

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNIVERSITY OF CENTRAL MISSOURI

AND

MINERAL AREA COLLEGE

UCM/MAC INSTITUTIONAL TRANSFER AGREEMENT

This Memorandum of Agreement ("Agreement" or "MOA") made this 26th of November between THE UNIVERSITY OF CENTRAL MISSOURI, a public, four-year institution of higher education located in Warrensburg, Missouri (also referred to herein as "CENTRAL MISSOURI" or "UCM") and MINERAL AREA COLLEGE, an open-enrollment, public, two-year institution of higher education located in Park City, Missouri (hereafter "MINERAL AREA COLLEGE" or "MAC"). UCM and MINERAL AREA COLLEGE are also individually referred to herein as "institution" or collectively as "institutions" for the purpose of providing an institutional transfer for students attending UCM and MINERAL AREA COLLEGE.

THE UNIVERSITY OF CENTRAL MISSOURI and MINERAL AREA COLLEGE are both regionally accredited by the Higher Learning Commission and recognize credits earned by other institutionally accredited colleges and universities.

MINERAL AREA COLLEGE and UCM share a mutual interest in fostering the success of MINERAL AREA COLLEGE domestic associate degree students who intend to transfer and pursue a bachelor's degree program at UCM.

This agreement between UCM and MINERAL AREA COLLEGE serves to:

- a. Formalize procedures, policies, obligations, responsibilities, exclusions, and commitments from UCM and MINERAL AREA COLLEGE.
- b. Reduce the potential time and cost to bachelor's degree completion at UCM.
- c. Develop academic advising agreements between the student, UCM, and MINERAL AREA COLLEGE to ensure course transferability towards a degree and with mutual understanding of academic major requirements at UCM.

To achieve the goals outlined above, this agreement formally establishes a collaborative effort between UCM and MINERAL AREA COLLEGE and the expectations, obligations, and responsibilities of each stakeholder. To provide for seamless transfer and to encourage students to complete their degree programs, students participating in this agreement from MINERAL AREA COLLEGE will be enrolled at Junior status (60-89 credit hours) in the undergraduate program at UCM if they have completed the Associate of Arts, Associate of Arts in Teaching degree from MINERAL AREA COLLEGE. This agreement provides an additional \$1,500 UCM renewable additional scholarship (stackable) upon graduation with an associate's degree at MAC. UCM will accept all college level credits from MINERAL AREA COLLEGE. Students who hold an Associate of Arts (AA) or an Associate of Arts in Teaching (AAT) are considered to have met UCM general education requirements except for any specific general education courses required by the student's major. Students who transfer without a degree or with a different associate degree will have their courses evaluated on a course-by-course basis for UCM's general education program.

THE UNIVERSITY OF CENTRAL MISSOURI AND MINERAL AREA COLLEGE agree as follows:

- a. UCM and MINERAL AREA COLLEGE will encourage and advise students to complete an associate degree.
- b. Each school will share official transcripts at the end of each enrollment term through a secure data sharing mechanism at no cost to the student.

Obligations and responsibilities by individual administrative departments at UCM and MINERAL AREA COLLEGE:

A. ADMISSIONS:

- a. UCM will identify students who are participating in the UCM/MAC Transfer Agreement in their institution's student information system for tracking purposes.
- b. Students seeking admission to UCM must submit a free UCM application for admission.
- c. UCM agrees to cover the cost for MAC student official transcripts to be sent to UCM. MAC agrees to invoice UCM for these costs on an annual basis.
- d. Admission to certain UCM academic programs may include additional admission requirements which are noted in the UCM Undergraduate Catalog.
- e. Students are encouraged to attend a new student orientation at UCM and any orientation offered through MINERAL AREA COLLEGE.

B. REGISTRAR:

- a. Each institution will honor the catalog in force at the time of the student's initial enrollment.
- b. Eligible UCM students may elect to participate in Missouri Reverse Transfer to complete their associate degree at MAC.

C. ACADEMIC ADVISING

- a. Each student participating will have access to a counselor/advisor at each institution.
- b. Both MINERAL AREA COLLEGE and UCM will provide each student participating in the UCM/MAC transfer agreement a degree audit.
- c. UCM will provide academic advising in accordance with UCM's articulation agreements and academic planning documents.
- d. Students are encouraged to meet with UCM and MINERAL AREA COLLEGE academic advisors to determine appropriate course enrollment to minimize transfer credit loss.

D. MARKETING AND CO-BRANDING:

- a. MINERAL AREA COLLEGE and UCM acknowledges the importance of marketing the UCM/MAC transfer agreement. MINERAL AREA COLLEGE and UCM work collaboratively to share information with students.
- b. MINERAL AREA COLLEGE and UCM will publicize the opportunity provided to students through appropriate venues.

