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UNIVERSITY CENTER

Northwestern Michigan College
University Center

MEMORANDUM OF UNDERSTANDING

NMC
University
Center

Opening New Doors

NORTHWESTERN MICHIGAN COLLEGE
UNIVERSITY CENTER

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made by and between Northwestern Michigan College (hereinafter referred to as "NMC") and Michigan State University (hereinafter referred to as "MSU")

WHEREAS Northwestern Michigan College (NMC) is creating the NMC University Center in response to the educational and economic development needs of the citizens of northwest Michigan; and

WHEREAS NMC, through the University Center, will serve as host to colleges and universities providing educational programming beyond the associate degree level; and

WHEREAS the citizens of northwest Michigan (particularly the citizens of Antrim, Benzie, Grand Traverse, Kalkaska, and Leelanau counties) have made personal, corporate, and public contributions to NMC for the University Center in order to ensure that quality educational programming is provided which serves their needs; and

WHEREAS MSU wishes to provide educational programming in northwest Michigan and MSU and NMC recognize the mutual benefits of inter-institutional cooperation in providing these programs,

NMC and MSU HEREBY ESTABLISH THE FOLLOWING UNDERSTANDINGS:

Article I
University Center Institutions

NMC, through its University Center, and MSU agree to provide advanced educational programming beyond the associate degree as outlined in the understandings described below NMC will also be entering into the same arrangements with other colleges and universities.

NMC will provide current copies of all documents referenced herein.

Article II
Principles

Academic Courses and Programs

Academic Calendars It is understood that University Center Institutions' academic calendars may differ, however, efforts will be made toward inter-institutional coordination of course offerings and class schedules in the University Center whenever possible

Residency Requirements. Students enrolled in a program offered by MSU through the University Center will be permitted to meet all main campus residency requirements of MSU through its courses in Antrim, Benzie, Grand Traverse, Kalkaska, or Leelanau counties

Transferability of Courses MSU will assure the transfer of academic credit consistent with its policies and with any of its articulation agreements in effect at the time of transfer

Tuition and Fees All tuition and fees assessed for MSU programs which are part of the University Center will be those of MSU and will generally reflect charges levied for such courses and programs by that institution for similar programs at other main campus or off-campus sites MSU may determine its own off-campus fees for programs and services

University Center Operations

Evaluation Because NMC is obligated to the public and private sponsors of the University Center and because NMC and MSU are dedicated to the development of a University Center which meets the educational and economic development needs of the region, MSU and NMC shall cooperate in an annual evaluation of the University Center MSU and NMC agree to collect and provide data necessary to complete the annual evaluation In this regard, NMC and MSU shall comply with the Family Education Rights and Privacy Act.

Flag and Seal MSU shall provide a flag and seal of agreed upon specifications for display purposes at the University Center

Handicapped Student Access MSU will be responsible for any required course-related services to its handicapped students under the Americans with Disabilities Act. NMC will be responsible for ensuring building and classroom accessibility under the Americans with Disabilities Act

Information Materials MSU will provide NMC with information for use in publications and for distribution to current NMC students or prospective MSU students. NMC will provide MSU with information for use in publications and for distribution to current or prospective students Publications shall include schedule of courses, guide to the University Center and information packets for prospective

students which describe the academic preparation necessary for enrollment in the programs listed in Article III.

Staff/Reception Services and Support. MSU will assign staff, including administrative, clerical, and/or advising personnel and other necessary staff on a full-time, part-time, or rotating basis, as it deems appropriate to provide quality support to its program(s) MSU may cooperate with NMC and University Center Institutions in the provision of shared support staff/reception services. MSU is encouraged to engage qualified NMC professional staff where feasible. No joint employer relationship between NMC and MSU is implied by this agreement

State and Local Codes and NMC Policies. MSU and NMC shall observe all applicable state and local codes and NMC policies. A University Center operational guidebook drafted by NMC in consultation with MSU will include provisions regarding health and safety, smoking, parking and security arrangements, emergency procedures, and school closing policies. The operational guidebook shall be considered standard procedure and subject to revision as necessary to enhance program success

