

**ARTICULATION AGREEMENT
BETWEEN OAKLAND COMMUNITY COLLEGE
AND KENDALL COLLEGE OF ART AND DESIGN OF FERRIS STATE
UNIVERSITY**

GUIDING PRINCIPLES

This Agreement is made on May 2, 2022 between Oakland Community College (“OCC”) and Kendall College of Art and Design of Ferris State University (“KCAD”) (collectively, the “Parties”). The Parties agree that students who choose to begin their academic pursuit at OCC and transfer to KCAD to earn a bachelor’s degree should be provided with a smooth curriculum transition that minimizes the loss of credit and the duplication of coursework while maximizing the utilization and applicability of college level credit earned.

PROGRAM INTEGRITY

OCC and KCAD agree to enter into this Agreement as equal, collaborating educational institutions and will maintain the integrity of their separate programs without jeopardizing the intended mission and stated goals of each institution and enter into this Agreement as equal and cooperating partners. Furthermore, this Agreement acknowledges that each institution has established and will maintain rigorous standards and expectations for all students enrolled in and working toward the completion of its courses, programs and degrees. Both parties are accredited by the Higher Learning Commission as appropriate.

Each institution will determine the satisfaction of its program and degree requirements. For the purpose of this Agreement, the Parties agree to accept transferable courses from each other. Specific course requirements and transfer credits will be set forth on separate Articulation Agreement Program Guide as Exhibit A.

ADMISSION & GRADUATION CRITERIA

Oakland Community College and Kendall College of Art and Design of Ferris State University hereby agree as follows:

1. A person who has earned an **Associate in Applied Arts, Graphic Design** from Oakland Community College and has achieved the minimum requirements specified by Kendall College of Art and Design of Ferris State University may transfer all credits earned at Oakland Community College as listed on the associated Articulation Agreement Program Guide to the Bachelor of Fine Arts. Minimum requirements are as follows:
 - a. C or higher, 2.0 on a 4.0 scale for all courses and
 - b. C or higher, 2.0 on a 4.0 scale cumulative GPA.
2. A person who has earned an **Associate in Applied Arts, Graphic Design** from Oakland Community College and has followed the associated Articulation

Agreement Program Guide may transfer all credits specified on the Articulation Agreement Program Guide towards the **Bachelor of Fine Arts in Graphic Design degree** at Kendall College of Art and Design of Ferris State University without duplicative study. To complete requirements for graduation from KCAD, students who follow the attached Articulation Agreement Program Guide must also:

- a) Complete a minimum of 30 academic hours at KCAD.
 - b) Complete a minimum of 120 academic hours between Oakland Community College and Kendall College of Art and Design of Ferris State University.
 - c) Complete the remaining program requirements, distribution requirements and other major and degree requirements listed in the KCAD catalog/bulletin.
3. Advising of OCC students regarding admission and program requirements at KCAD will be the primary responsibility of KCAD.
 4. This agreement does not guarantee OCC students acceptance into KCAD and/or the corresponding major/program and/or degree. Under this Agreement, unless otherwise specified by granting a select number of OCC qualified applicants direct, preferred or guaranteed admission and or financial aid incentives, OCC graduates will receive equal consideration with other students seeking admission to Graphic Design major/program and/or degree provided applicants meet the prerequisites and requirements for admission to KCAD and the corresponding program/major and/or degree.

COMMUNICATION RESPONSIBILITIES

OCC and KCAD further agree to communicate any concerning curriculum or policy change(s) (as soon as reasonably possible) which affect the agreed upon relationship between articulated programs at the respective institution. Both institutions reserve the right to amend or revise this Agreement. Any changes must be submitted in writing, agreed to and signed by authorized institutional parties.

1. Throughout the life of this Agreement, KCAD will track the progress and success of participants of this Articulation Agreement and provide the number of OCC students who have applied, enrolled and completed the aforementioned degree prior to August 1st of each calendar year.
2. KCAD will identify and provide OCC, prior to August 1st of each calendar year, with any systemic academic performance issue(s) experienced by OCC students, such as academic courses within the bachelor major/program that have prerequisites that are taken at OCC, resulting in an examination of the corresponding matter(s) by OCC parties.
3. Each Party will assume responsibility for appropriate marketing and will ensure that it complies with Higher Learning Commission requirements.

