

ARTICULATION AGREEMENT

between

Ferris State University

and

Kellogg Community College

THIS ARTICULATION AGREEMENT (hereinafter "Agreement") is entered into by Ferris State University, a Michigan constitutionally-created public institution of higher education, located in Big Rapids, Michigan 49307 (hereinafter "Ferris") and Kellogg Community College (hereinafter "KCC") on this 25th day of May, 2004.

RECITALS

WHEREAS, Ferris is a Michigan public university with its main campus located in Big Rapids, Michigan; and,

WHEREAS, KCC is a Michigan public community college with its main campus in Battle Creek, Michigan; and,

WHEREAS, Ferris and KCC desire to collaborate to provide opportunities for continued education to KCC's graduates at Ferris;

AGREEMENT

NOW THEREFORE, the parties, desiring to articulate the nature of their collaboration, hereby agree to the following terms:

1. KCC's students who graduate with a cumulative grade point average of not less than a 2.00 on a 4.00 scale (hereinafter the "qualified student") may apply to Ferris. If the qualified student is admitted to Ferris, Ferris shall permit the qualified student to transfer all credits to Ferris: (1) for those courses that the qualified student received a grade of C (or a 2.00 on a 4.00 scale) or higher, and (2) for those courses that the qualified student received a grade of Pass (hereinafter a "Pass") for a course completed on a Pass or Fail basis, provided, however, that KCC's definition of a Pass does not include the equivalent of a grade lower than a grade of C (or a 2.00 on a 4.00 scale). Qualified students who have earned not less than fifty-six (56) credits shall be considered juniors for academic purposes at Ferris, provided, however, that such qualified students received a grade of C (or a 2.00 on a 4.00 scale) or higher, or a Pass, in such transferred credits. Ferris will not grant transfer credit to courses wherein the qualified student earned less than a C (or a 2.00 on a 4.00 scale) or earned a Fail.

2. Ferris and KCC establish their own admissions requirements and recognize and respect each other's autonomy in establishing such requirements. Although qualified students from KCC may meet the academic admissions requirements for Ferris, such qualified students may not be otherwise eligible for admission to Ferris. Ferris and KCC recognize that Ferris may refuse admission to any person who does not meet all admissions requirements set by Ferris.

3. This Agreement shall be for a term of three (3) years. Ferris or KCC may terminate this Agreement by providing the other party with written notice, by first class mail, of the termination of the Agreement. The Agreement shall terminate not less than one hundred eighty (180) days from the date of the termination notice, unless otherwise agreed in writing by the parties.

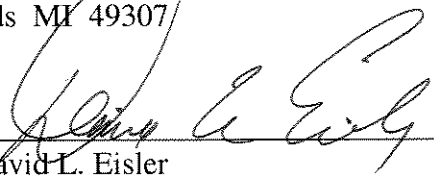
4. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Ferris and KCC. Without limiting the generality of the foregoing, no rights are intended to be created for any student, qualified student, as defined herein, parent or guardian of any student, or employer or prospective employer of any student.

5. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless the same is in writing and signed by the party to be charged.

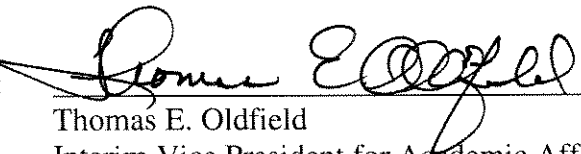
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written in the preamble to this Agreement.

FERRIS STATE UNIVERSITY:

1201 South State Street
Big Rapids MI 49307

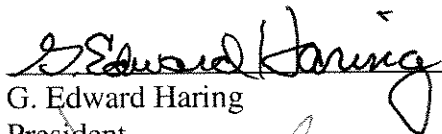
By: 
David L. Eisler

Its: President

By: 
Thomas E. Oldfield
Its: Interim Vice President for Academic Affairs

KELLOGG COMMUNITY COLLEGE

450 North Avenue
Battle Creek MI 49017-3397

By: 
G. Edward Haring

Its: President

By: 
Dennis Bona
Its: Vice President for Instruction