University Center Logo. Any advertising or publications regarding MSU programs through the NMC University Center only will carry the NMC University Center logo in a prominent location

Student Services

MSU agrees to provide student services to MSU students at the University Center and to coordinate such services with NMC and other University Center Institutions

Financial Aid MSU students' eligibility for financial aid will be determined by MSU in accordance with MSU's financial aid procedures

Graduation Ceremonies Should MSU be interested in a local graduation ceremony, MSU will cooperate with other University Center Institutions and NMC in a joint planning effort

Student Activities MSU, other University Center Institutions, and NMC will establish a joint approach to student activities and events Participation in such activities and events will be open to all NMC and University Center students whenever possible MSU reserves the right to determine its level of participation or sponsorship

Student Admissions MSU is responsible for student admissions to its programs. A coordinated admissions process between MSU, NMC and University Center Institutions which permits the identification of potential students for University Center programs and provides opportunities for dual enrollment will be pursued and developed as feasible.

Student Advising Academic advising, counseling, and transfer services will be the responsibility of MSU for current and prospective MSU students. Such activities may also be coordinated between MSU, NMC and University Center Institutions as feasible

Article III
Programs and Courses

University Center programming will include baccalaureate and graduate credit programs (degree and certificate) and non-credit offerings

Degree Programs and Courses
MSU will provide the following programs through the University Center.

- Master's Program in Curriculum and Teaching
- Master's Program in Engineering (Electrical, Mechanical, Computer Science)

If MSU decides to postpone or to not offer a program, then MSU shall notify NMC prior to the start of classes in Fall, 1995. After classes start in Fall 1995, programs will be added or discontinued in accordance with the guidelines outlined in this article Changes to the list of programs above will not necessitate revising the "Memorandum of Understanding"

All academic degree programs offered by MSU in Antrim, Benzie, Grand Traverse, Kalkaska, or Leelanau counties will be included under this agreement or addenda thereto. MSU will offer these programs so that a student may earn a degree in that program in a reasonable period of time as determined by MSU. Courses will be taught in NMC facilities or through NMC's distance education technologies, unless special conditions prevail and mutual agreement is reached with NMC. Arrangements must be made with NMC if MSU wishes to teach courses at sites included under the Shared Use Agreement between NMC, Traverse Bay Area Intermediate School District, and Traverse City Area Public Schools

If MSU offers courses or training programs in this five-county area outside of the purview of the NMC University Center, it is understood that MSU will inform the other University Center Institutions and NMC, through the Dean of the University Center, about the courses or programs in advance of said offerings It is understood that MSU courses and training programs offered in Antrim, Benzie, Grand Traverse, Kalkaska, or Leelanau counties and outside the purview of the University Center shall not be identified with the NMC University Center unless special conditions prevail and mutual agreement is reached with NMC

NMC Associate Degree Programs
For the purposes of smooth transition and transfer, the completed associate degree, including fulfillment of the Michigan Association of Collegiate Registrars and Admissions Officers (MACRAO) "Transfer Agreement," is the *preferred* basic

requirement for admission to the above programs at the baccalaureate degree level MSU agrees to *consider* exceeding its credit transfer limit for NMC graduates where there are course equivalents between NMC and MSU and where it is beneficial to both MSU and NMC

MSU shall not offer first- or second-year courses through the University Center or in Antrim, Benzie, Grand Traverse, Kalkaska, or Leelanau counties unless special conditions prevail and mutual agreement is reached with NMC MSU will inform NMC about any lower division courses not offered by NMC but required by MSU for its bachelor's degree program(s) at the University Center MSU will allow NMC first opportunity to develop and offer such lower division courses within a timeframe for students to complete the requirements of the MSU program

MSU agrees to cooperate with other University Center Institutions and NMC in coordinating upper division general education/liberal arts offerings.

