program to the College of Fine, Performing and Communication Arts at Wayne State University toward the Bachelor of Fine Arts in Art, as outlined in the attached appendices.

This Agreement specifically allows the transfer of up to seventy-six (76) credits from *Henry Ford College* to *WSU*. This is beyond the currently stipulated sixty-four (64) credits, and was approved by the WSU Board of Governors. The purpose of allowing Henry Ford College

students to transfer additional credits is to enable them to complete the Associate in Fine Arts and MTA at Henry Ford College in addition to completing the Bachelor of Fine Arts at the WSU Main Campus. A grade of "C" (2.0) or better is required of courses for transfer to WSU.

The Bachelor's Degree requirements for students who follow this articulation agreement are outlined in Attachment A.

Article IV Agreement on Student Support

WSU and Henry Ford College agree to track the progress and success of articulation participants. Responsibility for this tracking rests with the WSU Transfer Student Success Center. A mechanism is in place to report on Henry Ford College students' use of this Articulation.

Article V Agreement on Communication

Henry Ford College and WSU agree to cooperate in communication with each other and with common and respective publics concerning the established relationships between the two institutions. Communication will include the development of various kinds of publications to inform those who might benefit from the opportunities provided by this articulation agreement. Any marketing of the articulation program established under this Agreement will be subject to the prior written approval of both WSU and HFC. Each party agrees it will not use the other party's name(s), mark(s), or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, whether written, oral, or otherwise without the prior written consent of the other party. Prior written consent will not be required for use of the other party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement. The appropriate faculty and staff in both institutions will share the information in this Agreement with interested and qualified students. Both institutions will provide academic advising to students and prospective students. Joint efforts in marketing the program and student recruiting will be pursued.

WSU and Henry Ford College further agree to communicate annually concerning curriculum changes that may affect the agreed upon program relationship. Responsibility for communication related to this Agreement will rest with the individuals appointed under Article VI.

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 WSU will share data on student achievement to assess program effectiveness.

Article VI Agreement and Review Body Procedures

Each institution will appoint one or more administrators to act as agents for the implementation of this Agreement, and communicate changes to respective faculty members, advisors, and others to whom the information is pertinent. Responsibility for the oversight of this Agreement rests with the Administration at *Henry Ford College* and with the College of Fine, Performing and Communication Arts at *WSU*.

Both Parties agree to communicate annually any curriculum changes or policies that affect the agreed upon Articulation Agreement. Both parties reserve the right to amend or revise by mutual consent and in writing this Agreement or to change curriculum, whenever feasible.

Article VII Regarding Independent Relationship

In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor and neither is the agent, employee, or servant of the other, and each is responsible only for its own conduct. Each institution is solely responsible for the development and design of its own curriculum. Changes on the part of either party will/may necessitate review of this Agreement.

Article VIII Agreement not to Discriminate

Each party is committed to equal educational opportunities regardless of a person's age, race, color, religion, marital status, sex/gender, pregnancy, sexual orientation, gender identity, gender expression, gender transitioning, height, weight, national origin, disability, perceived disability, political affiliation, familial status, veteran status, genetics or other characteristic protected by law in all College programs, services, activities, including without limitation educational admissions practices, and access to, equitable treatment as required by state and federal laws.

In accordance with state and federal law and local ordinances, WSU and HFC prohibit and will not tolerate any form of discrimination.

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 and any other applicable law or regulation.

Each party shall be separately responsible for compliance with all federal and state laws, including nondiscrimination laws and all applicable sections of the Michigan Handicapper's Civil Rights Act. Illegal discrimination by either party may be considered a material breach of this Agreement.

Article IX Mutual Indemnification/Governing Law

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.

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.

Article X 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.

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.

This Agreement shall be deemed to be made under the laws of the State of Michigan and for all purposes shall be construed in accordance with the laws of the State of Michigan.

Article XI Notices

Any and All Notices given under this Agreement shall be directed to:

HFC: Academic Affails
Director of Teaching and Learning Services (VACANT)
Henry Ford College
5101 Evergreen Road
Dearborn, MI 48128

PH: 313-845-9795

WSU:

Lezlie Hart
Associate Director, Fine, Performing and Communication Arts
Wayne State University
5104 Gullen Mall
Detroit, MI 48202
PH: 313-577-5337

e-mail: l.hart@wayne.edu

Article XII Entire Agreement

This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, are hereby merged into this Agreement.

Article XIII Amendment/Modifications/or Termination Provisions

Henry Ford College and WSU agree to the terms of this Agreement. No amendment or modification to this Agreement, including any modification or amendment of this paragraph, shall be effective unless the same is in writing and signed by authorized signatories of WSU and HFC or their Designees.

This Agreement is effective immediately upon the date of the last signature below and shall remain in effect for five (5) years unless terminated by either Party providing three months advance written notice. In the event this Agreement terminates, all students currently enrolled in the program will be allowed to complete the program as described.

