

Guaranteed Transfer Admission Agreement Between Milwaukee Area Technical College and Columbia College Chicago

This Memorandum of Understanding ("MOU") dated as of February 1, 2020, ("Effective Date") is by and between Milwaukee Area Technical College ("MATC") and Columbia College Chicago ("Columbia"), an Illinois not-for-profit college.

RECITALS

Through this Memorandum of Understanding, MATC and Columbia agree to a cooperative relationship to better serve students and to facilitate the transfer process from MATC to Columbia through a Guaranteed Transfer Admission Program ("the Program").

The Program offers guaranteed admission to Bachelor of Arts degree programs at Columbia to all MATC students who have completed Columbia's Guaranteed Admission Participation Form ("Program Participants") and satisfied the Program requirements established herein.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MATC and Columbia agree as follows:

1. Academic Requirements for Program Participants:

- a. Program Participants must complete both ENG 201 and ENG 202 with final grades of "C" or higher to meet the English proficiency requirements at Columbia. Program Participants shall not be required to submit separate proof of English proficiency at the time of application as a transfer student to Columbia. Program Participants must demonstrate math proficiency at the college-level through completing MATH 107 College Mathematics (or another approved college-level mathematics course) and earning a final grade of "C" or higher.
- b. Program Participants must have graduated from high school (as evidenced by a high school diploma or GED), and have completed a minimum of twenty-four (24) transferrable credit hours at MATC with a cumulative grade point average of 2.5 on a 4.0 scale on all transferrable coursework taken at MATC. At the time of application to Columbia, the Program Participant must be degree-seeking at MATC and in good standing at MATC.
- c. Courses numbered lower than 100-level and other courses deemed non-transferrable by Columbia are not included in the Program. Columbia shall apply no more than seventy-five (75) transfer credit hours towards completion of a Bachelor of Arts Degree at Columbia.

¹ Transfer Inquiry Form is available at https://apply.colum.edu/register/GAinquiry.

Program participants and advising staff should refer to Transferology² for the most recent MATC course transferability information. Only coursework for which a Program Participant earns a "C" or higher is transferrable.

d. Each institution shall encourage Program Participants to track their progress towards completion of the Program requirements by working with their transfer advisors at both MATC and Columbia. Program Participants shall authorize MATC and Columbia to share their education records, as defined by the Family Educational Rights and Privacy Act of 1974, and its implementing regulations ("FERPA"). Program Participants will complete an online participation form which will allow the sharing of education records between Columbia and MATC. Columbia shall provide reasonable advising services to Program Participants seeking to discuss Columbia's academic program requirements and transfer credit policies. Columbia may elect to communicate directly with Program Participants to inform them of presentations, workshops, activities, visits, and other events and resources relevant to Program Participants.

2. Admission Requirements for Program Participants:

- a. Program Participants must apply to Columbia through its transfer enrollment process and meet all applicable requirements and deadlines, including but not limited to the payment of tuition and fees, completion of a background check (if required), and receipt of certain vaccinations. Unless explicitly stated herein, all Program Participants who enroll at Columbia are subject to the same general rules and requirements applicable to all other Columbia students, including, but not limited to, those governing course enrollment, financial aid, academic sanction, suspension, and expulsion.
- b. Program Participants who satisfy the Program requirements are eligible to enroll in any available Bachelor of Arts program listed in Appendix A, which is attached hereto and incorporated by reference as if fully set forth herein. All other Columbia degree programs, including, but not limited to, its Bachelor of Music, Bachelor of Science, and Bachelor of Fine Arts programs, are selective entry programs and require additional materials and review. Applicants transferring from MATC through the Program are not precluded from pursuing these selective-entry programs. However, admission is not guaranteed.
- c. Notwithstanding anything to the contrary, Columbia reserves the right to deny admission or the benefits of the MOU to individuals who: (1) have been suspended, dismissed, or expelled for academic or non-academic reasons from any academic institution; (2) have been convicted of any criminal offense; or (3) present other factors in their personal or academic background that Columbia deems inappropriate, inconsistent with Columbia standards, or otherwise harmful as determined by Columbia's Admissions Committee or Columbia's Office of the Dean of Students.
- d. Failure to meet the academic and admission requirements for the Program does not preclude Program Participants from applying and being considered for admission to Columbia under the same conditions as traditional transfer applicants.