New Credit Programs at the University Center

The development and implementation of new credit programs at the University Center will be determined by public demand and emerging needs. Based upon regular, systematic assessment of the educational needs and priorities in northwest Michigan, Requests For Proposals (RFPs) will be prepared for distribution to University Center Institutions and to other public and private, four-year colleges and universities, as deemed appropriate by the Coordinating Committee (see below) The Academic Programming Council (see below) will review the proposals and in consultation with NMC recommend to NMC which institutions should offer new credit programs at the NMC University Center

University Center Institutions and other four-year institutions of higher education may also submit proposals for new credit programs at the NMC University Center, independent of the RFPs Said proposals shall be submitted through the Dean of the University Center to the Academic Programming Council.

In the event that an academic programming need is not fulfilled by MSU or another University Center Institution, the Dean of the University Center may engage other higher education institutions to provide said programming

Program Discontinuation

When a decision is made to discontinue a program or cease accepting new cohorts or applicants, the following steps shall be taken:

1 MSU will provide the Dean of the University Center prior written notice of cancellation, including a final cancellation date, and will notify all students currently admitted to the program
2 The final cancellation date shall be set at the end of an academic term (i e., semester or quarter), with notice of at least one academic term.

If a program offered through the University Center must be canceled, MSU will make reasonable efforts to provide alternate means for students currently admitted to the program to complete the program or its equivalent through either MSU or another University Center Institution NMC will also continue to provide MSU with all facilities and services provided for in this document until the final cancellation date.

Non-credit Courses and Programs

Whenever possible, University Center Institutions are encouraged to work with NMC's Extended Educational Services division and Center for Business and Industry to identify opportunities for collaboration A Task Force on Non-credit Courses, composed of representatives from NMC and University Center Institutions and the Dean of the University Center, will meet as necessary to review proposals for non-credit courses through the University Center. Non-credit courses and offerings which have been reviewed and recommended by the Task Force on Non-credit Courses will receive priority consideration for access to NMC facilities and services and distance education classrooms On questions related to potential conflict between proposed non-credit courses and existing NMC courses, NMC shall have the right to refuse use of its facilities for said non-credit courses.

Independent Study

Independent study programs and internships are exempt from this agreement.

Article IV
Program Operations

Coordinating Committee (CC)

MSU will designate a representative to serve on the University Center Coordinating Committee The University Center Coordinating Committee will meet on a regular basis to review operations, recommend schedules, review problems, anticipate future needs, and serve as an advisory committee to NMC

Task Forces will be formed by the Coordinating Committee. Each task force will inform the Coordinating Committee of plans, activities, recommendations, and outcomes as they develop The Dean of the University Center will serve as the official liaison between the Coordinating Committee, task forces and other groups working on special projects related to the University Center.

Academic Programming Council (APC)

The APC will review and deliberate upon issues related to academic programming at the NMC University Center. The APC will be comprised of one representative from each University Center Institution Representatives should have authority to make recommendations on behalf of their respective institution's office of the provost or office of the vice president for academic affairs regarding four-year academic degree programs in northwest Michigan

Article V
Space, Charges, and Services

Basic Space and Services Provided to Institutions

NMC will provide MSU with the basic space and services outlined in Appendix A The location and operation of such basic space and services will be determined by NMC in consultation with MSU. In return, MSU agrees to pay the basic access fee identified in Appendix B. Billing shall be quarterly.

Additional Space and Services Available to Institutions

MSU will be assessed a rental rate for additional office space, classroom usage, and laboratory usage according to the fee schedule outlined in Appendix B. Billing shall be quarterly.

MSU will be billed quarterly for the following services based upon actual usage at NMC's cost copying/duplicating, telephone calls, special media equipment and personnel, special computer connections, and postage/shipping. Currently, parking at the University Center is provided as part of the basic access fee. Parking on most lots at the NMC main campus requires an annual permit This permit shall be available to University Center Institutions' faculty and staff for the same fee paid by NMC faculty and staff

Services Provided to Students

Students of MSU have access to the following services, and will be charged for such services on a basis similar to NMC students parking, library use, residence halls/student apartments, computer laboratories, cafeteria.

