



Articulation Agreement Memorandum of Understanding Between

Northwestern Michigan 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 Northwestern Michigan College (hereinafter referred to as NMC) agree to work collaboratively to provide transfer admission opportunities for academically qualified students and graduates of NMC, facilitate student academic transfer and create a smooth transition for students from NMC 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 NMC and will include a semester by semester map of the remaining courses to be taken at UMaine. This Memorandum of Understanding contains the common terms and conditions that will govern each of the *Individual Program Transfer Articulation Agreements* created between NMC and UMaine.

<u>1. Program Requirements</u>: Students from NMC 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. <u>Transfer credits</u>: 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 NMC with an equivalent course at UMaine will transfer in as that course; any course taken at NMC 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.



A S G S THE UNIVERSITY OF MAINE

<u>3. Program Review</u>: Representatives from NMC 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 Transfer Articulation Agreement*, for identifying and incorporating any changes into subsequent *Individual Program Transfer Articulation Agreement*.

<u>4. Promotion</u>: UMaine and NMC 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. NMC 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.

<u>6. Non-discrimination</u>: NMC 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 NMC in the employment of individuals with disabilities.

<u>7. Liability</u>: 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.

<u>8. Liability Insurance</u>: During the term of this agreement, NMC shall maintain, and on request furnish proof of general liability insurance in the amount of coverage of not less than \$1,000,000 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 \$1,000,000 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 NMC.

<u>9. Governing Law:</u> 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.

<u>10. Severability</u>: 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.

<u>11. Independence</u>: NMC 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.

<u>12. Waiver</u>: 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.

<u>13. Force Majeure</u>: 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.

<u>14. Student Records</u>: 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.

<u>15. Entire Agreement:</u> 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.

<u>16. Notice</u>: Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (a) on the day of delivery in person; (b) five (5) days after deposit in first class registered mail, with return receipt requested; (c) on the actual delivery date if deposited with an overnight courier; or (d) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section:





NMC Contact Information:

Stephen Siciliano Vice President for Educational Services Northwestern Michigan College 231.995.1373 ssiciliano@nmc.edu

UMaine Contact Information:

Christopher M. Richards Vice President for Enrollment Management University of Maine 207.581.1583 Christopher.michael.richards@maine.edu

Executive Vice President for Academic Affairs and

Vice President for Enrollment Management

<u>17</u>. Assignment: This Agreement may not be assigned, transferred or conveyed, in whole or in part, by either party.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Memorandum of Understanding this 1st day of February 2021.

NORTHWESTERN MICHIGAN COLLEGE

Stephen Siciliano Vice President for Educational Services

02/02/2021 date

Marguerite Cotto Vice President for Lifelong & Professional Learning

2-04-200

Signature

date

Chintoph The Feelow

Christopher M. Richards

UNIVERSITY OF MAINE

John C. Volin

Provost

Signature

01/25/2021

date

01/26/2021

date

Signature





Individual Program Transfer Articulation Agreement

Between Northwestern Michigan College

And the University of Maine System acting by and through

The University of Maine

For Transfer From

Associate in Applied Science in Surveying

То

Bachelor of Science in Survey Engineering Technology

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

Admissions requirements: Successful Completion of the Associate in Applied Science in Surveying and a complete application for admission.

Scholarships and Financial Aid dates: Applying before June 1st for a fall entry allows students to be considered for transfer merit awards, June 1st is also the on-time FAFSA filing date for fall transfers.

Side by Side Course Equivalency Table as March 2021

Identifies how courses in the Associate in Applied Science in Surveying at NMC transfer to the Bachelor of Science in Survey Engineering Technology at UMaine when the required grade is earned in each course, minimum C- (C for English Composition).

deneral Education Regarchients						
NMC Courses:		Cr	UMaine Transfer Equivalent*:		Cr	
ENG111	English Composition	4	ENG101	English Composition@	4	
ENG220	Technical Writing	3	ENG200X	English Elective – will substitute for ENG 317 at UMaine	3	
PHL Course: PHL 203	Select: PHL 203 Environmental Ethics to	3	PHI 232	Environmental Ethics	3	

General Education Requirements





	meet UM degree requirements.			@ Population & Environment	
NMC Courses:		Cr	UMaine T	ransfer Equivalent*:	Cr
MTH 122 ^{SR} MTH 141 PHY105	Math Competency: Trigonometry ^{oR} Calculus I (if prereq. is met) Physics of the World Around Us	3 0R 5 4	MAT100X ^{or} MAT 126 PHY 105	Math Elective (knowledge used to place into Calculus I) @Quant. or Calculus I @ Quantitative Literacy Descriptive Physics @Lab Science Substitute for PHY 107 Technical Physics I. Expected to meet prereq for UNE's PHY1011	3 0R 5 4
GE0115	Introduction to GIS	3	SFR100X	Forest Resources elective – will substitute for SIE 509 Intro to Geographic Info Systems	3
	Credits	20-22		Credits	20-22

