

**Memorandum of Understanding
For
Mott Community College to UM-Flint Transfer Pathway**

Between

**The Regents of The University of Michigan
On behalf of
The University of Michigan-Flint
And
Mott Community College**

This Mott Community College to UM-Flint Transfer Pathway Agreement (“Agreement”) made this 30th day of June 2023 by and between the Regents of the University of Michigan on behalf of the University of Michigan -Flint (hereafter referred to as “UM-Flint”), whose address is 303 East Kearsley Street, Flint, Michigan, 48502, and Mott Community College (hereafter referred to as “MCC”), whose address is 1401 E. Court St., Flint, Michigan, 48503, to share certain administrative responsibilities described herein. The following terms and conditions of this Agreement shall be observed.

UM-Flint and MCC intend by this Agreement to set forth the terms and conditions of engaging in an enhanced collaborative educational collaboration that: 1) facilitates the seamless transfer of students from MCC who earn an Associate Degree to pursue and earn their Bachelor’s degree at UM-Flint (“Transfer Students”), and 2) to jointly admit students at MCC and UM-Flint to improve enrollment and successful graduation at both academic institutions (“Joint Students”) under the specified terms and conditions of this Agreement. UM–Flint and MCC may be referred to herein as a “Party” and collectively “Parties”.

**Article I
Agreement on Program Integrity**

The Parties will maintain the integrity of their separate academic programs and enter into this Agreement as equal and cooperating partner institutions.

**Article II
Agreement on Principle**

This Agreement between UM-Flint and MCC is intended to support both Transfer Students and Joint Students (collectively “Students”) at MCC and UM-Flint. Through this collaboration, we will facilitate joint degree options in various disciplines, and by doing so, Students will have seamless pathways to complete their degree at MCC and UM-Flint. Any credits transferred from MCC will count toward the total credit hours required for the UM-Flint bachelor’s degree.

Article III

Agreement of Program Articulation

Transfer Students under this Agreement will be required by UM-Flint to complete UM-Flint's standard application for admission, submit all required documents, and be admitted to UM-Flint based on the university's standard admission criteria. Transfer Students who apply to UM-Flint within one UM-Flint academic year after completion of a MCC Associate degree—with a GPA of at least 2.0 (and possibly higher for some academic programs) and in good academic standing with MCC—will be deemed by UM-Flint to have met UM-Flint's academic standards for admission. Final admissions decisions will be subject to any other non-academic standards in effect at UM-Flint at the time of application.

Joint Students will maintain their engagement with UM-Flint throughout their educational experience at MCC. A UM-Flint-MCC liaison will engage with Joint Students each semester to assess their progress and maintain engagement. Joint Students who have successfully met the requirements under *Mott Community College to UM-Flint Transfer Pathway*, as defined in Article VIII (Student Success), will be deemed by UM-Flint to have met UM-Flint's academic standards for admission. Final admissions decisions will be subject to any other, non-academic standards in effect at UM-Flint at the time of continued admission under this program.

Article IV

Agreement on Communication

The Parties agree to cooperate in communication with each other and with common and respective communities 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 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 Joint Students and admissions advising to prospective Transfer Students. Joint efforts in marketing the program and student recruiting will be pursued, provided that 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 and each Party may provide on its website a link to the other Party's website.

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., MCC and UM-Flint will share data on student achievement to assess program effectiveness. UM-Flint and MCC agree to communicate annually any curriculum changes or policies that affect the agreed-upon Agreement. Responsibility for communication related to this Agreement will rest with the individuals appointed under Article V.

The Parties may amend or revise this Agreement by mutual consent in writing.

Article V
Agreement and Review Body Procedures

The MCC Vice President of Student Academic Success and the UM-Flint Provost and Vice Chancellor for Academic Affairs, or their designees, will appoint one or more faculty administrators to serve as points of contact for the implementation of this Agreement, and to 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 each respective institution.

Article VI
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 responsible for the development and design of its own curriculum. Changes on the part of either Party will/may necessitate review of this document.

Article VII
Agreement not to Discriminate

Each Party covenants and agrees that it does not discriminate on the basis of race, creed, color, age, sex/gender (including sexual orientation, gender identity, and gender expression), or national origin and that it complies with the Americans with Disabilities Act of 1990.