Rental and service fees will be examined annually by NMC Adjustments to said fees will be made by NMC in consultation with MSU.

Insurance Requirements

MSU and NMC will maintain and exchange copies of their respective certificates for comprehensive general liability, employer's liability, property damage, and worker's compensation insurance covering programs and employees related to University Center operations In addition, MSU shall keep in full force and effect, at its sole cost and expense, tenant's insurance or equivalent NMC shall receive a copy of the certificate of insurance from the insurance company providing coverage All personal property or property of MSU kept, stored, or maintained upon or in the leased premises shall be kept, stored, or maintained at the sole risk and responsibility of MSU. NMC shall maintain comprehensive property damage and liability insurance with respect to its facilities utilized by the University Center Institutions' programs and operations MSU shall receive a copy of the certificate of insurance from the insurance company providing coverage.

Article VI
Governance

Issues will be resolved by consensus of the Coordinating Committee

In accord with the constitution or autonomy granted each institution, acceptance or rejection of the Committee recommendations remains within the discretion of the involved institutions.

Article VII
General Provisions

MSU shall indemnify and hold harmless NMC from any and all claims, liabilities, damages and costs (including attorney fees, but excluding any settlement costs unless agreed to in writing in advance by MSU) for injury or death of any person and damage to or loss of any property resulting from the negligent act or omission of MSU, its trustees, officers or employees while acting within the scope of their employment and pursuant to the Memorandum or its agents while acting pursuant to this Memorandum.

NMC shall indemnify and hold harmless MSU from any and all claims, liabilities, damages and costs (including attorney fees, but excluding any settlement costs unless agreed to in writing in advance by NMC) for injury or death of any person and damage to or loss of any property resulting from the negligent act or omission of NMC, its trustees, officers or employees while acting within the scope of their employment and pursuant to the Memorandum or its agents while acting pursuant to this Memorandum

In the performance of their respective duties and obligations under the Memorandum, each party will be an independent contractor, and neither will be the agent, employee or servant of the other, and each will be responsible only for its own conduct

This Memorandum is intended solely for the mutual benefit to MSU and NMC and does not create any rights for any third parties, including students

Each party shall be separately responsible for compliance with all federal and state non-discrimination laws. This contract term includes the applicable section of the Michigan Handicappers' Civil Rights Act (PA 1976, No. 220), being MCLA, Section 37.1101 et seq) and , in particular, the provision that illegal discrimination by the parties may be considered a material breach of this Memorandum

Any notice under this Memorandum shall be directed to

NMC: Dean, University Center
Northwestern Michigan College
1701 E Front Street
Traverse City, MI 49686

MSU:

This Memorandum shall be construed and enforced in accordance with the laws and decisions of the State of Michigan.

The persons signing this Memorandum warrant that they are authorized to sign on behalf of their institutions

Article VIII
Termination of "Memorandum of Understanding"

Either party may terminate this "Memorandum of Understanding" upon prior written notice of at least one academic term (i.e , quarter or semester) prior to the date of termination Termination will be effective at the end of the academic term in which the date of termination falls. Provision for students currently admitted into programs affected by such termination will be governed by Article III, "Program Discontinuation," of this document

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IN SIGNING THIS AGREEMENT EACH PARTY BELOW ACKNOWLEDGES AND ACCEPTS THE PROVISIONS OF THIS MEMORANDUM OF UNDERSTANDING.