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² The Transferology site is www.transferology.com.

3. Eligibility for a Program Transfer Scholarship:

a. As indicated in the chart below, Program Participants shall receive an admissions scholarship for their first year of enrollment at Columbia based on their cumulative grade point average on all transferrable course work taken at MATC, in addition to completion of the associate degree at MATC prior to enrolling at Columbia. This annual scholarship is renewable each year up to one hundred and twenty (120) attempted credits hours or four (4) years, whichever is reached first, upon the terms and conditions provided online³, to the extent applicable. Applicants shall be considered for additional merit-based scholarships for which they qualify and apply (when required). Completion of the Free Application for Federal Student Aid ("FAFSA") is required for consideration for many need-based awards.

Grade Point Average	No Associate Degree earned	Associate Degree earned
4.00 - 3.75	\$6,000	\$8,000
3.74 - 3.51	\$5,500	\$7,500
3.50 - 3.26	\$5,000	\$7,000
3.25 - 3.00	\$4,500	\$6,500
2.99 - 2.75	\$4,000	\$6,000

4. Reverse Transfer:

Columbia shall endeavor in good faith to facilitate the transfer of credit back to Milwaukee Area Technical College ("Reverse Transfer") for Program Participants who do not earn their associate degree at MATC prior to transfer to Columbia. Reverse Transfer enables MATC to include acceptable Columbia coursework in their review of degree completion.

5. Term:

- a. This MOU will remain in effect until terminated as provided below. The Program will be subject to annual review to adjust scholarship requirements and amounts, participating degree programs and requirements, and any other terms of the MOU the parties deem appropriate. Any changes to the Program must be agreed-upon in writing at least sixty (60) days prior to the first day of instruction (at both institutions) of the academic year in which the change will be implemented.
- b. Either party may terminate this MOU for any reason or no reason upon sixty (60) days' written notice to the other party.
- c. In the event of termination, the Program Participants at the time of termination will be guaranteed transfer into Columbia provided they satisfy all Program requirements and apply for admission as a transfer student to Columbia no later than two (2) years after the date of termination.

³ Dean's Scholarship information is available at https://www.colum.edu/student-financial-services/scholarships/deans-scholarship.html.

6. Miscellaneous:

- a. <u>Marketing.</u> MATC shall publish the details of this Program in a form agreeable to Columbia on its website to market it to students. Columbia and MATC will have the right to review and approve all advertising for the Program.
- b. <u>Severability</u>. If any provision of this MOU is found illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such provision of this MOU shall be deemed severed from this MOU and the validity of the remainder of this MOU shall not be affected thereby.
- c. <u>Governing Law & Venue</u>. This MOU shall be governed by and construed in accordance with the laws of the State of Illinois. The parties shall use Cook County in the State of Illinois as the venue for any disputes arising from or in connection with this MOU.
- d. <u>Notices.</u> All notices or other written communications relating to termination, expiration, or any other legal matter relating to this MOU will be effective when received in accordance with this Section 6(d) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of the Columbia, an additional copy addressed to "General Counsel:"

For Milwaukee Area Technical College:
Jonathan Feld
Milwaukee Area Techical College
700 W State St
Milwaukee, WI 53233

For Columbia College Chicago: Holly Herrera, PhD Columbia College Chicago 600 S. Michigan Avenue, Ste. 601A Chicago, IL 60605

cc: Columbia College Chicago Office of the General Counsel

600 S. Michigan Avenue, Rm. 810 Chicago, Illinois 60605

a. <u>Waivers</u>. The waiver by either party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

