

REVERSE TRANSFER ASSOCIATE DEGREE INITIATIVE

between

FERRIS STATE UNIVERSITY

and

OAKLAND COMMUNITY COLLEGE



Ferris State University, a Michigan constitutional body corporate and institution of higher education located in Mecosta County, Michigan ("FSU") and Oakland Community College, a Michigan institution of higher education located in Oakland County, Michigan ("OCC") enter into this Reverse Transfer Agreement ("Agreement") as of July 18, 2013, effective Fall 2013.

1. Purpose and Goals.

This agreement is designed to facilitate the awarding of the associate degree via reverse transfer of credit from Ferris State University to Oakland Community College for students who have transferred from Oakland Community College.

OCC and FSU will maintain the integrity of their separate requirements and enter into this agreement as cooperating institutions.

2. Marketing & Awareness.

- A. FSU and OCC will both communicate to students regarding the availability of this Agreement.
- B. Promotional plans and materials relating to the Agreement will be subject to prior approval by both FSU and OCC.
- C. Students will be coded and tracked in the student information systems at both FSU and OCC.

3. Program Management. Management of the Program will be coordinated through FSU's Office of the Registrar and OCC's Office of the Registrar.

4. Advising. All advising for reverse transfer students seeking the OCC associate degree will be provided by OCC.

5. Registration, Exchange of Information and Transfer of Credits.

- A. Upon completion of 35 credits at FSU, and to the extent permitted by the Family Educational Rights and Privacy Act of 1974 and its implementing regulations (collectively, "FERPA") and FSU's FERPA policy, the FSU registrar will provide OCC's registrar with a list of undergraduate students (name, address and date of birth) who are either concurrently enrolled or transferred from OCC.
- B. OCC will review the list to ensure that a minimum of 40 credits at OCC were completed and that a degree has not already been earned at OCC.
- C. OCC will then notify students who meet these criteria in an attempt to begin steps for graduation determination.

- i. The student will be notified of the reverse transfer agreement and provided with information to complete an Application for Graduation. The notification will clarify that submission of the Application for Graduation will serve as the student's simultaneous approval for FSU to release the student's transcript to OCC.
 - ii. Upon receiving a completed Application for Graduation back from the student, OCC will request the transcript from FSU for evaluation and will determine if requirements of an associate degree have been completed by the student. If OCC degree requirements have been met, the student will be notified of eligibility, and graduation processing will occur for the student.
- D. FSU and OCC will work together to develop electronic data interchange information technologies to facilitate the disclosure of Student education records between the institutions.
- E. The transfer of credits between FSU and OCC will be processed pursuant to the policies and procedures of the institution that would be accepting the transfer credits.

6. Term and Termination.

- A. This agreement shall remain in effect until such time as either party wishes to terminate; notice of termination shall be given in writing at least 120 days prior to the effective date of termination.
- B. Qualified students applying to OCC or FSU during or after the semester of this document's signing shall be considered under this agreement.
- C. This Agreement will terminate automatically and without the necessity of any further action upon: (a) mutual written consent; or (b) the failure of either institution to cure a default in its performance of this Agreement within 30 calendar days of receipt of a notice of the default.

7. Miscellaneous.

- A. FSU and OCC will defend, indemnify, and hold each other, and the other institution's trustees, officers, employees, students, volunteers, agents, representatives and designees, in both their official and personal capacities, harmless from and against any and all claims, demands, suits, damages, judgments, liabilities, losses and expenses including without limitation property damage, personal or bodily injury to or death of any person, and reasonable attorneys' fees and expenses of litigation, to which one institution may become subject actually or allegedly arising out of or relating to: (a) any failure of the other institution to observe or perform any of the covenants, conditions, agreements or obligations observed or performed pursuant to this Agreement; and (b) any other act or omission of the other institution. Notwithstanding any provision in this Paragraph or this Agreement to the contrary, FSU's and OCC's defense, indemnity and hold harmless obligations are subject to and limited in all respects by the Michigan State Governmental Tort Liability Act, as amended, and nothing in this Agreement is intended to or can be deemed a waiver of governmental immunity by FSU or OCC. The obligations set forth in this Paragraph will survive expiration or termination of this Agreement.

- B. Neither institution may assign this Agreement without the other institution’s prior written consent. The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision. A waiver by either institution of any provision or breach of this Agreement will not waive any other provision or breach, nor will the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise. This Agreement contains the entire agreement between the institutions, and will be binding upon the institutions and their respective successors and assigns. No amendment to this Agreement will be effective unless it is in writing and signed by both institutions’ authorized representatives. This Agreement is for the sole and exclusive benefit of the institutions, and neither institution intends to create a benefit in favor of any Student, other person, entity or third party.
- C. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- D. Each signatory of this agreement agrees to:
 - i. Share student information in a manner that complies with the Family Educational Rights and Privacy Act guidelines, parameters of the law, and regional accrediting agencies;
 - ii. Develop a method to track the success of the initiative and share results on an annual basis;
 - iii. Develop and document the system, processes, and communication supporting the agreement; and
 - iv. Maintain and house and copy of this document in their respective offices.

FERRIS STATE UNIVERSITY

By: August 12, 2013
 David Eisler, DMA, President
 Ferris State University

Dated: August 12, 2013

OAKLAND COMMUNITY COLLEGE

By: July 30, 2013
 Richard E. Holcomb, Ph.D., Vice
 Chancellor, Academic and Student
 Affairs

By: July 30, 2013
 Martin A. Orlowski, Executive
 Director of Curriculum and Student
 Learning

By: July 30, 2013
 Stephen M. Linden, Registrar

Dated: July 30, 2013