

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTHWESTERN COMMUNITY COLLEGE, SYLVA, 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 Southwestern Community College ("Southwestern") and Mars Hill University ("MHU" or the "University"), collectively referred to as the "Parties."

II. BACKGROUND

Mars Hill University is a private, four-year liberal arts institution located in the mountains of western North Carolina. Southwestern Community College is a comprehensive community college within the legislatively created North Carolina Community College System and serves Jackson, Macon, and Swain Counties. Southwestern Community College empowers individuals with knowledge and skills to enrich our communities and build a competitive workforce.

The Parties have a shared geographic perspective and a shared desire to strengthen the learning community and workforce development of Jackson, Macon, and Swain Counties, western North Carolina, and the State of North Carolina and beyond.

III. PROMISE PROGRAM

MHU and Southwestern will create and administer a program on each Party's campus called the Mountain Lion- Southwestern Promise (the "Program"). The Program name may be changed upon the mutual written consent of both Parties. (NOTE: The Direct-Entry Admission Program discussed within this MOU pertains to admission to the University and not to a specific degree program. Some MHU programs of study have their own programmatic admission criteria, standards, policies, processes and deadlines.)

The Program will allow currently enrolled Southwestern students a direct-entry pathway to MHU available upon graduation from Southwestern Community College. Students who wish to participate in the Program must satisfy the following conditions:

- Be a currently enrolled student at Southwestern 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 standing at Southwestern and other institutions attended;
- Demonstrate good citizenship and conduct;

- Earn and maintain a minimum cumulative GPA of 2.0 at Southwestern;
- Earn an Associate's degree from Southwestern 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).

The Program requires completion of the Associate's degree from Southwestern Community College for guaranteed admission. There is no Program participation fee. Students who discontinue their participation will be expected to transition to MHU through regular admission channels. Students who enroll at another college or university after their Southwestern enrollment also will be expected to transition to MHU through regular admission channels.

The Program affords Southwestern students access to information about academic programs, faculty, and staff at the MHU campus who will facilitate their transition to MHU. This Program prioritizes the ability to receive admission, financial aid, registration and orientation communications early in the transition process, which sets Southwestern students up for maximum success at both institutions.

RESPONSIBILITIES OF BOTH PARTIES

- Disseminating information about the Program to Jackson, Macon, and Swain Counties, Mars Hill University communities and statewide;
- Raising awareness of the Program with relevant members of the Southwestern Community College and MHU campus communities;
- The University Transfer Advising Coordinator at Southwestern Community College will work in concert with the identified Primary Point of Contact at MHU in the development and maintenance of the program. The Southwestern Community College Transfer Advising Coordinator, will also serve as the point person for MHU representatives while they are on campus;
- Developing and providing an online registration form for Southwestern students to express interest in the Program;
- Providing real-time resource and information to Southwestern students, on the Southwestern campus, for students who express interest in the Program;
- Developing and maintaining a list of students who register to participate in the Program;
- Communicating with students who register to participate in the Program; and
- Providing guest-speaker access to Southwestern students for services and opportunities that will be available after transitioning to the MHU campus. Some examples of guests that could be made available to Southwestern students include, but are not limited to, academic program chairs and faculty, academic advisors, admissions 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.

Southwestern Community College will be responsible for:

- Aiding Southwestern students pursuing the benefits of the Program 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 Southwestern policies, including but not limited to those related to financial aid; and
- Working collaboratively with MHU staff assigned to serve on the Program Committee.

Mars Hill University will be responsible for:

- Advising and assisting Southwestern students pursuing the benefits of the Program 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 Program to members of the MHU campus community;
- Providing representatives assigned to administer the Program;
- Disseminating information about the Program to candidates for admission who are not offered admission directly to MHU about the possibility to participate in the Program as a student at Southwestern; and
- Guaranteeing admission for applicants from Southwestern Community College who suffices all requirements in the above agreement.

IV. NOTICE

The Parties designate the following individual(s) to administer and oversee the Program on behalf of his or her Party.

A. For Southwestern Community College: Kristan Blanton, Director of Enrollment Management

B. For Mars Hill University: Carolyn Kuzell, Associate Director of Admissions

V. 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 ("Term"). 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, Southwestern students who had submitted a transfer application prior to the termination date will still be eligible to participate in the Program.

VI. MODIFICATION

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

VII. GOVERNING LAW

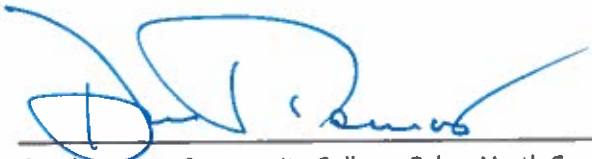
This MOU is subject to applicable Federal and North Carolina State law. It is also subject to the

policies and regulations of Mars Hill University, and the policies and regulations of the North Carolina Community College System.

VIII. RELATIONSHIP OF THE PARTIES

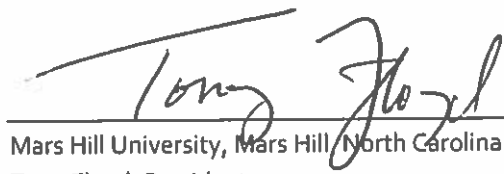
It is expressly acknowledged by the Parties that they are independent contractors and nothing in this MOU is intended or shall be construed to create an employer/employee relationship, partnership or a joint venture relationship so as to allow one Party to exercise control or direction over the manner 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 benefits, 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.



Southwestern Community College, Sylva, North Carolina
Don Tomas, President

11-28-2022
Date



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

11/28/22
Date