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

Article VIII
Student Success

UM-Flint and Mott Community College agree to work for Student success under this Agreement as follows:

1. Both institutions will engage with Students to create a community of belonging.
2. Both institutions will align curriculum pathways to ensure that all courses and credits transfer to eligible Students' selected degree programs. This alignment will be done in compliance with the statewide Michigan Transfer Agreement.
3. Prior to transfer from MCC to UM-Flint, the Transfer Student must have achieved a minimum cumulative GPA of 2.0. A higher GPA may be required for some academic programs, along with grades earned within the declared program of study/major, and/or earned transfer credits.

4. Students who have met the requirements in number 3 above will be admitted to UM-Flint provided they apply to UM-Flint within one (1) UM-Flint academic year after earning the required MCC Associate Degree and otherwise meet all UM-Flint admissions requirements in effect at the time of their application.
5. The Parties agree that Students will have access to individual academic and career advising while at MCC or UM-Flint.
6. The Parties acknowledge MCC Transfer Students earning Associate of Arts (AA) or Associate in Science (AS) degrees will also have satisfied all requirements of the statewide Michigan Transfer Agreement. MCC students earning other associate degrees may have met some or all requirements of the statewide Michigan Transfer Agreement prior to transfer to UM-Flint.
7. Both Parties will provide to these eligible Students free career support services and also provide other internships, and job opportunities. However, only the institution in which a Student is matriculated can receive federal financial aid.
8. The Parties will update their websites, applications, and orientation information to include these two Student opportunities.
9. Nothing in this Agreement is intended to prohibit any of these eligible Students from qualifying for special scholarship opportunities at either institution.
10. The Parties will further agree on shared resources that will be made available to Joint Students.

Article IX Entire Agreement

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

Article X Amendment/Modifications/or Terminations Provisions

The Parties 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 all Parties or their Successors.

This Agreement will be in effect immediately upon signature. The term of the Agreement will be for six (6) years unless either Party notifies the other in writing by December 31 of the year preceding the last year of the Agreement of their intention to renegotiate or of non-renewal of this Agreement. In the event that this Agreement must be terminated, all students currently enrolled in the program shall be allowed to complete the program as described.

Article XI Indemnification

Each Party shall, to the extent permitted under Michigan law, defend, indemnify, and hold harmless the other Party, its board members, in their professional capacities, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying Party's acts or omissions under this Agreement for which the indemnifying Party would be liable in law or equity. The indemnifying Party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other Party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying Party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying Party or the indemnifying Party has not or will not pay the money required for resolution, the Parties shall cooperate regarding defense and settlement.

Article XII Force Majeure

Neither MCC nor UM-Flint shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the Party ("Force Majeure Event"). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the Party shall: (a) as soon as practicable notify the other Party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for UM-Flint. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) calendar days following notice by the delaying Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice.

Article XIII Controlling Laws/Jurisdiction/Dispute Resolution

Before resorting to external dispute resolution mechanisms, the Parties shall attempt to settle any disputes via negotiation in relation to this Agreement.

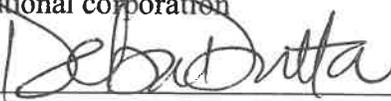
This Agreement shall be deemed to be made under the laws of the State of Michigan and for all purposes shall be construed in accordance with the laws of the State of Michigan without regard for principles of choice of law.

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, and 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.

****Signatures on the next page****

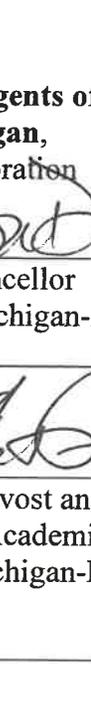
The signatories below warrant they are authorized to enter into this Agreement on behalf of their respective Parties.

**On behalf of the Regents of the
University of Michigan,**
a constitutional corporation



Debasish Dutta, Chancellor
The University of Michigan-Flint

Date: _____



Sonja Feist-Price, Provost and Executive
Vice Chancellor for Academic Affairs
The University of Michigan-Flint

Date: _____

Mott Community College



Beverly Walker-Griffiea, President
Mott Community College

Date: _____



Jason Wilson, Vice President of Student
Academic Success
Mott Community College

Date: _____