

MEMORANDUM OF UNDERSTANDING

BETWEEN

MCDOWELL TECHNICAL COMMUNITY COLLEGE, MARION, NORTH CAROLINA

AND

MARS HILL UNIVERSITY, MARS HILL, NORTH CAROLINA

I. PARTIES

This Memorandum of Understanding “MOU,” is made and entered into by and between Mars Hill University (MHU or the University) and McDowell Technical Community College (McDowell Tech or MTCC), collectively referred to as the “Parties.”

I. BACKGROUND

Mars Hill University is a private, four-year liberal arts institution that challenges and equips students to pursue intellectual, spiritual, and personal growth through an education that is grounded, connected, and committed. McDowell Technical Community College is dedicated to student success, and a quality education that enhances academic, workforce, and personal development. The Parties are located in the mountains of Western North Carolina and serve prospective students in McDowell County, Madison County, Western North Carolina, and the State of North Carolina.

II. MOUNTAIN LION- MCDOWELL PROMISE

Mars Hill University and McDowell Tech Community College will create and administer a program on each Party’s campus called the Mountain Lion-McDowell Promise: A Direct-Entry Admissions Program (the “MLMP”). The MLMP name may be changed upon the mutual written consent of both Parties. The Direct-Entry Admissions Program discussed within this MOU pertains to admission to the University and not to a specific degree program. MHU offers some programs of study that require separate admission criteria, standards, policies, processes, and deadlines from general University admission.

The MLMP will allow currently enrolled McDowell Tech students a direct-entry pathway to Mars Hill University available upon graduation from McDowell Tech. Students who wish to participate in the MLMP program must satisfy the following conditions:

- Be a currently enrolled student at McDowell Tech Community College in a degree-seeking capacity;
- Submit MHU application for admission and disciplinary forms by MHU deadlines;
- Submit application fee or waiver and fulfill all commitment actions steps;
- Be in good academic standing at McDowell Tech and other institutions attended;
- Demonstrate good citizenship and conduct;

- Earn and maintain a minimum cumulative GPA of 2.0 at McDowell Tech Community College;
- Earn an Associate's degree from McDowell Tech in a college transfer program or in an applied program for which an articulation agreement exists;
- Enroll at MHU within one academic year (within the next two regular terms (fall/spring semesters) of completion of the Associate's degree.

While enrolled at McDowell Tech Community College, students will identify their interest in the Mountain Lion-McDowell Promise by completing a brief online form provided by MHU. There is no MLMP participation fee. Students who discontinue their participation will be expected to transition to Mars Hill through regular admission channels. Students who enroll at another college or university after their McDowell Tech enrollment also will be expected to transition to MHU through regular admission channels.

The Mountain Lion-McDowell Promise affords McDowell Tech students access to information about academic programs, transfer pathways, faculty, and staff at the MHU campus who will facilitate their transition to MHU. The MLMP prioritizes the ability to receive admission, financial aid, registration, and orientation communications early in the transfer process, which sets up McDowell Tech students for maximum success at both institutions.

The Mountain Lion-McDowell Promise requires completion of the Associate's degree from McDowell Tech Community College for guaranteed admission. In cases where MLMP participants matriculate prior to completing the Associate's degree, a Reverse Transfer Process provides the opportunity for students to complete their Associate's degree after transferring to MHU.

RESPONSIBILITIES OF BOTH PARTIES

- Disseminating information about the Mountain Lion-McDowell Promise to McDowell County, Madison County, McDowell Tech communities, Mars Hill University communities, and statewide;
- Raising awareness of the MLMP with relevant members of the McDowell Tech Community College and MHU campus communities;
- The University Transfer Advising Coordinator at McDowell Tech Community College will work in concert with the identified primary point of contact at Mars Hill University in the development and maintenance of the program. The McDowell Tech Community College Transfer Advising Coordinator also will serve as the point person for MHU representatives while they are on campus;
- Developing and providing an online registration form for McDowell Tech students to express interest in the Mountain Lion- McDowell Promise Program;
- Providing faculty and staff to serve on the Mountain Lion- McDowell Promise program committee;
- Providing real-time resource and information to McDowell Tech students, on the McDowell Tech campus, for students who express interest in the MLMP;
- Developing and maintaining a list of students who register to participate in the MLMP;
- Communicating with students who register to participate in the MLMP;

