I. INTRODUCTION

The Institute of Agricultural Technology at Michigan State University's College of Agriculture and Natural Resources (referred to as 'IAT' or 'MSU') in cooperation with Lansing Community College ("LCC") agree to make available LCC's Associate in Applied Science Degree ("AASD") to students of MSU who are enrolled in one of the programs referenced in Exhibit A, hereafter referred to as "Program"). Subject to complying with LCC's admission requirements, MSU students may transfer credits earned through the IAT certificate programs towards an AASD at LCC. While the Program is designed to be completed in two to three years, the length of time may vary depending on the number of courses chosen by the student and the need for prerequisite or general education courses. The students will be expected to meet the graduation requirements determined by LCC for an AASD and the requirements for IAT certificate programs as determined by MSU. This Program will be implemented in the Fall of 2009.

II. ADMISSION

IAT students who are enrolled in one of the programs referenced in Exhibit A may apply for admission to LCC with the goal of obtaining an AASD. If admitted to LCC, IAT students will be required to take courses at IAT and LCC.

B. ADMISSION REQUIREMENTS TO LCC

LCC will admit students with appropriate preparation according to the open admissions policy as set forth in the LCC catalog and by the LCC Enrollment Services Office. Basic skills assessment tests in reading, writing, and mathematics will be required prior to enrolling in general education classes. Other options to meet basic skill prerequisites are outlined in the LCC catalog or at the LCC web site www.lcc.edu/catalog/policies_procedures/admissions.htm#assessment.

C. ENROLLMENT STATUS
While pursuing an AASD, there may be semesters when courses will be taken at both institutions. In that instance, students will be required to register and pay fees at each respective institution.

III. STUDENT ACCESS

A. ACCESS TO MSU AND LCC FACILITIES

MSU students enrolled in this Program will be eligible for a LCC student ID permitting facility utilization, library use, and other student opportunities associated with LCC student status. Students will be expected to abide by the rules and regulations of both institutions.

B. FINANCIAL AID

When students are admitted to the Program at both institutions, under this Agreement, MSU will assume the responsibility of processing, awarding and disbursing financial aid, to the extent that the students are eligible, at MSU for financial assistance as a part of the broad consortial commitment of the Program. MSU also will assume responsibility for monitoring student eligibility, monitoring satisfactory academic progress, refund/repay calculations, record retention and reporting including the National Student Loan Data System and FISAP. Financial aid refunds received by students through MSU may be used to help cover the costs of tuition and fees for coursework at LCC. Once students complete the certificate program at MSU, LCC will process the financial aid for any student still matriculating at LCC to complete the AASD.

MSU will notify LCC of any dually-enrolled students receiving financial aid through this Agreement so that they will not be dropped for non-payment prior to the start of the semester and so that LCC may provide MSU with information about the number of LCC credit hours in which students are enrolled and about enrollment changes, including drops and withdrawals, and grades received for the enrolled classes at the end of the semester.

IV. STUDENT PERFORMANCE

A. ACADEMIC PERFORMANCE

Students enrolled in the Program are required to comply with the academic standards set forth by the MSU policy for maintaining good academic standing. Students also will be required to meet the academic standards of LCC. If the MSU and LCC standards differ, the more demanding of the two shall apply. The students' GPA will be monitored by the IAT and by LCC. The IAT will provide the LCC Registrar with a copy of each student's academic performance. These reports will be made within 10 days of the MSU grade reporting deadline for each respective semester. Similarly, LCC will provide IAT with academic
performance reports, within 10 days after the end of each LCC semester, of the students enrolled in the Program that have taken courses at LCC.

Any student whose academic record does not meet one or more of the requirements to remain in good academic standing is subject to appropriate academic action.

In the event that the student meets LCC’s academic status requirements but is recommended for dismissal from the Program based on MSU general or program requirements, the student will have the option to apply as an LCC student outside the Program. In this case, the student would receive general science transfer credit for all IAT courses with an earned grade of 2.0 or higher.

B. DEGREE OPTIONS
Students enrolled in the Program will work toward an AASD. The degree will be awarded by LCC upon the student’s successful completion of the curriculum approved by both institutions. A minimum of 60 semester credits is required for the AASD. To qualify for the AASD, students must successfully complete a minimum of 20 semester credits of general educational courses through LCC and a minimum of 40 credits of IAT course work through MSU.

V. OPTIONS AND SECTIONS.
A. COURSE OFFERINGS
Both LCC and MSU will strive to keep each other informed about significant changes in courses included in the Program.

B. GENERAL
This Agreement will be reviewed by each institution every three years. Either institution may dissolve the Agreement upon giving notice of one full semester in advance and upon appropriate notification to enrolled students. Students impacted by a dissolution will have the opportunity to complete the Program within two years of their admission.

INDEMNIFICATION
To the extent permitted by law, each party (the “Indemnifying Party”) shall indemnify, defend and hold the other party (the “Indemnified Party”), harmless from any and all claims, damages, losses, liabilities, costs and expenses, including but not limited to, attorney fees asserted by any third party, whether or not represented by a final judgment, for such claims, damages, losses, liabilities, costs and expenses which arise out of or result from, in any way, a student’s participation in or a party’s operation of the Program on its campus or in its facilities, except to the extent of the Indemnified Party’s gross negligence or willful misconduct. The provisions of this paragraph shall include, but not be limited to, any such claim, damage, loss, liability, cost or expense which:

1. is attributable to bodily injury, illness, or death;
2. is attributable to any other personal injury including, but not limited to, libel, slander, product disparagement or invasion of privacy;
3. is attributable to injury or to destruction of property, and is caused by any wrongful or negligent act or omission of the student.

The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without prior written consent of the Indemnified Party. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim of which it becomes aware and shall: (a) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party, in connection with the defense or settlement of any such claim, and (b) at the Indemnified Party's expense, be entitled to participate in the defense of any such claim. Failure of the Indemnified Party to give prompt notice of any claim shall not relieve such party of its indemnification obligation, except to the extent of liability that would have been avoided had prompt notice been given. This indemnification provision shall survive the termination, expiration, or completion of the Program.

Therefore, in support of the Consortial Program in Agricultural Technology, Michigan State University and Lansing Community College are signatories to this Agreement.

Kim Wilcox
Provost and Vice President for Academic Affairs
Michigan State University  

Stephanie Shanblatt
Vice President of Academic Affairs
Lansing Community College

4/1/09  
Date

4/17/09  
Date
Appendix A – Program Offerings

Best to list in alphabetical order

Electrical Technology Program
Landscape and Nursery Program