

**Memorandum of Understanding**  
**West Shore Community College and Ferris State University**  
**Connections Program – Fall of 2019**

The West Shore Community College Board of Trustees (WSCC), a body corporate, and the Ferris State University Board of Trustees (FSU), a body corporate, both established under the Michigan Constitution, enter into this Agreement as of the date of signature below.

**I. Historical Foundation for the Program**

FSU and WSCC have a longstanding relationship serving students who transfer between the two institutions with FSU being the university receiving the highest number of WSCC transfers. For FSU, WSCC transfers represent the approximately three percent of the annual community college transfer population. Furthermore, WSCC transfer students have historically been well-prepared academically to complete the rigors of an FSU baccalaureate degree as evidenced by transfer student grade point averages, persistence, and graduation rates.

The greatest likely factor for the high transfer rate from WSCC to FSU is the close proximity of the FSU campus as well as the use of student advising on FSU transfer options. No formal program, however, for facilitating transfer between these two institutions exists to encourage the transfer of traditional students between institutions or to prepare students to matriculate specifically to FSU.

WSCC and FSU share a significant local catchment area. Furthermore, in our current economically challenged times, affordability is an important factor in determining not only which institution a student will attend, but also whether a student will choose to pursue higher education at all. It is the mission of both FSU and WSCC to provide greater access to higher education to the students we serve as well as to grow the number of Michigan citizens with post-secondary degrees and credentials.

**II. Rationale for the Program**

The purpose of the WSCC/FSU Connections Program is to form a partnership between these two institutions to provide additional access to higher education in West Michigan through a formal collaboration aimed at encouraging and facilitating seamless transfer for both traditional and non-traditional students from WSCC to FSU. Such a partnership would, from first contact with prospective students, help the students to map out a path to their degree completion, enhance overall affordability, maximize institutional identification,

encourage persistence, and facilitate ease of transferability and, ultimately, baccalaureate degree completion.

### **Program Description**

This program, to begin the fall semester of the 2019-2020 academic year, would enable students who start their university education at WSCC to finish their bachelor's degrees at FSU – *and to hold a distinctive FSU Connections Program status from the beginning.*

The FSU Connections Program would provide students enrolled with additional academic advising and a special orientation to FSU along with an FSU Student ID card entitling them to many privileges of FSU enrollment including the following:

- Access to FSU libraries;
- Access to FSU recreational facilities and student organizations;
- Access to FSU athletic events; and,
- Access to cultural and social events offered at FSU.

What makes this program unique is the addition of multiple opportunities for visiting the FSU campus and participating in collaborative programming that will serve to establish early dual-institutional identification and to facilitate the transfer process, including the following:

- Automatic FSU Connections Program enrollment of all interested WSCC students;
- Organized cohort-group orientations and tours at FSU in the 1<sup>st</sup> semester of study at WSCC, departments/majors orientations later in the 2<sup>nd</sup> or 3<sup>rd</sup> semester of study and transfer orientations in the final semester (just prior to WSCC graduation).
- Joint lecture opportunities for WSCC students and faculty at FSU;
- Guest lecture opportunities for FSU faculty at the WSCC campus; and,
- Joint advising and program referral services.

### **III. Program Requirements**

It is the preference of WSCC and FSU that students who accept admission into the FSU Connections Program:

1. Complete 60 credits toward their Associate degree through direct enrollment at WSCC or through means of reverse transfer agreement while attending FSU. Completed credits may include, if applicable, Advanced Placement credit, other college-equivalent credit taken while in high school, or summer courses taken at approved post-secondary institutions.
2. Maintain a 2.0 grade point average (GPA) on all transferrable credits (as calculated by FSU) and a 2.0 GPA for the final semester at WSCC. (Note: this is not a dual enrollment program.)
3. Meet the same criteria as FSU continuing students before being eligible to apply to and/or enroll in a particular major or program.

#### **IV. Student Support Services**

1. FSU and WSCC advisors would recruit both traditional and non-traditional students for this program in the shared catchment areas of the two institutions. They would also work together to organize the cohort orientations and tours and to develop a joint advising program to prepare students for ease of transfer upon graduation from WSCC.
2. Students from the shared catchment area seeking, but not granted, admission directly to FSU, would be granted admission to the WSCC/FSU Connections Program and directed to WSCC advisors for follow-up.
3. FSU freshmen seeking access to courses that FSU has filled or for which FSU cannot otherwise provide FSU alternatives will be referred to WSCC or Michigan College's Online as first choice alternatives.
4. FSU freshman and sophomores from the shared catchment area who do not persist at FSU will be directed to the WSCC/FSU Connections Program as a pathway to college completion.
5. Students in the WSCC/FSU Connections Program will be encouraged to complete their Associates degrees from WSCC prior to the transfer to FSU.
6. Student Services offices at both institutions will track student transfer numbers and develop assessment measures to evaluate the program's success.