This Agreement may be executed in counterparts which, when combined, shall constitute the 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 both Parties.

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

Signatories for Wayne State University:	Signatories for Henry Ford College:
Keith Whitfield, Ph.B. Provost and Senior Vice President for Academic Affairs	Russell A. Kavalhuna, J.D. President
Matthew Seeger, Dean, College of Fine, Performing and Communication Arts	Michael Nealon, Ph.D. Vice President of Academic Affairs
John Richardson Chair, James Pearson Duffy Department of Art and Art History	Jennifer Ernst, Ph.D. Dean, School of Liberal Arts
Date:	Date: 10/14/18
WSU Tracking Code, Pharmacy- HFART18	

FORM APPROVED

GENERAL COUNSEL

Course No	Henry Ford College Courte Name	Credit Hours	Credit Hours	Course No	Wayne State University Course Name
		30	A student whose come Education Requirement choose not to complet	munity college transcript is s	mdorsed as "MTA satisfied" has satisfied WSU's General Arts degree at NFC satisfies MTA requirements. It students is with a Counselo/Abbier to determine appropriate

CORE CURRICULUM

Associate of Fine Arts

Required Core Cou	P501				A Description of the second
UIT - 101 Tw	ro-Dimensional Design	3		ACO 1200	Surface Studio
MT - 102 Dra	awing I	3	ALCOHOLD STATE	ADR 1050	Drawing I
URT - 104 Col	for Theory	3	0.767	ACO 121X	Art Elective
ART - 105 The	ree-Dimensional Design			ACO 1230	Space Studio
ART - 111 Dig	gital Media	3		ACO 1270	Time Studio
MT - 112 Dra	awing II	3		ADR 1060	Drawing II
MIT - 113 Ulie	e Drawing I			ADR 2070	Seginning Life Drawing
ART - 116 Pal	Inting I	3	State of the state	APA 2000	Oil Painting
IRT - 121 Art	t History Survey I (Fre-historic to Medieval)	3	With Street, St. Aug.	AH 1110	Survey of Art History: Ancient to Medieval
ART - 122 Art	t History Survey II	3	16.75	AH 1120	Survey of Art History: Renalisance through Modern
	ramics I	3		ACR 2550	Caramics and Pottery Design I
ART - 150 Into	reduction to Digital Photography	3		APH 2400	Introduction to Photography
ART - 273 Stu	udlo Art Capstone	1	man making	ACS 2100X	Art Elective
				1 (0.00000	
Modern or Centerr	nporery Art: Complete One		ACCUPATION OF		
UtT - 123 (3) His	story of Modern Art	1		AH 3700	Art History Elective
ART - 229 (3) Sur	rvey of Contemporary Art	,	Secretary and the second	AH 5700	Contemporary Art
				VETHOR -	
Studio Art Support	: Complete Two from Whole List Selow				
ART - 142 (3) Cer	ramics II		111111	ACR 2560	Ceremics and Pottery Design II
ART - 213 (3) Life	e Drawing II			ADR 3070	Intermediate Life Drawing
ART - 216 (3) Pai	inting II		27-11	APA 3000	Oil Painting II
ART - 234 (3) To	ples in Art			ACS 21000	Special Seminar
ART - 242 (3) Cor	ramics III			ACR 3550	Beginning Ceremics
ART - 290 (31 Stu	udy Abroad in Art History			AH 2XXX	Art History Elective
ART - 2936 (3) To	pics in Studio Art			ACS 3XXX	Special Seminar
Modern or Contem	nporery Art: If this category selected, the remaining of either			activities of the second	
ART - 123 (3) His	stary of Modern Art	6	170.5	AH 3700	Art History Elective
ART - 229 (3) Sur	rvey of Contemporary Art		THE RESIDENCE	AH 3700	Contemporary Art
	stegory selected, any one of the following		C 20 YEAR STREET		
	story of Modern Art		A 19	AH 3700	Contemporary Art
	edieval Art			AH 3410	Medieval Art and Architecture
ART - 224 (3) Art				AH 3XXX	Art History Elective
	lan Art: Art of India and Southeast Asia			AH 3XXX	Art History Elective
	rican and Afro-American Art		- 115971111	AH 9750	African American Art
	story of Arab Art and Architecture		1000000	AH 3XXX	Art History Elective
	ablc Calilgraphy			ACS 1XXX	Art Elective

Remaining Courses to be Taken for Sechelor of Fine Arts in Art (with concentration to be determined)

Departmental and Concentration Requirements -- 44 credits [18 of these at the 3000 level or above]

Total HFC Transferrable Credits 76
Total WSU Credits 44
Total Credits 120

NOTE: Credit hours are based on the institution where the sourse is taken. If the transfer course equivalent credit hours differ, the credit mouts from the institution where the course is taken prevail.