

MEMORANDUM OF UNDERSTANDING

BETWEEN

ASHEVILLE-BUNCOMBE TECHNICAL COMMUNITY COLLEGE, ASHEVILLE, 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 Asheville-Buncombe Technical Community College (A-B Tech or ABTCC), 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. Asheville-Buncombe 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 Buncombe County, Madison County, Western North Carolina, and the State of North Carolina.

II. MOUNTAIN LION- TRAILBLAZER PROMISE

Mars Hill University and A-B Tech Community College will create and administer a program on each Party's campus called the Mountain Lion-Trailblazer Promise: A Direct-Entry Admissions Program (the "MLTP"). The MLTP 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 MLTP will allow currently enrolled A-B Tech students a direct-entry pathway to Mars Hill University available upon graduation from A-B Tech. Students who wish to participate in the MLTP program must satisfy the following conditions:

- Be a currently enrolled student at A-B 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 A-B Tech and other institutions attended;

- Demonstrate good citizenship and conduct;
- Earn and maintain a minimum cumulative GPA of 2.0 at A-B Tech Community College;
- Earn an Associate's degree from A-B 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 A-B Tech Community College, students will identify their interest in the Mountain Lion-Trailblazer Promise by completing a brief online form provided by MHU. There is no MLTP 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 A-B Tech enrollment also will be expected to transition to MHU through regular admission channels.

The Mountain Lion-Trailblazer Promise affords A-B 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 MLTP prioritizes the ability to receive admission, financial aid, registration, and orientation communications early in the transfer process, which sets up A-B Tech students for maximum success at both institutions.

The Mountain Lion-Trailblazer Promise requires completion of the Associate's degree from A-B Tech Community College for guaranteed admission. In cases where MLTP 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-Trailblazer Promise to Buncombe County, Madison County, A-B Tech communities, Mars Hill University communities, and statewide;
- Raising awareness of the MLTP with relevant members of the A-B Tech Community College and MHU campus communities;
- The University Transfer Advising Coordinator at A-B 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 A-B 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 A-B Tech students to express interest in the Mountain Lion-Trailblazer Program;
- Providing faculty and staff to serve on the Mountain Lion-Trailblazer Promise program committee;
- Providing real-time resource and information to A-B Tech students, on the A-B Tech campus, for students who express interest in the MLTP;
- Developing and maintaining a list of students who register to participate in the MLTP;
- Communicating with students who register to participate in the MLTP;

- Providing guest speaker access to A-B 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 A-B 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.

Asheville-Buncombe Technical Community College will be responsible for:

- Assisting A-B Tech Community College students pursuing the benefits of the Mountain Lion-Trailblazer 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 A-B Tech policies, including but not limited to those related to financial aid;
- Working collaboratively with MHU staff assigned to serve on the Mountain Lion-Trailblazer Promise program committee.

Mars Hill University will be responsible for:

- Advising and assisting A-B Tech Community College students pursuing the benefits of the Mountain Lion-Trailblazer 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 MLTP to members of the MHU campus community;
- Providing representatives assigned to administer the MLTP;
- Disseminating information about the Mountain Lion-Trailblazer Promise to candidates for admission who are not offered admission directly to MHU about the possibility to participate in the MLTP as a student at A-B Tech Community College;
- Guaranteeing admission for applicants from A-B 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-Trailblazer Promise on behalf of his/her Party.

- A. For Asheville-Buncombe Technical Community College: Steven Heulett, Coordinator of the Transfer Advising Center. Email: steventheulett@abtech.edu. Phone: (828) 398-7184.
- 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, A-B Tech students who had submitted a transfer application prior to the termination date will still be eligible to participate in the Mountain Lion-Trailblazer Promise.

V. MODIFICATION

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

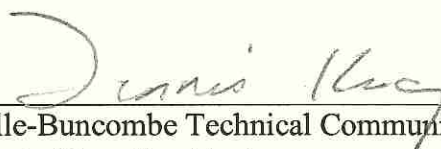
VI. GOVERNING LAW

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.

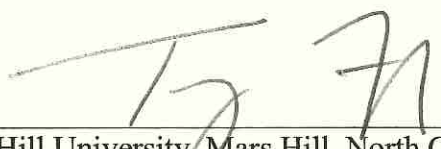
VII. RELATIONSHIP OF PARTIES

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.



Asheville-Buncombe Technical Community College, Asheville, North Carolina 22 Jan 2020
Date
Dr. Dennis King, President



Mars Hill University, Mars Hill, North Carolina 1/22/20
Date
Tony Floyd, President