

**Articulation Agreement Memorandum of Understanding Between
The Maine Community College System acting by and through
Eastern Maine Community College
And The University of Maine System acting by and through
The University of Maine**

Statement of Purpose

The University of Maine System acting by and through the University of Maine (hereinafter referred to as UMaine) and the Maine Community College System acting by and through Eastern Maine Community College (hereinafter referred to as EMCC) agree to work collaboratively to provide transfer admission opportunities for academically qualified students and graduates of EMCC, facilitate student academic transfer and create a smooth transition for students from EMCC's associate degree programs to the UMaine's bachelor degree programs. The institutions will identify compatible programs and create *Individual Program Transfer Articulation Agreements* that will describe admission and graduation requirements, provide a side by side course equivalency table for courses included in the associate degree program at EMCC and will include a semester by semester map of the remaining courses to be taken at UMaine. EMCC students transferring to the University before the completion of their associate degree will be encouraged to take advantage of the reverse transfer process to use UMaine courses to complete their associate degree program at EMCC. Community College students who complete EMCC's general education requirements as part of their associate in arts degree will be able to take advantage of the General Education Block Transfer Agreement between the Maine Community College System and the University of Maine System (those who don't will be evaluated on a course by course basis).

This Memorandum of Understanding contains the common terms and conditions that will govern each of the *Individual Program Transfer Articulation Agreements* created between EMCC and UMaine.

1. Program Requirements: Students from EMCC will be accepted by UMaine based on individual achievement as identified in each of the *Individual Program Transfer Articulation Agreements* and availability of space in the UMaine program. UMaine considers courses passed with a C- or better (C or better for English Composition) for transfer credit, however, specific grade requirements for courses needed to satisfy individual degree requirements will be identified in the *Individual Program Transfer Articulation Agreements* or in the degree requirements listed in the UMaine academic catalog. Students will be required to complete all UMaine degree requirements and fulfill graduation

requirements as identified in this articulation agreement. A minimum of 30 credits originating at the University of Maine campus is required to earn a bachelor's degree from UMaine.

2. Transfer credits: The evaluation and transfer of earned college credits shall be in compliance with state and federal education policies and institutional and academic program accreditation standards pertaining to undergraduate academic transfer. The most recent transfer credit equivalency information is available through the online transfer equivalency listing located at mainestreet.maine.edu. Courses at EMCC with an equivalent course at UMaine will transfer in as that course; any course taken at EMCC that is approved for transfer but does not have an equivalent UMaine course will transfer in as elective credit provided the student meets the grade requirement for transfer credit.

3. Program Review: Representatives from EMCC and UMaine will meet regularly for the purpose of reviewing and/or revising each *Individual Program Transfer Articulation Agreement* and to discuss any changes in program requirements for currently enrolled students. The time frame for this meeting will be included in each individual agreement. The Chief Academic Officer designee of the collaborating institutions for each *Individual Program Transfer Articulation Agreement* shall be named in each agreement and shall be responsible for implementing each *Individual Program Transfer Articulation Agreement*, for identifying and incorporating any changes into subsequent *Individual Program Transfer Articulation Agreements* and for conducting the periodic review of each agreement.

4. Promotion: UMaine and EMCC agree to grant to the other party the right to use each other's names in print and media advertising to the public for the purpose of marketing the *Individual Program Transfer Articulation Agreements* that will be created as a result of this Memorandum of Understanding. EMCC agrees to promote the *Individual Program Transfer Articulation Agreements* to their students and graduates.

5. Termination: This Memorandum of Understanding or any one of the *Individual Program Articulation Agreements* may be terminated by both parties or by either party upon ninety (90) days prior written notice to the other party. In the event that this Memorandum of Understanding or any of the *Individual Program Transfer Articulation Agreements* is modified, amended or terminated, the students who have been admitted to UMaine will be able to finish the program under the same terms and conditions that existed when they were admitted to the program.

6. Non-discrimination: EMCC and UMaine shall not discriminate and shall comply with all applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin, or citizenship status, genetic information, age, disability, or veteran status. UMaine encourages EMCC in the employment of individuals with disabilities.

7. Liability: Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or damage or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of the performance of

this agreement shall be determined according to applicable law. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such liabilities or claims; and each shall continue to enjoy all rights, claims, immunities and defenses available to it under law, including but not limited to the Maine Tort Claims Act, 14 M.R.S.A. §8101, et seq.

