MEMORANDUM OF AGREEMENT
Gateway Michigan Initiative

Jackson College
&
Michigan State University

WHEREAS, this Memorandum of Agreement, hereinafter (Agreement), is knowingly entered into by Jackson College of 2111 Emmons Road, Jackson, Michigan 49201- 8399, hereinafter (JC), and Michigan State University, 645 N Shaw Lane Ste. 7, East Lansing, MI 48824, hereinafter (MSU);

AND WHEREAS, the vision of the Gateway Michigan Initiative is to promote the State of Michigan as a destination for international students to study:

AND WHEREAS, Michigan has a rich network of community colleges that can foster English language development and enhance international student's academic readiness for continued study at a four (4) year institution;

AND WHEREAS, JC and MSU are desirous of entering into this Agreement, which provides an option for postsecondary education in Michigan for international students who do not initially meet MSU's admission requirements particularly as they relate to English language proficiency;

AND WHEREAS, MSU is willing to inform international applicants of opportunities at JC through the Gateway Michigan Initiative for purposes of enrollment in English as a Second Language courses, hereinafter (ESL), and other general education courses as appropriate, in order to assist them in achieving English language proficiency and, where desirable, an Associate's degree, and transfer to MSU.

NOW, THEREFORE, this Agreement defines the responsibilities and the nature of the relationship of both JC and MSU with regard to assisting international students in earning higher education credentials.

The specific responsibilities of the aforementioned parties are indicated on the following pages:

SECTION I: ARTICLES OF AGREEMENT

ARTICLE I. THE JACKSON COLLEGE AGREES TO:

1. Provide international student prospects with access to information on JC, the benefits of attending, and the application process;
2. Enroll admitted students (herein after Gateway Michigan Students) in ESL courses for purposes of improving their overall score on a test of English language (Test of English as a Foreign Language (TOFEL), International English Language Testing System (IELTS), Michigan State University Certificate of English Language Proficiency (CELP), Michigan State University English Language Test (MSUELT), Advanced Placement English Language (APIEL), SAT Verbal (SAT-V), ACT English (ACT-E) or Pearson Test of English Academic (PTEA));

3. Based on student interest and readiness, enroll Gateway Michigan Students in other JC General Education courses;

4. Provide residency for Gateway Michigan Students in JC’s on-campus housing, the fees of which will be provided by the Gateway Michigan Student;

5. Provide Gateway Michigan Students a required, multi-plan food service program for the Gateway Michigan Students enrolled in JC’s on-campus housing;

6. Provide Gateway Michigan Students access to normal college amenities, including, but not limited to the college library, gymnasium facilities, student union, study area, breakout rooms, and computer labs;

7. Provide Gateway Michigan Students access to essential instructional materials, via the JC Bookstore at a cost borne by the student;

8. Provide Gateway Michigan Students with access to typical college services including email accounts, WIFI access, counseling support, international student support, student success support, and student support services;

9. Provide Gateway Michigan Students high quality ESL instruction using trained and qualified faculty;

10. Promote MSU as a lead collaborator in the Gateway Michigan Initiative;

11. Provide student certification and transcripts of successfully completed coursework, which will be advanced to MSU; and

12. Provide the International Student Institute as the Gateway Michigan Initiative liaison to MSU.

ARTICLE II. MICHIGAN STATE UNIVERSITY AGREES TO:

1. Promote the Gateway Michigan Initiative and inform international students, currently not admissible to MSU, of the opportunity to attend JC as a means of enhancing English language proficiency and academic preparation.
2. Consider international students who successfully complete a program of study through the Gateway Michigan initiative at JC for transfer admission to Michigan State University. Acceptance is determined by the applicant's previous academic record and his or her proposed program.

To complete the application process, the student must:

a) Have a minimum grade point average of 3.0 and satisfy all other requirements for admission.
b) Earn a minimum grade of 2.5 in WRA 101 or its equivalent first year writing course.
c) Earn a minimum grade of 2.5 in MTH 103 or its equivalent or a higher level college advanced mathematics course acceptable in transfer to MSU.
d) Meet or exceed the minimum English Language Proficiency Requirement for regular admission to Michigan State University.
e) Apply to the baccalaureate program using the application form from the MSU Office of Admissions.
f) Additional requirements may apply for limited enrollment programs.
g) Complete all other undergraduate application requirements.

3. Work collaboratively with JC on mutually agreeable initiatives designed to: a) enhance Gateway Michigan Students understanding of MSU's admissions requirements and, where appropriate, b) promote engagement with MSU programs.

4. Per MSU policy, accept JC course credit taken by the Gateway Michigan Students. Michigan State University is a member institution of the Michigan Association of Collegiate Registrars and Admissions Officers (MACRAO) and a participant in the Michigan Transfer Agreement (MTA).