Occupational Specialty Requirements:

NMC Cours	es:	Cr	UMaine Tr	ansfer Equivalent*:	Cr
AVF211	Commercial Drone Operations	4	SVT331	Photogrammetry	4
				Principles of Statistical	
MTH131	Intro to Prob & Stats	3	STS232	Inference @ Quantitative Literacy	3
SVR110	Fundamentals of Surveying	5	CET101 &	Plane Surveying &	4
			SVT110	Instrument & Data Collectors	1
SVR120	CAD for Surveying	4	SVT121	AutoCAD for Surveyors I	4
SVR150	Construction Survey App	5	SVT202	Route & Site Surveying	5
SVR160	Survey Calculations	3	SVT352	Practical Field Operations	3
SVR210	Surveying Positioning	5	SVT437	Practical GPS	5
				Boundary Law	
SVR220	Boundary Surveying	3	SVT221	@ West Cult Trad/Writing Intensive	3
WSI200	GL Research Technologies	3	SFR200X	Forest Resources Elective can	3
				be used as a Program	
				Elective	
WSI300	Remote Sensing and Sensors	3	SFR300X	Forest Resources Elective can	3
				be used as a Program	
				Elective	
Approved	MTH 141 Calculus I	5	MAT 126	Calculus 1 @ Quantitative	5
Elective	(preferred)	OR	OR	Literacy	OR
	OR MTH 142 Calculus II	5	MAT 127	OR	5
	OR	OR	OR	MAT 127 Calculus II @Quant.	OR
	A course to meet a UMaine	3	Gen Ed/	OR	3
	Cultural Diversity & International		degree	Cultural Diversity &	
	Perspective or Artistic & Creative		req/	International Perspective@ OR	
	Expression General Education	1	Program	Artistic & Creative	
	requirement, degree		Elective	Expression@ OR a degree	
	requirement or Program Elective			requirement or a Program	
	requirement			Elective	
	Credits	41 - 43		Credits	41 - 43
Note: Stude	nts who do not take MTH 141 Calculus I a	t NMC and	who do not r		ne on





the Math Placement Test will need to take MAT 122 Pre-calculus (UMaine's prerequisite for MAT 126 Calculus I). Student are advised to take Pre-calculus the summer before starting the UMaine program if needed. @ satisfies a UMaine General Education Requirement.

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

Special Notes

Selected courses for the NMC Approved Elective, if Calculus I or Calculus II are not taken, that satisfy the following UMaine requirements:

Artistic and Creative Expression: ART 112, MUS 101, MUS 201, MUS 202

Cultural Diversity and International Perspective: ANT 113, PLS 211

Degree Requirements: COM 111, ECO 202

Program Elective: CHM 150, CHM 150R, AST 109

Other courses at NMC may also meet the above UMaine's requirements. To request that an NMC course be evaluated to see if it meets a UMaine requirement, email a copy of the syllabus to UMaine's Credit Evaluation Office at <u>um.transfer@maine.edu</u>.

For an up to date list of how NMC courses transfer to UMaine and which NMC courses can be used to meet UMaine requirements please consult the UMS Online Transfer Equivalency Tool found online at <u>https://peportal.maine.edu/</u>.

Courses taken at NMC 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 NMC in order to earn the grade needed to count toward the degree at UMaine.

Students may choose to take additional courses from outside the AAS in Surveying curriculum at NMC to satisfy UMaine program or general education requirements. These courses can be taken prior to starting the UMaine program or concurrently during the UMaine program with UMaine advisor approval.