- c. Any use of marks, names, and logos of either institution shall be approved by each institution.
 - d. All media placements external to those owned by the institutions are subject to approval by both institutions, such as promotional plans, advertising, and marketing materials regarding this agreement.
 - e. MINERAL AREA COLLEGE will share the brochure created by UCM with students which both publicizes and articulates program requirements and obligations within.
- E. FINANCIAL AID:
- a. UCM commits to a \$1,500 renewable stackable scholarship for all students who complete an associate's degree at MAC and are admitted to UCM. This scholarship can be "stacked" on any other scholarship (private or institutional) or grant the student receives.
 - b. MAC associate degree graduates are eligible for UCM merit-based transfer scholarships and the Phi Theta Kappa scholarship.
- F. Additional joint responsibilities by both UCM and MINERAL AREA COLLEGE:
- a. UCM will work in good faith to effectuate the intent of this agreement and will encourage MINERAL AREA COLLEGE students who express an interest to complete an associate degree before transferring to UCM.
 - b. MINERAL AREA COLLEGE will work in good faith to effectuate the intent of this agreement and will make transfer programs information available to MAC students.
 - c. Abide by the academic and student conduct policies of each institution.
 - d. MAC Transfer Services department and UCM will collaborate annually to update transfer guides.
 - e. Students are expected to manage official email accounts at both institutions.
 - f. Each institution will be responsible for its own costs related to the performance of the obligations undertaken to fulfill this agreement.
- G. In support of this agreement, MINERAL AREA COLLEGE will:
- a. Provide opportunities for UCM contact person(s) and/or staff the ability to use the Transfer Center to discuss onsite transfer requirements as space allows.
- H. In support of this agreement, UCM will:
- a. Identify and support a program contact person/advisor for the UCM/MAC agreement.
 - b. Pay transcript fees to MINERAL AREA COLLEGE for all students applying for admission to UCM under the terms of this agreement.
- I. General Provisions:
- a. This agreement will commence with the start of the fall 2025 semester and is effective for a period of 10 years and may be renewed or amended by the consent of both parties. This

agreement encompasses all regional campuses or centers for both institutions.

- b. Either party may terminate this agreement by giving the other party written notice 30 days in advance of the anticipated termination. Any termination under this provision shall be without penalty and neither party shall be liable to the other for any monetary or other losses that may result. In the event the agreement is terminated, the parties will make every effort to not disadvantage individual students who are already participating in the benefits accruing to them as a result of this agreement.
- c. FERPA: Notwithstanding the foregoing, the parties will share student records, only as permitted by law. The parties acknowledge that all student records arising pursuant to this Agreement are confidential and that such confidentiality shall be maintained by the parties. Each party further acknowledges that all information received, including but not limited to, student progress in a program, financial aid awards, academic records, and participation in party-sponsored programs, if any, is protected under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, ("FERPA"), and each party agrees that disclosure of such information will be made only in compliance with FERPA.
- d. All marketing and promotional material and any other material used in the program shall be jointly approved by each institution.
- e. For purposes of administering this agreement, the parties' respective points of contact are:

For UNIVERSITY OF CENTRAL MISSOURI:

Name: Ann McCoy, Interim Vice Provost for Academic Programs

Phone: 660-543-4788

Email: mccoay@ucmo.edu

For MINERAL AREA COLLEGE

Name: Keith Zoromski, Provost and VP of Academic Affairs

Phone: 573-518-2100

Email: ProvostOffice@mineralarea.edu.

- f. This agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. This agreement embodies the entire agreement and understanding of the parties hereto in respect of the undertakings contemplated hereby, supersedes all prior agreements and understandings among the parties with respect thereto, and may be amended, modified, or supplemented only by a written instrument executed by all the parties hereto.
- h. This agreement is subject to all federal laws, the Constitution of the State of Missouri, and the Revised Statutes of Missouri. During the term of this agreement, each institution shall take such actions, including revising this agreement, as necessary or advisable to comply fully with all laws, rules and regulations applicable to the provenance of this agreement, including without limitation the Family Educational Rights and Privacy Act.
- i. All the provisions of this agreement shall be severable. In the event that any provision of this agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this agreement shall be valid unless the court finds the valid provisions of this agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this agreement could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in

accordance with the intentions of the parties.

- j. The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this agreement can be waived except by the written consent of the other party, and forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of any term, covenant or condition to be performed by the other party to which the same may apply and, until complete performance of said term, covenant or condition, the parties shall be entitled to invoke any remedy available to it under this agreement or by law despite any such forbearance or indulgence.

This agreement is entered into as of the last date of the signatures contained below.

For UNIVERSITY OF CENTRAL MISSOURI:

Signed by:



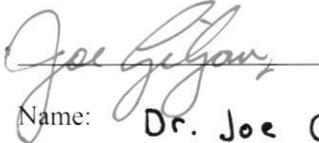
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Name: Roger Best

Phone: 660-543-4112

Email: president@ucmo.edu

For MINERAL AREA COLLEGE



Name: Dr. Joe Gilgour

Phone: 573-518-2146

Email: jgilgour@mineralarea.edu