5. For Gateway Michigan Students accepted in transfer to MSU, per the Gateway Michigan Students request, provide JC with MSU transcripts of courses taken at MSU, upon student approval.

6. Provide representative of the Office of Admissions as the Gateway Michigan Initiative liaison to JC.

ARTICLE III. PARTICIPATING STUDENTS IN THE GATEWAY MICHIGAN INITIATIVE AGREE TO:

1. Comply with the rules, regulations and codes of conduct at both JC and MSU, while on respective campuses. Gateway Michigan Students will need to agree to this provision in writing;

2. Pay tuition and related fees at the full rates at both JC and MSU; and

3. Release both JC and MSU from all claims regarding failure to achieve English
Language Proficiency Standards of MSU, and from formal admission to MSU.

SECTION II: RESPONSIBILITIES OF BOTH JC AND MSU

1. Both JC and MSU, hereinafter (party/parties) will meet quarterly to review progress on the Gateway Michigan Initiative;

2. In collaboration with the MSU Office of International Students and Scholars (OISS) as deemed appropriate, co-create student support programming to aid in student transitions between campuses and educational environs;

SECTION III: AMENDMENTS TO THIS AGREEMENT

1. Any and all amendments to this Agreement must be by mutual agreement and require official written notification to all named parties; and

2. Official written notification regarding amendments to this Agreement shall be by certified mail over the signature of the President of JC and the Provost and Executive Vice President of MSU.

SECTION IV: MISCELLANEOUS

1. JC and MSU agree to comply with all applicable local, state, and federal laws;

2. Nothing in this Agreement shall be construed so as to prevent MSU from directing potential international students to enroll in ESL courses at MSU’s English Language Center.

3. As may be applicable, each party agrees to treat students’ Education records, as defined under the Family Educational Rights and Privacy Act (FERPA), in accordance with the limitations and requirements imposed by FERPA and its implementing regulations. Each party will use Education records only for the purpose of fulfilling its duties under this Agreement, and will not share such records or any personally identifiable data with, or disclose it to, any third party except as provided for in this Agreement, required by law, or authorized in writing by an appropriate party.

4. If a provision(s) of this Agreement is/are found to be inconsistent with the law(s) duly promulgated by a local, state, or federal agency (ies), the provision(s) of such law(s) and/or regulation(s) shall prevail, but all other provisions of this Agreement shall remain in full force and effect;

5. This Agreement does not create a partnership, joint venture, or other similar relationship between the parties. The parties are to be deemed independent contractors. 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, or make any warranty or representation, as to any matter. Neither party shall be bound by the acts or conduct of the other; and

6. This Agreement shall commence on (insert date) and continues thereafter for a period of three years. Either party may terminate this Agreement for any reason with 30 days' written notice to the other party. Termination would not affect students already engaged in the Agreement. If the Agreement is not renewed by mutual consent, the Agreement will conclude at the end of the specified time period, or after activities in progress have concluded.

7. Publicity.
   a. Joint Press Releases. From time to time the parties may issue joint press releases or announcements in support of the Initiative. Prior to its dissemination, each such release shall be approved by appropriate personnel of each party. Each release shall include a brief description and contact information for each party.

   b. Independent Press Releases. Neither party will use the name of the other party or any member of a party’s staff or other employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of such party. However, this provision will not apply when either party wishes to give credit to the other party when presenting on the Initiative at a conference or seminar for non-commercial purposes, unless the party receiving credit requests otherwise in writing.

8. Official Notices. The individuals responsible for implementing the Agreement, as well as those receiving official notices and correspondence regarding this Agreement on behalf of each party are:

For JC
Name: Dr. Rebekah Woods
Title: Provost
Address: 2111 Emmons Road
Phone: 517.796.8523
Fax: 517.796.8632
Email: WoodsRebekahS@jccmi.edu

For MSU
Name: Dr. John Gaboury
Title: Assoc. Provost for Acad. Services
Address: 426 Auditorium Rd. Room 438
Phone: 517-355-5767
Fax: 517-355-9601
Email: gaboury@msu.edu

SECTION V: EXECUTION OF THE AGREEMENT

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, are merged in this Agreement.
2. Counterparts; Signatures. This Agreement may be signed in multiple identical copies, each of which shall be deemed to be an original copy, and each facsimile or electronic copy shall constitute a legally binding, enforceable document. Electronic signatures shall not be an acceptable means of execution.

IN WITNESS WHEREOF, We the undersigned, have affixed our name to the Agreement, and as such, have caused this resolution to now be in full force and effect.

For Jackson College:  

[Signature]  
Daniel J. Phelan, Ph.D.  
President  
Jackson College

December 1, 2015  
Date

For Michigan State University:  

[Signature]  
June Youatt, Ph.D.  
Provost and Executive Vice President,  
Michigan State University

December 1, 2015  
Date