Courses to complete the Online UMaine BS in Survey Engineering Technology as of March 2021

Remaining UMaine General Education Requirements	
Cultural Diversity & International Perspectives	0 - 3
Course can be taken at UMaine or at NMC with UMaine advisor permission	
(3 credits if taken after AAS degree, 0 if taken as Approved Elective in place of MTH 141 at NMC)	
Creative & Artistic Expression	0 - 3
Course can be taken at UMaine or at NMC with UMaine advisor permission	
(3 credits if taken after AAS degree, 0 if taken as Approved Elective in place of MTH 141 at NMC)	





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	urvey Engineering Technology Degree Requirements	
COM 200 at UMFK	Public Speaking (UMFK) or take at NMC: COM 111 Public Speaking (with	3
	permission of UM advisor if taken after enrollment at UMaine)	
ENG 201	Strategies for Writing Across Contexts*	3
MAT 126 equivalent	Calculus I (can be taken online from UMA, USM, or SMCC) or at NMC: MTH	0 - 4
	141 Calculus I - (0 credit if taken as part of the AAS in Surveying at NMC, 4	
	if taken after AAS degree)	
MAT 127 equivalent	Calculus II (can be taken online from UMA, USM, or SMCC) OR at NMC: MTH	4
	142 Calculus II transfers as MAT 100X and is used to substitute for MAT 127)	
PHY 1011 at UNE	Physics II can be taken online from University of New England (NMC's PHY	4
	105 is expected to meet the prerequisite for this course).	
ECO120	Principles of Microeconomics OR ECO 202 Principles of Microeconomics at NMC	3
OR	OR	
ECO 122	Principles of Macroeconomics	
COS 103	Intro to Spreadsheets*	1
SVT 122	AutoCAD for Surveyors II*	3
SVT 322	Preparing Effective Prop Description*	1
SVT 329	Site Planning & Sub-Division Design*	1
SVT 201	Adjustment Compensation*	3
SVT 332	Engineering for Surveyors*	-3
ACC 201	Principles of Financial Accounting	3
EET 484	Engineering Economics*	3
SVT 418	Fund of Surveying Exam Overview*	1
SVT 341	Advanced Surveying*	3
SVT 451	Survey Business Law*	3
SVT 490	Surveying Capstone*	3
ECO 245	Small Business Economics and Management*	3
Com. Elective	Advanced Communications Elective	3
Program Elective	Program Elective - Course may be taken at UMaine or at NMC with UMaine	3
5	advisor permission	
Program Elective	Program Elective - Course may be taken at UMaine or at NMC with UMaine	3
_	advisor permission	
Program Elective	Program Elective - Course may be taken at UMaine or at NMC with UMaine	3
-	advisor permission	
Program Elective	Program Elective - Course may be taken at UMaine or at NMC with UMaine	4
	advisor permission	
Exam	Fundamentals of Surveying Exam (passing not required)	0
	Credits	64 - 68
and a second sec	AAS in Surveying	70-71

*Courses used to meet UMaine academic residency requirements.

Degree Requirement Notes:

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As noted above, online students may choose additional courses, beyond the requirements for the AAS in Surveying, at Northwestern Michigan College to meet UMaine General Education requirements and degree requirements. Once enrolled at UMaine, students need permission from their UMaine academic advisor prior to enrolling in NMC or other university courses. The UMaine online Course Equivalency Tool (https://peportal.maine.edu/) provides an up-to-date list of NMC courses that transfer to UMaine and meet degree requirements. Some required online courses will be offered by collaborating universities as noted above. Students should consult with their academic advisor when selecting courses from institutions other than UMaine to ensure that their program complies with the UMaine academic residency requirement which states that students are expected to earn a minimum of 30 credits originating from the University of Maine with at least 15 of those credits at the 300 level of higher.

Survey Engineering Technology Program Electives should be selected in coordination with the UMaine academic advisor and should come from the following list: Any Accounting, Astronomy, Business, Chemistry, Computer Science, Economics, Engineering/Engineering Technology, Finance, Forestry, Geography, Geology, Management, Marketing, Mathematics, Physics, ROTC/NROTC, or Spatial Information course that is not substantially duplicative of a required course or below the required courses in number

Total minimum degree credit hours required for the Bachelor of Science in Survey Engineering Technology is 125 credits consisting of specific degree requirements, specific elective requirements, and general education requirements. Total credits taken between NMC and UMaine may exceed 125 because of the 4 and 5 credit courses at NMC.

Transfer students will be accorded the same standards and criteria for admission to a major degree sequence as UMaine students. All applicants accepted to UMaine's baccalaureate programs must fulfill the graduation requirements as identified in UMaine's academic catalog. For up to date degree information please check UMaine's online catalog at http://catalog.umaine.edu/. The most recent transfer credit equivalency information is available through the online transfer equivalency listing located at https://peportal.maine.edu/. See appendix A for complete degree requirements.

