

**Memorandum of Understanding
Between
Mineral Area College and the
Curators of the University of Missouri on behalf of the
University of Missouri-St. Louis**

THIS AGREEMENT made and entered into on the 28th day of July, 2021, effective the 1st day of June, 2021, between MINERAL AREA COLLEGE ("MAC"), located at 5270 Flat River Road, Park Hills, MO 63601 and THE CURATORS OF THE UNIVERSITY OF MISSOURI on behalf of the University of Missouri-St. Louis, ("UMSL"), located at 1 University Boulevard, St. Louis, MO 63121-4400.

WITNESSETH:

WHEREAS, MAC (hereinafter referred to as "the Campus") was established to provide the freshmen and sophomore years of instruction for students wishing to transfer to a four-year college for a baccalaureate degree; and

WHEREAS, UMSL desires to offer courses in the junior, senior and graduate level of instruction by making such classes available at the Campus; and

WHEREAS, the Campus desires to provide facilities and equipment needed for such courses in junior, senior and graduate level of instruction on their Campus; and

WHEREAS, UMSL seeks to build upon its partnership with the Campus by providing students with greater access to degree completion coursework:

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties hereto agree as follows:

A. ACADEMIC ISSUES

1. A joint Campus-UMSL Committee will plan and review issues of new program development, space and room use, articulations, academic advising, and other services as necessary, but at a minimum of once per year.
2. The Campus and UMSL agree to support the current UMSL offering of the Bachelor of Social Work. The current offering of the Master of Social Work will be discontinued with the ending of the present cohort in May of 2022. Students needing coursework to complete the MSW degree beyond May of 2022 will be required to take their courses either online or in person on the UMSL main campus.
3. Prior to offering courses on the Campus, UMSL will submit a list of proposed courses to the Campus Provost Office for approval on a semester by semester basis. The Provost Office will approve or deny the courses in a timely manner and ensure that the UMSL courses supplement and not duplicate Campus course offerings. Per mutual agreement, UMSL may submit a yearly course list for approval.
4. Academic eligibility, retention, and dismissal shall be made by UMSL for their affiliate coursework and programs.
5. Faculty assigned by UMSL to teach at the Campus shall be employed by UMSL and shall be subject to UMSL personnel policy and procedures. Faculty assigned to teach at the Campus shall reflect, in terms of rank and experience, the faculty of UMSL's main campus.

6. The Campus reserves the right to remove any UMSL faculty member and compliance with any request shall not be unreasonably withheld.
7. UMSL and MAC shall continue to establish 2+2 programs (the "Program") in general education baccalaureate studies wherein students may enroll in junior and senior level courses offered by UMSL at the Campus. This Agreement may not contradict any terms of the 2+2 partnership agreement between Central Methodist University (CMU) and MAC.
8. The Campus agrees that UMSL shall have the exclusive right to continue to offer its existing degree program(s) on the Campus. Additionally, UMSL is hereby granted the right of first refusal on any degree program(s) that:
1) CMU is not interested in offering in its 2+2 partnership agreement with MAC; or 2) that CMU declines to offer if the Campus requests from CMU such a degree program. The Campus agrees that it will not enter into any agreement with any other institution of higher education to offer any degree program(s) offered by UMSL while this Agreement is in effect, unless the Campus has communicated with the UMSL Designee in writing about the opportunity to offer a degree program and UMSL declines and has fully exercised its right of first refusal.

B. Management

The President of the Campus and the Chancellor of UMSL will designate a senior administrator or faculty member to be responsible for the day-to-day operations of the programs. For the Campus, the Designate shall be the the Provost Office. For UMSL, the Designee shall be the Associate Director of Admissions.