- b. <u>Amendments</u>. This MOU may be modified or amended only via a writing signed by both parties.
- c. <u>Assignment</u>. Neither party may assign its rights or delegate its duties under this MOU. Any attempted assignment or delegation in violation of this Section shall be null and void.
- d. <u>Entire Agreement & Modification.</u> This MOU contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all other agreements,

- understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter. This MOU shall not be modified, altered, or amended in any way other than by a written instrument executed by the parties.
- e. <u>Counterparts: Facsimile Signatures.</u> This MOU may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this MOU, facsimile signatures shall be considered equivalent to original signatures.
- f. <u>Survival</u>. All sections of this Agreement which by their nature would be expected to survive termination or expiration shall do so.
- g. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this MOU. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- h. <u>Compliance with Laws.</u> The parties shall comply with all applicable laws and regulations in performing their obligations hereunder, including, but not limited to, FERPA. When taking actions (or failing to act) in any way relating to this MOU, each party agrees that it shall not unlawfully discriminate against any person on the basis of race, sex, sexual orientation, religion, disability, age, national origin, or ancestry, genetic information, military status, gender identity and expression, veteran status, pregnancy or color.
- i. <u>Force Majeure.</u> Neither party shall be responsible for failure to perform the MOU if circumstances beyond its control (including but not limited to: acts of God, hurricanes, floods, epidemic or pandemic, strikes, work stoppages, or other labor disturbances, governmental authority, or declared war in the United States) make it illegal or impossible to perform as required. In such event, both parties shall use good faith efforts to arrange for a mutually agreeable alternative form of performance. If the parties are unable to agree to an alternative form of performance, the MOU shall terminate and neither party shall have any further obligations to perform.
- j. <u>Headings</u>. The section headings appearing in this MOU are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of any such section, or in any way affect this MOU.

By signing below, each party acknowledges its agreement with the terms and conditions of this MOU and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this MOU as of the Effective Date.

Milwaukee Area Technical College

Mohammad Dakwar, EdD

Vice President, Leaning

Date 1/24/200

Columbia College Chicago

Holly Herrera, PhD

Associate Provost for Transfer Initiatives and Academic Partnerships

Date January 28, 2020

APPENDIX A

MILWAUKEE AREA TECHNICAL COLLEGE GUARANTEED ADMISSION PROGRAM BACHELOR OF ARTS PROGRAMS AVAILABLE FOR 2020 ADMISSIONS CONCENTRATIONS IN ITALICS

Acting
Advertising
Art Direction
Copywriting
Strategy

ASL-English Interpretation

Animation

Computer Animation Traditional Animation

Art History

Arts Management
Creative Industries
Film Business
Performing Arts
Visual Arts

Audio Arts

Audio and Sound Design Audio Visual Systems

Integration

Live Sound Reinforcement

Music Recording.
Comedy Writing and

Performance Communication Creative Writing

Fiction

Nonfiction

Poetry

Dance

Deaf Studies

Design Management

English

Fashion Studies

Fashion Merchandising Fashion Product Dev

Filmmaking
Fine Arts
Game Art
Game Design
Sound Design

Game Development

Graphic Design
Publication Design
Web Design
General

Illustration

Interaction Design
Graphic Design
Smart Interfaces
User Experience
Web and Mobile Dev

Interdisciplinary Documentary

Journalism

Broadcast Journalism -

Radio

Broadcast Journalism - TV Magazine Program News & Features

Marketing

Digital Media

Entertainment Industry Sports Management

Music

Music Business

Artist Management Live and Touring Recorded Music and

Publishing

Musical Theatre

Photography

Commercial

Fashion Photography

Fine Art

Photography - General

Photojournalism

Programming

Application Programming Game Programming

Public Relations

Radio

Narrative Production Voiceover

Social Media & Digital

Strategy

Television

Internet and Mobile Media Post-Production Effects Production and Directing Writing and Producing

Theatre

Directing Playwriting

Stage Management

Theatre Design and

Technology