MICHIGAN STATE UNIVERSITY

Signature of President or Designee
M. Peter McPherson, President

February 13, 1995
Date

NORTHWESTERN MICHIGAN COLLEGE

Signature of President or Designee

2/14/95
Date

OFFICE OF THE GENERAL COUNSEL
APPROVED AS TO FORM

APPENDIX A

Basic Space and Services Provided to MSU by NMC

The following basic space and services will be provided by NMC to University Center Institutions as part of the basic access fee

Space

One office at University Center campus facility (approximately 120 square feet);
Cabinets for storage space,
Conference and meeting room access (subject to availability);
Study lounge for NMC and University Center Institutions' students;
Access to shared office for visiting faculty and staff.

Equipment

Telephone service (subject to charges based on actual usage);
Shared copier equipment and access to campus copying/duplicating services (subject to charges at cost recovery rate),
Basic classroom media equipment (video distribution, overhead projector).

Services

Campus mail delivery/distribution,
Cafeteria/vending service;
Campus security, including evenings and weekends,
Access to library shelf space and services (inter-library loan, search service);
Custodial and maintenance services;
Utilities;
Comprehensive property damage and liability insurance coverage on facilities,
Reduced rates for access to

- bookstore services,
- NMC flight service for University Center business (subject to charges);
- Park Place Hotel accommodations and services (subject to charges);
- NMC Media Services' non-print collection and media ordering service.

Technology/Distance Learning Network

Internet/data connection for e-mail, MichNet, and basic computer connection;
Access to regional distance learning network and classrooms at reduced rate;
Technology support for network, computer lab equipment (subject to charges for space rental)

Other

Student, faculty and staff parking (subject to annual permit fee on NMC main campus),
University signage,
Notification of local media and MSU in the event that NMC and University Center classes are canceled due to inclement weather or other emergency;
Access to residence halls and apartments for student or conference use (subject to charges)

APPENDIX B
Fees*
1995-96 Fiscal Year

Basic Access Fee
The annual access fee for 1995-96 is $4,000.

Fees for Space Rental

Item	Per Credit Per Semester	Per Classroom Contact Hour	Per Day	Per Sq Ft Per Year
Classroom (including basic media equipment)	$100	$10		
Computer classroom (includes consumable supplies)	250		100**	
Laboratory classroom	150	20		
Interactive classroom***	460	36		
Site facilitator (optional)/ class session (< 4 hrs)			20	
Satellite classroom (includes room, equipment, phone, and technician) (does not include charges for toll calls)		12		
Additional office space, as available (no additional utility charges)				12

* Fees may be paid through in-kind services and equipment as separately negotiated between NMC and MSU

** computer classroom is $100 for full day (> 4 hours) and $50 for a half day (< 4 hrs)

*** Add a $3 50 per classroom per contact hour fee for each extension site (to cover the costs of site transmission/reception)

NOTE Interactive classroom fees per semester are below actual cost due to NMC grants

University Center expenditures and revenues will be reviewed each year and access and rental fees will be adjusted accordingly

MSU is exempt from fees for interactive classrooms through 1995 in accordance with the Letter of Understanding dated January 8, 1993

Michigan State University
College of Agriculture and Natural Resources
and
Northwestern Michigan College

Associate of Applied Science and Certificate Plant Science Program

MEMORANDUM OF UNDERSTANDING

It is within the framework of the original University Center Memorandum of Understanding (copy attached) made by and between Northwestern Michigan College and Michigan State University, signed by Presidents Timothy Quinn (NMC) and M. Peter McPherson (MSU) in February, 1995, that this memorandum of further understanding is written.

Michigan State University's College of Agriculture and Natural Resources (MSU CANR) and Northwestern Michigan College agree to provide a new interinstitutional instructional program in Applied Plant Science. The specific courses and program requirements which make up this joint offering in cooperation with Northwestern Michigan College's University Center, in Traverse City, are outlined in Appendix A. Our interinstitutional understanding includes the following major points:

Applied Plant Science Certificates: Fruit Production; Landscape/Nursery; or Turfgrass Management

1. Michigan State University's College of Agriculture and Natural Resources, with instructional coordination provided by its Institute for Agricultural Technology, will offer the necessary coursework for three certificate programs: fruit production; landscape/nursery; and turfgrass management.