- Providing guest speaker access to McDowell Tech students for services and opportunities that will be available after transitioning to the MHU campus. Examples of guests that could be made available to McDowell Tech students include, but are not limited to, academic program chairs, faculty, academic advisors, admission and financial aid counselors, student life staff, and student success representatives. This provision does not imply that instructional time will be provided for guest-speaker access.

McDowell Technical Community College will be responsible for:

- Assisting McDowell Tech Community College students pursuing the benefits of the Mountain Lion-McDowell Promise to fulfill the requirements for admission to MHU;
- Educating participants as to program-level admission opportunities and requirements;
- Complying with all applicable Federal and State laws and McDowell Tech policies, including but not limited to those related to financial aid;
- Working collaboratively with MHU staff assigned to serve on the Mountain Lion-McDowell Promise program committee.

Mars Hill University will be responsible for:

- Advising and assisting McDowell Tech Community College students pursuing the benefits of the Mountain Lion- McDowell Promise in fulfilling the requirements for admission to MHU;
- Educating participants as to program-level admission opportunities and requirements;
- Complying with all applicable Federal and State laws, MHU policies, including but not limited to those related to financial aid;
- Disseminating information about the MLMP to members of the MHU campus community;
- Providing representatives assigned to administer the MLMP;
- Disseminating information about the Mountain Lion-McDowell Promise to candidates for admission who are not offered admission directly to MHU about the possibility to participate in the MLMP as a student at McDowell Tech Community College;
- Guaranteeing admission for applicants from McDowell Tech Community College who suffices all requirements in the above agreement.

III. NOTICE

The Parties designate the following individual(s) to administer and oversee the Mountain Lion-McDowell Promise on behalf of his/her Party.

- A. For McDowell Technical Community College: Julie Padgett, Director of Enrollment Management. Email: jpadgett@mcowelltech.edu. Phone: (828) 652-0631.
- B. For Mars Hill University: Kara Mugrage, Transfer, Adult, and Graduate Admissions Counselor. Email: kmugrage@mhu.edu. Phone: (828) 689-1206.

IV. TERM AND TERMINATION

The term of this MOU shall be for a period of four (4) years beginning on the date that it is fully executed by all Parties. The MOU may be renewed for additional four (4) year terms upon the mutual written consent of the Parties.

Either Party may, for any reason, terminate this MOU with sixty (60) days prior written notice to the other Party. If the MOU is terminated, McDowell Tech students who had submitted a transfer application prior to the termination date will still be eligible to participate in the Mountain Lion-McDowell Promise.

V. MODIFICATION

This MOU may be amended or modified at any time upon mutual written consent by the Parties.

VI. GOVERNING LAW

This MOU is subject to applicable Federal and North Carolina State law. It is also subject to policies and regulations of Mars Hill University, and the policies and regulations of the North Carolina Community College System.

VII. RELATIONSHIP OF PARTIES

It is expressly acknowledged by the Parties that they are independent contractors and nothing in this MOU is intended or shall be construed to create an employer/employee relationship, partnership or joint venture relationship so as to allow one Party to exercise control or direction over the manner or method by which the other Parties perform the services which are the subject matter of this MOU. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other Party. Neither Party, nor any other person performing services on behalf of such Party pursuant to this MOU, shall have any right or claim against the other party for Social Security benefits, workers' compensation benefit, disability benefits, unemployment insurance benefits, health insurance benefits, paid time off, or any other employee benefit.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the last written date below.

McDowell Technical Community College, Marion, North Carolina
Dr. John Gossett, President

Date

Mars Hill University, Mars Hill, North Carolina
Tony Floyd, President

Date