MEMORANDUM OF AGREEMENT
BETWEEN
NORTHWEST MISSOURI STATE UNIVERSITY
AND
METROPOLITAN COMMUNITY COLLEGE

This Agreement is between Northwest Missouri State University, a public, four-year institution of higher education located in Maryville, Missouri (hereafter “NORTHWEST”) and Metropolitan Community College, an open-enrollment, public, two-year institution of higher education located in Kansas City, Missouri (hereafter “METROPOLITAN”) for the purposes set forth below.

PREAMBLE

WHEREAS NORTHWEST is recognized as an institution that provides a quality education with high rates of student retention and success and high levels of student satisfaction; and

WHEREAS NORTHWEST wishes to extend the geographical reach of its course offerings into the Kansas City region and thereby establish itself as the four-year institution of choice for students seeking baccalaureate degrees from that area of the district; and

WHEREAS METROPOLITAN offers a variety of academic programs, including an arts and sciences program to help prepare its students for successful transfer to four-year colleges or universities; and

WHEREAS METROPOLITAN wishes to further strengthen its college transfer and other programs by closer collaboration with NORTHWEST; and

WHEREAS both NORTHWEST and METROPOLITAN believe that by cooperating the parties will be expanding and strengthening their relationships and their mutual interests, including but not limited to enrollment increases for both and by cooperating will be improving the services provided to the citizens of the State;

NOW THEREFORE NORTHWEST AND METROPOLITAN agree as follows:

1. Reverse Transfer Agreement:
   a. Students at NORTHWEST may transfer credits for course work earned at NORTHWEST to METROPOLITAN for the purpose of completing some requirements for an associate degree.
   
   b. A METROPOLITAN student must have completed a minimum of 42 credit hours at 100 level or above at METROPOLITAN to qualify for the reverse transfer agreement.
   
   c. For those students who have met the above requirement, METROPOLITAN would treat hours submitted for reverse transfer as if they were hours earned at METROPOLITAN.
Such “reverse transfer” authority is intended to allow METROPOLITAN students who may transfer to NORTHWEST prior to achieving their associate degree the advantage of completing such a degree pending their further efforts toward obtaining a baccalaureate degree.

Such “reverse transfer” authority is also intended to allow students who may, for various reasons, leave NORTHWEST prior to completing their baccalaureate degree or are interested in completing the associate degree while attending NORTHWEST the opportunity to apply the credits they have earned up to that point toward achieving an associate degree at METROPOLITAN.

Students who qualify for the joint admission agreement will be encouraged to complete an associate degree and explore opportunities for reverse transfer.

METROPOLITAN will encourage students to send a transcript for the purpose of completing requirements for an associate degree, at which time NORTHWEST will provide an official transcript to METROPOLITAN at no cost to METROPOLITAN or to the student.

2. Joint Admission Agreement:
   a. Subject to conditions hereafter stated, students at METROPOLITAN and NORTHWEST may participate in a “joint admission program” by which they may transfer from one institution to the other, alternate enrollment between the two institutions or co-enroll in both institutions at their discretion.
   
   Students applying to METROPOLITAN and simultaneously meeting NORTHWEST’S admission requirements, including the high school diploma or GED, may apply for and be accepted into the joint admission program online. Students may freely transfer courses covered by articulation agreements between both institutions.
   
   If a student does not meet NORTHWEST’S entrance requirements at the time he or she enters METROPOLITAN, that student is not eligible for joint admission. However, the student may become eligible for joint admission at a future date by meeting the requirements for “transfer student admission” to NORTHWEST.
   
   After acceptance under joint admission, the participants must continually meet all admission requirements for both institutions to retain their eligibility to participate in the program. Students losing eligibility to participate in the joint admission program may nevertheless continue at their respective institutions at the discretion of that institution.
   
