



**MEMORANDUM OF UNDERSTANDING
BETWEEN
MINERAL AREA COLLEGE
AND SOUTHEAST MISSOURI STATE UNIVERSITY**

The Memorandum of Understanding (Agreement) is entered into this ____ day of _____, 2020, between Mineral Area College (MAC) and Southeast Missouri State University (SEMO).

I. Purpose

MAC and SEMO share an interest in providing MAC students who intend to transfer to and pursue a bachelors' degree program at SEMO the opportunity to concurrently enroll in SEMO designated coursework. Thus, students in this program have the opportunity to enjoy the [on-campus](#) four-year college experience while taking advantage of the diverse levels of academic preparation and affordability that community college offers. This Agreement is intended to promote the most efficient and effective use of resources and provide a more direct pathway for ~~Missouri residents~~ [students](#) to obtain this goal.

This Agreement will:

1. Reduce the potential time and cost to bachelor's degree completion at SEMO;
2. Strengthen the Transfer Mentor [Program](#) and academic advising partnerships between the student, SEMO, and MAC to ensure course transferability towards the degree and mutual understanding of academic major requirements at SEMO;
3. Establish access to SEMO and its student support services [and student activities](#); and
4. Institute an improved and reliable process for recruiting students from MAC for degree programs at SEMO.

To achieve the goal outlined above, this Agreement formally establishes a partnership between MAC and SEMO and the expectations, obligations, and responsibilities of each stakeholder.

Commented [MCR1]: Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.): we will need to think through the impact on the Transfer Mentor Program and how this program differs. To students, it could be confusing and we will need clear communication/marketing to differentiate.

II. Initial Eligibility Guidelines

Cumulative HS GPA	Minimum ACT
2.5-2.74	19
2.7500+	Not Required

Students who meet the GPA ~~and ACT/SAT score~~ guidelines will be given the strongest consideration for admission to the SEMO-MAC program. If a student who is interested in the program falls below these guidelines, they may receive consideration by submitting a counselor/teacher report form to provide insights into characteristics that might indicate potential for success beyond the cumulative GPA and standardized test scores. In all cases, transcripts will be carefully reviewed and the number of C's, D's and F's in core academic courses will weigh heavily in the decision about program admission.

III. Obligations, Responsibilities, and Commitments

Students will:

1. ~~Be a resident of the state of Missouri and M~~meet eligibility guidelines.
2. Apply to SEMO as a visiting non-degree-seeking student or use the SEMO-MAC supplemental admissions ~~form and pay any associated enrollment and/or application fee~~.
3. Apply to MAC as an Associates of Arts (AA) or Associate of Arts in Teaching (AAT) degree-seeking student and enroll at MAC through standard procedures.
4. Enroll concurrently at SEMO and MAC as a full-time student, with 9 to 12 credit hours of identified coursework taken at MAC and up to 6-credit hours of identified coursework at SEMO, as determined by the respective academic advisers at each institution. Students using A+ Benefits will need to be enrolled as a full-time student (12 credit hours) in MAC coursework. Special exceptions regarding course sequencing and individual course needs will be reviewed by the MAC Registrar and SEMO Registrar.
5. Abide by the academic and student conduct policies of MAC for MAC courses. Collaboration between MAC and SEMO will occur if a student offense overlaps institutions.
6. Abide by the academic and student conduct policies of SEMO for SEMO courses. Collaboration between SEMO and MAC will occur if a student offense overlaps institutions.
7. Set up and manage email accounts at both institutions.
8. Reside in SEMO-operated housing and abide by all provisions of SEMO's ~~Housing and Dining Contract~~Contract for University Housing. Exceptions to the on-campus housing

Commented [MCR2]: MAC would:

1. like consideration to be given for the minimum ACT to be 17. They believe MAC provides diverse levels of academic preparation and are prepared to assist students who may need extra support.
2. Like clarification on how the program will accommodate students with dual credit hours.