Contacts/designee at each campus for more information:

Northwestern Michigan College

Jason Slade Director of Technical Academic Area jslade@nmc.edu (231) 995-1995

University of Maine:

Sharon Oliver **Director of Transfer Admission** smoliver@maine.edu 207.581.1561

Articulation Implementation and Agreement Review

NMC and UMaine: AAS in Surveying / BS in Survey Engineering Technology



The Chief Academic Officer designee of the collaborating institutions shall be responsible for implementing this agreement, for identifying and incorporating any changes into subsequent agreements, and for conducting a periodic review of this agreement.

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Signatures to this Agreement

This agreement becomes effective on April 1, 2021 and will be reviewed in July 2026 for renewal discussion.

Northwestern Michigan College:

Stephen Siciliano Vice President for Educational Services

phen N. Siciliano 3/22/2021

Signature

date

Marguerite Cotto Vice President for Lifelong & Professional Learning

Signature date

Jason Slade Director of Technical Academic Area

Sig ure

John Volin

Executive Vice President for Academic Affairs and Provost

Signature

3/19/2 date

Christopher M. Richards Vice President for Enrollment Management

University of Maine:

3/15/2021

Signature

date

Dana Humphrey Dean, College of Engineering

mli

3/12/21

Signature

Will Manion

Director of School of Engineering Technology

Signature

date

Ray Hintz Professor of Survey Engineering Technology

NMC and UMaine: AAS in Surveying / BS in Survey Engineering Technology

March 2021





03-11-21

Signature

date

Appendix A

University of Maine Bachelor of Science ONLINE Degree in Survey Engineering Technology

March 2021

First Semester		Second Semester				
UMaine		Cr			Cr	
COM200	Public Speaking – (UMF)	3	ENG101	English Composition - (UMA)	3	
COS103	Intro to Spreadsheets	1	MAT126	Calculus I - (USM, UMA, SMCC)	3	
MAT122	Pre-calculus	4	PHY108	Physics II - (UNE)	4	
PHY1010	Physics I - (UNE)	4	SVT101	Basic Surveying & Field Office Processes	3	
SVT100	Introduction to Surveying Technology	1	Gen Ed	Artistic and Creative Expression	3	
SVT110	Instrumentation and Data Collectors	1				
SVT121	AutoCAD for Surveyors	3				
	Credits	17		Credits	16	

Third Semester			Fourth	Semester	
UMaine		Cr			Cr
MAT127	Calculus II - (USM, UMA, SMCC)	3	ENG201	Strat for Writing Across Contexts	3
STS232	Principles of Statistical Inference	3	SVT201	Adjustment Computations	3
SVT122	AutoCAD for Surveyors II	3	SVT221	Boundary Law	3
SVT202	Route & Site Surveying	3	SVT331	Photogrammetry	3
Elective	Program Elective	3	SVT332	Engineering for Surveyors	3
	Credits	15		Credits	15

Fifth Semester			Sixth Semester		
UMaine		Cr			
		3	EC0120	Principles of Microeconomics	3
			OR	OR	
ACC201	Principles of Financial Accounting		EC0121	Principles of Macroeconomics	
ENG31		3			
7	Business and Technical Writing		SVT352	Practical Field Operations	3
	Preparing Effective Property	1			
SVT322	Description		Gen Ed	Cultural Diversity	3

NMC and UMaine: AAS in Surveying / BS in Survey Engineering Technology



MAINE

	Credits	18		Credits	15
Gen Ed	Population and Environment	4			
SVT451	Survey Business Law	3			
SVT341	Advanced Surveying	3	Elective	Program Elective	3
SVT329	Site Planning & Subdivision Design	1	Elective	Communications Elective	3

Seventh Semester			Eighth	Semester	
UMaine		Cr			Cr
EET484	Engineering Economics	3	SIE509 or GIS300	Intro to Geographic Info Systems or Geographic Info Systems I (UMM)	3
SVT418	Fund of Surveying Exam Overview	1	SVT490	SL: Surveying Capstone	3
SVT437	Practical GPS	3	Elective	Program Elective	3
EC0254	Small Business Economics & Mangmt.	3	Elective	Program Elective	3
Elective	Program Elective	3		Fundamentals Surveying Exam (passing not required)	0
Elective	Program Elective	3			
		16			12

Total Program Credits: 125 credits

Program elective courses should be picked from the list of Surveying Engineering Technology Program Electives (Any Accounting, Astronomy, Business, Chemistry, Computer Science, Economics, Engineering/Engineering Technology, Finance, Forestry, Geography, Geology, Management, Marketing, Mathematics, Physics, ROTC/NROTC, or Spatial Information course that is not substantially duplicative of a required course or below the required courses in number) and be approved by an advisor.

General Education Requirement Electives do not have to be taken in the order shown.