   Students who co-enroll will be expected to be knowledgeable of the policies and rules for students at both institutions and to agree to comply with those rules. Students appealing academic or disciplinary issues will be directed to the institution under whose jurisdiction the matter falls and will follow the established procedures of that institution.
f. METROPOLITAN students also admitted to NORTHWEST under the joint admission program will receive the following benefits from NORTHWEST, all subject to the policies of NORTHWEST:

1. A NORTHWEST picture ID/bank card to use at the library, dining facilities and the Bearcat Bookstore to charge to a NORTHWEST account;
2. Student access to NORTHWEST sporting events, concerts, speakers and other cultural events;
3. Access to the NORTHWEST library and athletic facilities;

Students will be encouraged and advised to complete the associate degree to minimize the loss of transfer hours.

h. METROPOLITAN students desiring to take classes at NORTHWEST should formally transfer classes via official transcript at the earliest possible time.

i. Students earning transfer credit through a third-party institution must provide an official transcript to both METROPOLITAN and NORTHWEST in order for the credit to be applied to their degree.

j. For financial aid purposes, as long as a student stays enrolled in the joint admission program, METROPOLITAN will be the Home Institution until completion of the associate degree. NORTHWEST will become the Home Institution after the student has completed his or her associate degree or at such time the student formally transfers to NORTHWEST when all regular transfer policies would apply.

k. Students may receive institutional scholarships from the Home Institution. In order to receive institutional scholarships, students must meet scholarship requirements at the Home Institution. Students will be required to designate their home school for federal and state aid purposes. Under no circumstances will a student receive state and/or federal aid from both institutions in a given term.

4. Joint Responsibilities:

a. Each institution will exchange information within legal guidelines about specific students with the goal of making students aware of scholarships, financial aid, and the potential to satisfy degree requirements by transferring coursework between both institutions.

b. Each institution will grant students access to library facilities and athletic facilities in accordance with the student access policies of each institution.

c. Except as otherwise provided herein, each institution will be responsible for its own costs related to the performance of the obligations undertaken to fulfill this Agreement.

d. Separate academic records for students will be maintained by each institution, but information from those records, to the extent permitted by law, will be exchanged to facilitate performance of the terms of this Agreement. This exchange will occur on a semester basis.
e. Each institution will honor the catalog in force at the time of the student’s initial enrollment provided the student remains continuously enrolled at either institution and this joint admissions agreement remains in effect. The Home Institution’s catalog policy will apply if the student decides to stop his or her enrollment and later re-enters the joint admissions program.

5. Institutional Responsibilities:
   a. METROPOLITAN shall make student level information available to NORTHWEST to facilitate admitting students to the joint admission program. This will be in the form of an electronic file that will be shared on a semester basis.

   b. NORTHWEST shall provide periodic academic advising to students at METROPOLITAN prior to their actual date of transfer to NORTHWEST.

6. General Provisions:
   a. This Agreement will commence with the start of the fall 2009 semester and is for a period of 10 years, and may be renewed by the consent of both Parties.

   b. Either Party may terminate this Agreement by giving the other Party written notice one year 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. The Provost at NORTHWEST and the Chancellor at METROPOLITAN will appoint a committee each year to review this Agreement and determine the desirability of terminating or expanding it. Administrative, faculty, and student input are encouraged. Input from transfer students is particularly encouraged.

   d. All marketing and promotional material and any other material used in the program shall be jointly approved by each institution. Each institution may charge its relevant tuition and fees for the courses it offers under this program and may retain the revenues it generates from those course offerings.

   e. For purposes of administering this Agreement, the Parties’ respective points of contact are:

      For NORTHWEST:  
      Name: Dr. Doug Dunham  
      Phone: 660-562-1122  
      Email: dunham@nwmissouri.edu

      For METROPOLITAN:  
      Name: Fran Padow  
      Phone: 816-759-1081  
      Email: Fran.Padow@mcckc.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 of the Parties hereto.

h. This Agreement is subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri.

i. All of 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 the 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 Northwest Missouri State University

By: __________________________
Name: John Jasinski
Title: President
Date: ________________________

For Metropolitan Community College

By: __________________________
Name: Jacqueline I. Snyder
Title: Chancellor
Date: ________________________