Commented [MCR3]: Feedback from SEMO Admissions suggested revising the numbers in this chart.

However, SEMO admission's asks: Since we do not require transcripts from visiting students, will assessing 2.0 from self-reported GPA on application be sufficient?

Commented [MCR4]: Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.):

1. What about students who do not meet SEMO admission criteria? This could potentially be a viable option for them.
2. Do we need to create deadlines to apply for this program? Students will need to be able to complete everything in time to get a dorm. SEMO does not have a hard deadline for housing but one may want to be considered for this.

Commented [MCR5]: MAC requests removal of Missouri requirement. Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.) asks if there is an option to consider Missouri residents first and then open it up to neighboring states.

Commented [MCR6]: Question from MAC – who will develop this? SEMO admissions believes a supplemental form will be necessary to identify the student is pursuing this program.

Commented [MCR7]: MAC would like to start by focusing on their two main transfer programs, the AA and the AAT. As the partnership moves forward, they will work to clarify the transfer pathways for AAS and AS degrees.

Commented [MCR8]: Feedback from SEMO: concurrent enrollment needs to occur every term for the student to access SEMO services.

requirement may be granted upon request in accordance with SEMO Residency Life policies.

9. Pay for MAC tuition, fees, and other institutional charges through MAC.
10. Pay for SEMO tuition, fees, and other institutional charges through SEMO.
11. Attend new student orientation at SEMO.
12. Meet at least once each semester with MAC and SEMO academic advisors to determine appropriate course enrollment for the upcoming semester.
13. Meet continued eligibility guidelines by completing 24 hours, which includes at least 18 hours at MAC and 4-6 hours at SEMO, within a 12-month period and maintain a 2.75-00 cumulative combined GPA. Maximum number of terms within the program is 5, excluding summer terms. Students are held to standard academic probation and dismissal policies at both institutions.
14. After completing the SEMO-MAC program (or earlier if determined by the student and academic advisors), apply for transfer admission to SEMO, pay the application fee, and supply copies of all required documents. Once admitted as a degree-seeking transfer student the enrollment fee and transfer orientation will not be required.

Registrar, Academic Advisors and Admissions Personnel will:

1. Collaborate through regular communication across both institutions regarding individual students enrolled in the program.
2. Communicate with students enrolled in this program regarding course enrollment, academic standing, GPAs, intended major(s), transfer timelines, degree progress, and program standing.
3. Advise students to complete their AA or AAT degree program prior to transfer. Encourage students who transfer prior to completion of their AA, AS, AAS, AAT or AGS degree to complete the degree through the use of reverse transfer.
- 3.4. Assist students with the reverse transfer program if a student transfer prior to degree completion

MAC will:

1. Identify and support a program contact person/advisor for the SEMO-MAC partnership.
2. Manage federal and state financial aid for eligible SEMO-MAC students.

Commented [MCR9]: MAC would like additional information on exceptions to residency requirement.

Commented [MCR10]: Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.) asks if there is a commuter option?

Commented [MCR11]: MAC believes it may be beneficial to create an orientation program specifically for partnership students. This was echoed by Group 2 too.

Commented [MCR12]: From SEMO: there will be no application fee unless they are an international student. Will international students be eligible to participate?

Commented [MCR13]: Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.): (1) suggests to place in the Missouri Reverse Transfer process at the beginning; and (2) asks if removal of application and fee are necessary?

Feedback from SEMO: SEMO will charge an initial enrollment fee to new, first-time and new transfer students beginning fall 2021. A waiver process for this fee has not yet been established.

Commented [MCR14]: SEMO suggests addition because Registrar will do the enrollment verification sharing, academic standing, etc.