4. Joint efforts in marketing this Agreement and student recruitment will be pursued with faculty and staff at both institutions communicating information regarding this Agreement to current and prospective students (i.e. transfer fairs, information sessions, OCC campus visits, etc.).
5. Each institution may provide on its website, a link to the partner institution's website.
6. The Parties will abide by confidentiality requirements set forth in the Family Education Rights and Privacy Act (20 USC § 1232g ("FERPA")) and other applicable laws.
7. The designated representatives of each Party are listed below. All business documents, notices, questions, administrative matters and communications regarding this Agreement should be directed to:

If to OCC: Oakland Community College
David Johnson
Director of Academic Partnerships
739 South Washington Avenue
Royal Oak, MI 48067-3898

If to KCAD: Kendall College of Art and Design of Ferris State University
Stephen Halko
Dean of Academic Affairs
17 Fountain St NW
Grand Rapids, MI 49503-3002

COMPLIANCE WITH LAWS, POLICIES & STATUTES

1. To the extent permitted by the Family Education Rights and Privacy Act (FERPA), OCC and KCAD agree to share data on student achievement for purposes of assessing program effectiveness. Any exchange by the institutions of student record information protected by the Family Education Rights and Privacy Act (20 USC § 1232g) and implementing regulations (34 CFR Part 99) ("FERPA") shall occur only in full compliance with FERPA, including, without limitation, committing the receiving institution to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the institutions agree to comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35. Data provided by KCAD as noted in this Agreement will include student performance, utilization of the Agreement by the annual number of students enrolled in the corresponding major/ program upon transfer and the number of graduates annually. This information will assist with identifying potential shortcomings of OCC coursework and the merit of the Agreement that may be shared stakeholders.

2. This Agreement shall be governed by and construed in accordance with the laws of Michigan applicable to contracts made and to be enforced wholly within the State of Michigan.
3. The Parties shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this Agreement.

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 respective employees and students pursuant to this Agreement.

MAINTENANCE AND REVIEW PROCEDURES

Responsibility for the oversight of this Agreement rests with the designees of the programs covered by each Party. Both parties agree to communicate annually any changes in their respective programs that may affect this Agreement. These changes shall be communicated to the designated representatives of each Party designated above. Each Party retains control over its curriculum, course requirements, program requirements and degree requirements. Each Party will notify the other of any curricular changes that would affect the courses in an associated Program Guide or that could affect the future of this Agreement.

AGREEMENT 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 Party 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.

TERMINATION & POST-TERMINATION

1. This Agreement terminates four (4) years from the date this Agreement is fully executed (the date which this document has received the signatures from all required parties from both institutions); however, either Party may terminate this Agreement upon ninety (90) days' written notice to the other institution.
2. Should this Agreement be terminated or significantly changed prior to the ending date, OCC students participating in this Agreement will be permitted to complete the program requirements as listed in Exhibit A provided the students apply to and are admitted by KCAD within two (2) years of the date this Agreement is terminated or significantly changed and complete the remaining major/program, degree, graduation

and institution requirements listed in the KCAD catalog/bulletin within three (3) years of the termination or significant change to this Agreement.

3. All notices and other communications under this Agreement must be in writing and will be deemed given (a) when delivered personally, (b) on the fourth business day after being mailed by certified mail, return receipt requested, or (c) the next business day after delivery to a recognized overnight courier at the following addresses (or to such other address as either party may have specified by notice given to the other party pursuant to this provision). Other forms of written communication may be used if deemed appropriate and agreed upon by both parties, including but not limited to email where acknowledgement of receipt is required.

This Agreement constitutes the entire Agreement between the Parties.

This Agreement supersedes any previous Associate in Applied Arts, Graphic Design from Oakland Community College and the Bachelor of Fine Arts, Graphic Design from Kendall College of Art and Design of Ferris State University. The invalidity of unenforceability of any provision of this Agreement shall not affect the validity of enforceability of any other provision of this Agreement, which shall be in full force and effect. This document may be executed in counterparts if necessary.

SIGNATURES

OAKLAND COMMUNITY COLLEGE

KENDALL COLLEGE OF ART AND
DESIGN OF FERRIS STATE
UNIVERSITY



Jennifer I. Berne, Ph.D.
Provost

Tara McCrackin
President

Date: Sept 2, 2022

Date: May 17, 2022



Cynthia L. Carbone, M.A.
Dean, Communication, Arts and
Humanities

Stephen Halko
Dean of Academic Affairs

Date: 9.2.2022

Date: May 2, 2022



Peter M. Schade, B.F.A.
Program Coordinator, Graphic Design

Angela Dow
Chair, Graphic Design

Date: September 1, 2022

Date: May 3, 2022