

**Memorandum of Understanding
Between Missouri Southern State University
And
Ozarks Technical Community College**

Bachelor of Applied Science

This Memorandum of Understanding is made and entered into as of the 25th day of January, 2012, by and between Ozarks Technical Community College (OTC) and Missouri Southern State University (MSSU). The terms and conditions of this Memorandum of Understanding are non-binding.

WHEREAS, OTC desires to establish a credit transfer protocol with MSSU for students/alumni who have completed an Associates of Applied Science (AAS) or an Associate of Science (AS) Degree at OTC and wish to earn a Bachelor of Applied Science Degree from MSSU; and

WHEREAS, subject to the guidelines established by this Memorandum of Understanding, MSSU intends to offer such degree completion studies for OTC students/alumni who wish to earn the Bachelor of Applied Science Degree from MSSU. This proposal will apply to students/alumni that have completed an Associates of Applied Science (AAS) or an Associate of Science (AS) Degree at OTC.

NOW, THEREFORE, the following understandings will guide the efforts of the parties, until modified or amended:

Articulation of Coursework

General Education Core

Transfer students from OTC who have completed the State of Missouri General Education Curriculum (42 semester hours) prior to enrolling at MSSU are assumed to have met Areas A through I of the MSSU General Education Curriculum requirements. Transfer students from OTC must additionally meet requirements for Area I of the MSSU General Education Curriculum.

Students who have not completed the above General Education Curriculum will have their courses evaluated on a course by course basis.

Please see attached Appendix, regarding General Education Curriculum Evaluation, for a listing of courses offered at Ozarks Technical Community College and how those courses will be accepted for transfer at Missouri Southern State University. Please note, the 2010-2012 MSSU Catalog and the 2011-2012 OTC Catalog were used to develop this document.

Bachelor of Applied Science Educational Offerings

Please see attached Appendix regarding requirements to complete the Bachelor of Applied Science degree from MSSU. MSSU intends to allow students/alumni of Ozarks Technical Community College to complete and receive a Bachelor of Applied Science degree from MSSU upon meeting applicable graduation requirements. MSSU will endeavor to provide courses for the BAS degree online using the Blackboard platform.

Student Entrance Policy

Students/alumni from OTC shall complete MSSU's Application for Admission. MSSU shall have discretion to accept or reject any Application for Admission from students/alumni from OTC in MSSU's sole discretion.

Hour Requirements

Ozarks Technical Community College students/alumni will be required to complete 30 of the final 36 hours at MSSU. All other MSSU requirements for graduation must be met.

Scholarship and Tuition

Ozarks Technical Community College students taking MSSU online or traditional courses will be charged by MSSU the then prevailing resident/non-resident tuition rate and applicable fees of MSSU.

Ozarks Technical Community College students are eligible to apply for transfer scholarships offered by MSSU, including the Phi Theta Kappa (PTK) Scholarship, Board of Governor's University Academic Transfer Scholarship, and Transfer Scholarship. Eligibility requirements for the scholarships are published in the MSSU catalog and on the website.

Term

The initial term of this Memorandum of Understanding shall be for a period of one (1) year, commencing January 1, 2012, and ending December 31, 2012 (the "Initial Term"), unless terminated earlier as provided in this Memorandum of Understanding. Thereafter, this Memorandum of Understanding shall continue for an unlimited number of successive renewal terms of one year (each, a "Renewal Term") unless one party notifies the other of its intent not to renew this Memorandum of Understanding at least ninety (90) days prior to the end of the Initial Term or a Renewal Term, in which event this Memorandum of Understanding shall terminate at the end of the then-current Term. "Term" collectively means the Initial Term and each Renewal Term(s).

Effect of Memorandum of Understanding

Each party hereby agrees and acknowledges that the provisions set forth in this Memorandum of Understanding are not legally binding upon the Parties, and neither party will have any liability or obligation to the other party with respect to such provisions. This MOU is not binding or legally enforceable, imposes no enforceable obligations upon the parties and does not grant any rights.

Compliance with Applicable Laws and MSSU Policies and Procedures

This Memorandum of Understanding is subject to applicable federal and state laws and regulations, and any applicable policies and procedures of MSSU, including any subsequent amendments or changes to any laws, regulations, policies and procedures. Nothing in this Memorandum of Understanding is intended to conflict with any federal and state laws or regulations or any policies and procedures of MSSU. If a conflict occurs between a provision of the Memorandum of Understanding and applicable federal and state laws or regulations or any policies and procedures of MSSU, applicable federal and state laws or regulations or policies and procedures of MSSU shall control.

Relationship of Parties


Nothing herein shall be construed as creating a joint venture or partnership between MSSU and OTC or as making either party the agent of the other. Both parties acknowledge and agree that each will maintain its separate corporate identity and continue its commitment to its mission and purposes. The parties further agree that each will retain the legal right and authority to act independently in taking various corporate actions and shall independently supervise, control, and be responsible for each of its respective operations, employees, and agents.

Disclaimer of Intent to Create Third Party Beneficiary Rights

The parties to this Memorandum of Understanding do not intend by any provision contained herein to create any contract rights enforceable by any individual, organization or entity.

IN WITNESS WHEREOF, an authorized representative of each party has executed this Memorandum of Understanding as of the date first written above.

Ozarks Technical Community College



Dr. Hal Higdon, President

2/2/2012
Date

Missouri Southern State University



Dr. Bruce W. Speck, President

2/2/2012
Date