3. Participate in a financial aid consortium agreement with SEMO for students in the SEMO-MAC program.
4. Provide SEMO-MAC participants ~~a MAC Identification Card (ID) and~~ full access to all MAC programs and services.
5. Communicate with SEMO regarding student program application, program status, course enrollment, course completion, academic standing, GPA, continued eligibility and student conduct matters.
6. Provide opportunities for SEMO program contact person(s) and/or staff to meet with program students onsite to discuss courses/program/transfer requirements prior to enrollment period.
7. Discontinue a student's participation in the program if a student is dismissed from either MAC or SEMO, fails to meet continued eligibility guidelines, or fails to fulfill financial obligations.
8. Send transcripts for students in the program at the completion of the term once grades are final to SEMO at no charge to the student.
9. Send a bill for all MAC charges directly to the student's ~~permanent home~~ [MAC email](#) address. This will be done by the MAC Business Office. Students also receive a statement of charges upon enrollment each semester.
10. Be authorized to bill and collect all MAC fees and tuition according to MAC rates and policies.

SEMO will:

1. Identify a program contact person/advisor for the SEMO-MAC program.
2. Communicate with MAC regarding student program application, program status, course enrollment, course completion, academic standing, GPA, continued eligibility and student conduct matters.
3. Accept up to 250 applications for the SEMO-MAC program of which the first 150 meeting all eligibility will be accepted. ~~Students accepted for admission to the SEMO-MAC program who fail to pay any required fees by May 1 will relinquish their space in the program. The next eligible SEMO-MAC applicant will be offered a space in the program.~~
4. Participate in a financial aid consortium agreement with MAC for students in the SEMO-MAC program.

Commented [MCR15]: MAC would like rationale for 250-application limit. What does SEMO think it should be?

Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.) asks if a cap is necessary.

Commented [MCR16]: MAC Question – what are the required fees that students will pay?

Commented [MCR17]: SEMO Staff recommends deletion.

5. Provide a SEMO Identification Card (ID) which grants participating SEMO-MAC students access to SEMO programs and services, including but not limited to usage of the library usage, recreation center, dining services, Center for Behavioral Health and Accessibility, Campus Health Clinic, academic and student support resources, bookstore, online learning platform, and any other resources necessary for full participation in the SEMO courses and for which the payment of SEMO fees allows (i.e. computer facilities and services and student activities, programs and services). SEMO-MAC students have the option to:

- ~~i. Pay the SEMO General Fee for access to open computer labs, recreation center, sporting events, etc.~~
- ~~ii. Purchase a SEMO parking permit through the Office of Parking Services.~~
- ~~iii. Pay the SEMO Health/Wellness Fee for access to the Center for Behavioral Health and Accessibility and Campus Health Clinic.~~

6. Accept SEMO-MAC students as non-degree seeking visiting students while participating in designated 100 and 200 level SEMO courses while in the program, and while enrolled as an ~~AA, AS, AAS, and~~ AAT ~~or AGS~~ degree-seeking student at MAC.

7. Not allow SEMO-MAC students to join traditional SEMO social Greek organizations.

8. Not allow SEMO-MAC students to participate in SEMO intercollegiate athletics as NCAA rules require a student-athlete to be enrolled as a degree-seeking student at SEMO.

9. Reserve space for SEMO-MAC students to apply for housing and dining through SEMO's Office of Residence and Life.

10. Provide students and MAC program contact person/advisor with materials and information as an orientation to the program including details about campus resources and academic advising.

11. Discontinue a student's participation in this program if a student is dismissed from either MAC or SEMO, fails to meet continued eligibility guidelines, or fails to fulfill financial obligations.

12. Send transcripts for students in this program at the completion of each term once grades are final to MAC at no charge to the student.

13. Send a bill for all SEMO charges directly to the student's official SEMO email address. This will be done by SEMO Student Financial Services.

- i. Fall semester bills will be sent monthly beginning in August. SEMO will not assess any finance charges or late fees until October 1.
- ii. Spring semester bills will be sent monthly beginning in January. SEMO will not assess any finance charges or late fees until March 1.