8. Commercial Liability Insurance: During the term of this agreement, EMCC shall maintain, and on request furnish proof of commercial general liability insurance in the amount of coverage of not less than \$400,000 per occurrence, covering damages to both real and personal property, and bodily injury and death. Such insurance may not be canceled without providing thirty (30) days prior written notice to UMaine.

During the term of this agreement, UMaine shall maintain, and on request furnish proof of commercial general liability insurance in the amount of coverage of not less than \$400,000 per occurrence, covering damages to both real and personal property, and bodily injury and death. Such insurance may not be canceled without providing thirty (30) days prior written notice to EMCC.

9. Governing Law: This Agreement shall be governed and interpreted according to the laws of the State of Maine, except that its conflicts of law provisions shall not apply.

10. Severability: In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal that shall not affect the validity of the remaining portions of this Agreement.

11. Independence: EMCC is an independent contractor of UMaine, not a partner, agent, or joint venturer of UMaine and, except as expressly permitted by this Agreement, neither party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other.

Each party shall retain complete responsibility for, and control and authority over, its own curriculum, programs, policies, standards, admission criteria, facilities, employees and students.

12. Waiver: The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

13. Force Majeure: Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure. "Force Majeure" means unforeseeable causes beyond the control of and without negligence of the party claiming Force Majeure. Force Majeure shall include, but not be limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

14. Student Records: Both parties agree to comply fully with the Family Educational Rights and Privacy Act [20 U.S.C., paragraph 1232g], as amended, and its implementing regulations, in all of the activities of this Agreement. The parties agree to implement and maintain reasonable safeguards to ensure the security and confidentiality of student records and information.

15. Entire Agreement: This Agreement sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Agreement may be amended or modified only by a writing signed by both parties.

Sample Individual Program Articulation Agreement Template

Individual Program Transfer Articulation Agreement

Between the Maine Community College System acting by and through

Eastern Maine Community College

And The University of Maine System acting by and through

The University of Maine

For Transfer From

[Name of Community College Degree Program](#)

To

[Name of University of Maine Degree Program](#)

This Transfer Articulation Agreement is governed by the general Transfer Articulation Agreement Memorandum of Understanding between Eastern Maine Community College (EMCC) and the University of Maine (UMaine). Current students and graduates who have been enrolled in or earned the identified degree from EMCC and are admissible to the University shall be eligible for credit evaluation under the terms of this agreement.

Admissions requirements:

Side by Side Course Equivalency Table as of Date of Agreement

Identifies how courses in the [Name of Community College Degree Program](#) at EMCC transfer to the [Name of the UMaine Program](#) at UMaine when the required grade is earned in each course.

EMCC Program courses by semester

UMaine transfer credit awarded*

<u>Semester 1</u>	
<u>Semester 2</u>	
<u>Semester 3</u>	

<u>Semester 4</u>	

*A minimum grade of C- (or C for English Composition) is required for transfer credit to be awarded.

Special Notes: Here we would note any special requirements, grade requirements, combination of courses, listing of how CC student should use specific electives at CC to meet UM degree or general education requirements or if courses need to be taken in the summer before entering UMaine for the junior year – which may happen if math or science courses are out of sequence.

Courses taken at EMCC in which the student did not earn the required grade to satisfy either transfer credit or degree requirements would need to be retaken at either UMaine or EMCC in order to earn the grade needed to count toward the degree at UMaine. Once enrolled at UMaine, the student would need to complete a domestic study away form to alert Student Records of their plans to take any courses at EMCC.

Students who satisfy general education requirements at EMCC as specified in the General Education Block Transfer Agreement between the Maine Community College System and the University of Maine System may qualify for a block transfer of their general education credits to UMaine, those who don't will be evaluated on a course by course basis.

Suggested course sequence for the last 4 semesters at UMaine as of [Date of Agreement](#) for those who have earned their associate degree in EMCC's [name of degree program](#) - courses may vary for students who transfer before earning their associate's degree.

<u>Semester 5</u>	<u>Semester 6</u>
<u>Semester 7</u>	<u>Semester 8</u>

Signatures could include: president, chief academic officer, Transfer Articulation Agreement Coordinator, Associate Provost, Dean, Director and Department chairs and may vary from agreement to agreement.

Appendix A

University of Maine

Name of University of Maine Degree Program Degree Requirement Plan as of Date of Agreement

1 st Semester	2 nd Semester
3 rd Semester	4 th Semester
5 th Semester	6 th Semester
7 th Semester	8 th Semester

Graduation Requirement Notes: Here would be included specific grade requirements and other notes that explain current degree requirements. Most likely it would be the same as the advising sheet used by the department.