#### **V. Faculty Collaboration**

The WSCC Vice President of Academics and Student Services and the FSU Provost will facilitate faculty connections for the joint lecture, guest lecture, and department/majors orientations and tours.

#### **VI. Program Assessment**

WSCC's Office of Student Services will track program enrollment annually, and FSU's Enrollment Services will track transfer FTE annually as well as, ultimately, graduation rates for program participants. The program effectiveness will be reviewed jointly annually. The alliance partners may determine additional evaluation as required.

#### **VII. Marketing**

1. Promotional plans and materials will be subject to approval by both WSCC and FSU.
2. FSU will provide the names and contact information of students for direct mailings.
3. FSU will also provide current information on transfer requirements and program information to enable WSCC to keep marketing information current.
4. WSCC will encourage students to enroll in the FSU Connections Program.
5. WSCC will develop and produce the marketing brochures for the program. FSU will be provided input opportunities on design and content.

6. WSCC and FSU advisors will distribute brochures to prospective students.
7. FSU and WSCC will develop and distribute marketing materials through digital media.

### **VIII. Program Management**

Management of the program will be coordinated through WSCC's Student Services and FSU's Enrollment Services.

### **IX. Registration, Exchange of Information and Transfer of Credits**

1. Students will register for courses through the regular process at WSCC.
2. The Registrar Offices at WSCC and FSU will maintain educational records for students for courses completed at their respective institutions. For tracking and assessment purposes, student educational records will be disclosed by one institution to the other upon request.
3. The transfer of credits between WSCC and FSU will be processed pursuant to the policies and procedures of the institution accepting the transfer credit(s).

### **X. Alliance Cost**

The identified costs of the program include marketing expenses and chartering coaches for the orientations and tours. WSCC will pay for the creation of marketing brochures for the program. FSU and WSCC will share the costs for students to attend group orientations, events and lectures at FSU in connection with this program. FSU will be responsible for travel expenses for FSU personnel (i.e. advisors and guest lecturers) to visit WSCC in connection with this program.

### **XI. Term and Termination**

1. The term of this Agreement will commence upon the beginning of the Fall 2019 semester and terminate as provided in this Agreement.
2. This agreement will terminate automatically and without the necessity of any further action upon (a) mutual written consent, (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 default, or (c) written notice given at least 90 calendar days prior to the commencement of a new Fall semester.
3. Students enrolled in the Program as of the effective termination date will be allowed to complete the then-current academic year and one additional year – up to two academic years – or until the completion of the Associate's degrees from WSCC, whichever comes first.

## **XII. Miscellaneous**

1. This Agreement offers opportunities for collaboration and cooperative efforts related to the delivery of educational offerings and resources supporting student degree attainment.
2. In the performance of their respective duties and obligations under this Agreement, WSCC and FSU are each an independent contractor and neither is a partner, joint venture, employee or servant of the other, and each is responsible for its own conduct.
3. Neither WSCC nor FSU trustees, directors, officers, shareholders, employees, interns, students alumni, agents, volunteers, representatives, sub-contractors, assignees, successors or designees, in their official or personal capacities, are employees of the other for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or for any other purpose not specifically named in the Agreement.
4. Michigan law will govern the validity, construction and performance of this Agreement and Michigan will be the forum for any proceeding or suit at law or in equity arising from or incident to this Agreement.
5. Each institution will be separately responsible for compliance with all federal and state nondiscrimination laws including without limitation the application sections of the Michigan Persons with Disabilities Civil Rights Act and the Elliot-Larsen Civil Rights Act.
6. To the extent allowed by law, WSCC and FSU 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, judgements, liabilities, losses and expenses including without limitation property damage, personal or bodily injury to, or death of any person, and reasonable attorney's 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 indemnifying institution to observe or perform any of the covenants, conditions, agreements or obligations observed or performance pursuant to this Agreement, (b) any gross negligence or willful misconduct of the indemnifying institution. Notwithstanding any provision of this paragraph of this Agreement to the contrary, WSCC's and FSU'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 WSCC or FSU. The obligations set forth in this paragraph will survive expiration or termination of this Agreement.
7. Each institution shall procure and maintain for the duration of this Agreement insurance reasonably expected to cover its own liabilities and those on behalf of

its trustees, officers, employees, students or designated volunteers which may arise from or in conjunction with the performance of each institution's responsibilities as defined in this Agreement.

8. 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 particular student, other person, entity or third party.
9. 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.

#### **SIGNATURES OF APPROVAL**

February 28, 2019  
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David L. Eisler, President  
Ferris State University

February 28, 2019  
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Scott C. Ward, President  
West Shore Community College