Commented [MCR18]: Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.): is there an option for a combined ID card for both MAC and SEMO.

Commented [MCR19]: MAC question – Can you provide clarification on the fees and whether or not they are optional for visiting students or students in this program? Would some of these fees be included in housing contracts?

SEMO question:

Commented [MCR20]: MAC would like this specification included – MAC-SEMO students can only take 100 and 200 level SEMO courses while in the program

Commented [MCR21]: Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.): "if a student can participate in other student organizations, they should be allowed to participate in Greek Life. There is a belief by SEMO staff that Greek chapters would be interested in recruiting students if they met chapter GPA requirements. Would also need to explore if students would be eligible to participate in Student Government.

Commented [MCR22]: Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.): do we need to have deadlines for any applications?

SEMO question – will students be eligible to participate in Camp Redhawk?

Commented [MCR23]: MAC would like clarification on this process.

Commented [MCR24]: MAC believes the dates may need to be adjusted to align with MAC financial aid disbursement.

14. Be authorized to bill and collect all SEMO fees and tuition according to the SEMO standard rates and policies, including, but not limited to:

- i. Enrollment/~~Orientation~~ Fee
- ii. Tuition
- iii. General Fee
- iv. Program Fees
- v. Course Specific Fees
- vi. Special Tuition Fees
- vii. Other Common Fees (i.e. textbook rental, parking, etc.)
- viii. Residence Hall Fees (i.e. Residence Halls, meal plans)
- ix. For a complete listing of costs see: <https://semo.edu/sfs/fee-schedule.html>

IV. Tuition, Financial Aid and Billing

1. All MAC courses and fees are charged at MAC ~~tuition~~-rates.
2. All SEMO courses and fees are separate and charged at SEMO rates.
3. Consortium agreement, signed by the student and each institution, allows for Federal Aid to apply.
4. SEMO-MAC admitted students are pursuing their associate degree from MAC, thus receiving financial aid through their 'home institution.' Students will not receive aid through SEMO until they are ready to fully transfer and begin as a degree-seeking student at SEMO. At the time of transfer, the student will notify SEMO of their transfer and complete/update their FAFSA and other financial aid documents as applicable.

V. Co-Branding, Recruiting and Marketing

MAC and SEMO agree that:

1. Both institutions may advertise and provide details regarding this collaboration on their institutional websites and throughout their respective campuses;
2. Any use of marks, names and logos of either institution shall be approved by the institutions' respective Enrollment Management and licensing and trademarks departments if applicable;
3. 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 the SEMO-MAC program.

VI. Exclusions

Commented [MCR25]: Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.): housing scholarships at SEMO require full-time enrollment, do conversations need to take place about options for these students? What about other scholarships for students who are in this program?

Commented [MCR26]: MAC questions – Who is our target audience? What core groups do we need to focus on?

Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.):

1. Marketing needs to be differentiated to not cause confusion with the Transfer Mentor Program.
2. Mizzou mentions the MizzouMACC program in their rejection letters an option for those who do not meet Mizzou's admission requirements.
3. Have a strong webpage.
4. Communicate with high school counselors.

1. Fulfillment of these responsibilities by either institution does not guarantee the admission of participating SEMO-MAC students into any academic program at SEMO. Admission to any degree program at SEMO is not guaranteed. Students in the program must meet program-specific eligibility requirements and application procedures. Certain majors at SEMO may require students to meet minimum GPA, credit hour, or other course prerequisites prior to enrollment.
2. Students in the program who are dismissed from SEMO or MAC for academic or other reasons, including academic dishonesty, may become ineligible for admission as a degree seeking student.
3. Full-time, degree-seeking students currently attending SEMO are not eligible for admission to the SEMO-MAC program without approval from both institutions.
4. Students who have already attained an Associate of Arts, ~~Associate of Science, Associate of Applied Science,~~ or Associate of Arts in Teaching, ~~Associate of General Studies,~~ or bachelor's degree are not admissible to the SEMO-MAC program.