2. MSU courses needed to complete each of these certificates will be scheduled on an advanced seven semester cycle, beginning in Fall Semester 1995 and concluding Spring Semester 1998 (please see the attached program options and course requirement roster).

3. Northwestern Michigan College will provide the necessary coursework for the three certificate programs, including developmental and prerequisite coursework and student tutoring support which Applied Plant Science students may need to enroll in required NMC English composition and science courses.

Associate of Applied Science in Plant Science Degree

4. Northwestern Michigan College will provide an Associate of Applied Science in Plant Science degree for those students who wish to add NMC's AAS degree to the MSU certificate program coursework. NMC agrees to accept all MSU certificate coursework in transfer.

5. Michigan State University's College of Agriculture and Natural Resources will provide Northwestern Michigan College with an articulation and description of the University's course equivalencies, based on its current curriculum guidelines, where such equivalencies and guidelines are available.

Michigan State University College of Agriculture and Natural Resources Applied Plant Science Program Coordinator @ NMC University Center, Traverse City

6. Michigan State University's College of Agriculture and Natural Resources agrees to designate an Applied Plant Science program coordinator, in Traverse City, for the purpose of student recruitment, curriculum coordination, workplace internship placements, certificate coursework review, academic advising assistance and support to the NMC-MSU Applied Plant Science Advisory Committee (a fifteen member plant science industry- and agency-represented group).

Northwestern Michigan College Program Representative and Academic Advisor

7. Northwestern Michigan College agrees to designate an Applied Plant Science program representative to serve as a single point of contact for the MSU program coordinator and for prospective students. The NMC program representative, working together with the MSU program coordinator and the MSU NORTH staff, will coordinate interinstitutional communication and information regarding admissions and enrollment status, financial aid application and verification (via MSU's Student Information System), as well as course scheduling. NMC will also appoint a academic advisor, from its Science and Mathematics Division, to work directly with students in the Applied Plant Science program.

Northwestern Michigan College and MSU College of Agriculture and Natural Resources' Institute of Agricultural Technology Admissions, Dual Enrollment and Financial Aid

8. Applied Plant Science students will apply simultaneously for admission to both Northwestern Michigan College and the Michigan State University College of Agriculture and Natural Resources' Institute of Agricultural Technology, permitting them to enroll in the required coursework offered by both institutions.

9. Michigan State University and Northwestern Michigan College, together, agree to cooperate in the administration of financial aid for those students enrolled in the Applied Plant Science program (dual admission) and who are eligible for assistance. The guiding operational principle is that Northwestern Michigan College will act as the host institution and will assume responsibility for Applied Plant Science students who are seeking either the certificate (MSU) or the Associate of Applied Science degree (NMC), or both.

   Northwestern Michigan College agrees to administer financial aid for Applied Plant Science students, based on each individual's need-based budget and the anticipated cost of credit coursework in which the person is enrolled each semester, from either NMC or MSU, or both institutions. Michigan State University will not, therefore, award financial aid to any Applied Plant Science students.

Therefore, in support of the Applied Plant Science program to be offered collaboratively at the University Center, in Traverse City beginning Fall Semester 1995, Michigan State University's College of Agriculture and Natural Resources and Northwestern Michigan College are signatories to this agreement.

Timothy Quinn
President

Northwestern Michigan College

10/7/95
date

Lou Anna K. Simon
Provost and Vice President for Academic Affairs

Michigan State University

9-16-95
date

pltsolme.mertpa/07.14.95

Addendum: MSU CANR and NMC Applied Plant Science
Memorandum of Understanding
(Reference item 7)

Fundamental to the effective and efficient MSU-NMC Applied Plant Science program is the need to regularly share student information. To that end, MSU and NMC by this memorandum agree to share academic and other information concerning Applied Plant Science students. All applied Plant Science students will be notified that this information sharing will occur on a regular basis.