VII. Duration and Renewals

This Agreement begins with the 2021-2022 academic year, Date to Date, and is renewable upon mutual written agreement of the parties. The MOU will be reviewed within one year of signing.

1. This MOU will become effective on the date above when the final signature on the signatory page of this Agreement is obtained, and will be designated as the anniversary date for purposes of renewal.
2. This Agreement will be reviewed each year unless either party notifies the other in writing not less than one regular semester prior to the anniversary date that they desire to amend, modify, or terminate the Agreement.

VIII. Revisions

1. Revisions to this Agreement may be proposed by either MAC or SEMO. However, this Agreement may only be amended by mutual consent of both parties and recorded in writing. Any revisions to this Agreement, upon written agreement by the parties shall be included as an addendum to this Agreement.
2. The addition or removal of individual programs/degrees, tuition or fees shall require formal addendum to this Agreement and shall require signatures of all then members of the Agreement.

IX. Termination

Commented [MCR27]: Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.): Are students who will be in their second year at MAC during the 2021-22 year be eligible to participate in the program?

Commented [MCR28]: Feedback from Group 2 (Kendra S., Brooke L. and Andrea K.): When are tuition and fees normally set by each institution? Will separate dates cause an issue with renewals?

This Agreement will be in effect until terminated by either MAC or SEMO. Either party may terminate this Agreement by submitting written notification one semester prior to the identified cancellation date in order to protect all students. If either party terminates the Agreement, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress. Students currently enrolled in the program will be allowed to complete the program.

X. Additional Considerations

- 1. Trade Secrets and Confidentiality:** In the course of the activities under this MOU it may be necessary for the Parties to disclose Confidential Information. Unless otherwise expressly permitted in this Agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Party, disclosed by one Party to the other Party of this MOU, and other documents transmitted or communicated by either Party to the other Party that is marked as confidential or proprietary for the purposes of this agreement (“Confidential Information”) shall be received and treated in confidence, and shall not be used by the receiving Party or disclosed by the receiving Party without the prior written consent of the disclosing Party, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publically known at the time of the disclosure, (b) is lawfully received by the receiving Party from a third party which does not have a confidential relationship to the disclosing Party, (c) the receiving Party can demonstrate it was in its possession or known by it before its receipt from the disclosing Party, or (d) the receiving Party is required by law to disclose to government authorities or the public (e.g. Sunshine Law or Freedom of Information compliance, or compliance with Court order). Unless otherwise required under a subsequent binding agreement, each receiving Party shall, at the expiry or termination of this agreement, return to the disclosing Party any and all documents provided by the disclosing Party setting out as Confidential Information.
- 2. Governing Law:** This MOU and any disputes arising out of or related hereto, shall be governed by the laws of the State of Missouri.
- 3. Venue:** The state and federal courts located in Cape Girardeau County, Missouri shall have exclusive jurisdiction over any dispute relating to this MOU, and each party consents to exclusive jurisdiction of those courts.
- 4. Limitation on Liability and Indemnification:** Neither party, nor its employees, officers or volunteers, shall be liable for any incidental nor consequential damages arising from this agreement. As a Missouri public institution of higher education, SEMO does not maintain general liability insurance, nor can agree to indemnify and hold harmless any individual entity. Instead, the school relies on the State Legal Expense Fund set forth in Missouri Revised Statutes 105.711, as administered by the Office of the Attorney General of the State of Missouri. Each party shall be responsible for its own acts and omissions

and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

5. **Assignment:** This Agreement, including all rights and obligations hereunder, may not be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this Agreement to a Third Party without such prior written consent as part of a Change in Control event. "Change of Control" means the sale of all or substantially all the assets or stock of a Party; the sale of all or substantially all of the assets of a Party associated with that portion of its business related to the subject matter of this Agreement; or any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person. For purposes of this section, "Third Party" means "any person or entity that is not a Party or any Affiliate of a Party" and "Affiliate" means "a person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party." Any attempt by a Party to assign this Agreement, or any of its rights or obligations hereunder, in contravention of this section shall be null and void and of no effect.
6. **Entire Understanding:** This Agreement (which term includes any and all schedules, exhibits and attachments hereto as they may be amended from time to time) represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, regarding the subject matter of this Agreement are merged herein. Any prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.
7. **Notice:** Notices provided by the Parties shall be made as follows:

To Southeast Missouri State University:
One University Plaza, MS 3300
Cape Girardeau, MO 63701
Attn: Carlos Vargas, SEMO President

To Mineral Area College:
5270 Flat River Road
Park Hills, MO 63601
Attn: Joseph Gilgour, MAC President
8. **Responsible Party:** Each party to the agreement will appoint a representative, officer or other individual as follows who will be responsible for the coordination and administration of this MOU:

For Southeast Missouri State University:

Name

Title

One University Plaza, MS _____

Cape Girardeau, MO 63701

573-_____

Email

For Mineral Area College:

Name

Title

5270 Flat River Road

Park Hills, MO 63601

573-_____

Email

In addition, both Parties retain all rights, controls and authority over their respective property, facilities, equipment, and employees.

This Agreement is entered into and agreed upon by:

Mineral Area College

Dr. Joseph Gilgour, President

Date

Mr. Roger McMillian, Provost

Date

Southeast Missouri State University

Dr. Carlos Vargas, President Date

Dr. Michael Godard, Provost Date

ADDITIONAL COMMENTS

FROM MAC:

- We will need to consider our academic calendars as we being to schedule courses. Our semester start and end dates are typically the same, but our breaks will be different. This may not need to be addressed in this agreement, but something to consider as we move forward.
- We will also be reviewing our academic standing policies to see how they align.
- What space will MAC have on SEMO's campus? In addition to classrooms, we will need an office space for our advisor.
- MAC will primarily offer courses in-person for this program, but students may need to take online or hybrid courses depending on their desired field of study.

FROM Sandy H. (SEMO Registrar):

- How to track students – work with Admissions on both ends. SEMO may use an attribute. To be confirmed with Admissions team.
- As part of application process on both sides, have agreement to part of MO Reverse Transfer program. This will fold into current program of sharing transcripts each term at no charge to the student.
- Consortium agreements – both schools will need to watch for courses that will not transfer.
- Removal from program – reporting processes to be developed to help track students who drop courses, withdraw from either institution in a given term. Reports will incorporate current and future terms.
- Academic standing – currently, MAC does not have an academic standing process. They developed a policy but did not implement it. They will revisit that policy for possible implementation. Could impact a student's ability to continue in program.
- Academic calendar may not match up from school to school. Could be an issue with National Student Clearinghouse reporting, living on campus, move-in/move-out, etc.
- GPA of 2.75 to be retained is noted in the MOU. Is that an absolute?
- Concern over “blended” courses between the two institutions due to different LMS (MAC uses Jenzabar-provided LMS; Southeast will be using Canvas)

FROM GROUP 1 (Debbie, Julie, Sonia):

To Do:

1. Define the target audience for:
 - a. Direct Mail
 - b. HS Visits and College Fairs
 - c. Digital Marketing
2. Develop a Mentoring program for first generation or minority students
3. Develop/enhance partnership between MAC and SEMO TRIO Student Support Services programs
4. Define accommodation procedures for students with disabilities
5. Determine who will provide academic advising-will all of the SEMO-MAC students be advised by one advisor for consistency and continuity?

Questions:

1. Which institution is responsible for tutoring for MAC courses?
2. Is the program open to commuting students, or only residential students?

Recommendations:

1. Beyond affordability, students elect to begin at a community college for the supportive environment offered at a community college, specifically in the classroom. Select faculty and academic support for MAC students who will fulfill this expectation.