C. Student Services

1. UMSL shall regularly have an academic advisor present, in-person or virtually, to provide admissions, financial aid, advising, and registration services to prospective and current students. The advisor will have a set schedule that is published so that appointments can be arranged in advance. This person will also serve as the administrative assistant for the UMSL programs and a liaison between MAC and UMSL. The schedule shall be clearly posted outside of the office space.
2. Students can register for program(s) courses offered on the Campus, and will not be required to travel to the UMSL main campus for registration purposes.
3. Students enrolled in UMSL courses at the Campus will be required to conduct themselves in accordance with the Campus policies, procedures, and regulations. UMSL is required to duly inform students of this requirement.

D. Space and Facilities

1. Priority for space and facilities will be given to the Campus.
2. Classroom and laboratory space will be made available when not needed by the Campus. If spacing needs permit, consideration will be given to providing space, including an office and a designated classroom, for the exclusive use of UMSL.
3. Space will be assigned on a semester-by-semester basis, unless a longer term agreement is entered into by both parties. Four (4) months advance notice of space needs is required except in emergency situations.
4. The Campus will provide daily custodial services to UMSL designated spaces and maintain heating, air conditioning, and lighting in these spaces.
5. The Campus shall provide up to five (5) furnished general purpose classrooms per semester for UMSL use. Each classroom should be capable of seating at least 24 students.
6. The Campus shall provide one (1) computer classroom per semester for UMSL use, per request by UMSL.

7. UMSL will provide all of its own office supplies, including phones, computers, and copy machines. The Campus will provide access and troubleshooting for internet services (including internet access and email). Services may not include repairs of said electronic equipment.
8. The Campus office space currently used by the UMSL Academic Advisor/Administrative Assistant shall be used to facilitate student recruiting, advising, registration, and other essential services including the day-to-day support of the UMSL programs. Charges for Campus copy services, telephones, and computer line charges (collectively "UMSL Technology Fees"), if any, are already included in the Annual Fee Payment from UMSL to the Campus.
9. The Campus agrees to provide UMSL students taking UMSL courses on the Campus the use of the Campus computer laboratories. This usage shall include all current and future programs made available to UMSL students plus the use of any printer made available to the Campus students. UMSL students taking courses on the Campus must show the Campus approved photo identification at each visit to the computer laboratory. The computer laboratory is only open to UMSL students during normal business hours. UMSL students may participate in the Campus activities and have available the same discount privileges, if any, afforded to the Campus students. UMSL will consider student activities to be provided on the Campus, and those activities, if any, will be made available to the Campus students.
10. UMSL may not alter any assigned space (interior or exterior) without written consent of the Campus.
11. UMSL students, faculty, and staff are expected to adhere to the same standards as the Campus students, faculty, and staff in regard to the use of computer labs, room scheduling, and the ban of food in instructional areas. In the event of non-compliance, UMSL @ Mineral Area staff will be asked to correct the infraction.

E. Advertising

UMSL and the Campus agree to mutual marketing of the program(s) offered on the Campus. Costs of marketing the programs will be discussed and mutually agreed upon prior to any marketing campaign.

F. Parking

UMSL students shall park in designated student parking areas and obtain a valid parking permit, if required. UMSL students at the Campus shall not be exempt from the Campus parking policies and regulations and shall be expected to pay any parking fines that may be accrued the same as any other Campus student. The UMSL @ Mineral Area College staff is expected to assist the Campus security personnel and business office by providing names and contact information to locate any UMSL student violating the Campus parking regulations. It is agreed that, if parking violations remain unpaid, the UMSL @ Mineral Area student will have his/her/their next registration blocked until the parking fines are paid in full to the Campus.

G. Financial Agreement

As consideration for the above arrangement, UMSL shall pay to the Campus on or before September 1st of each year \$7,000.00 and an additional \$1,000.00 for all student technology fees for a total lump sum payment of **\$8,000.00** per year ("Annual Fee Payment").

H. Terms of this Agreement

This agreement shall begin on June 1, 2021 and end on May 31, 2024

I. Laws, Rules, and Regulations: Non-Discrimination

The Campus and UMSL agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, religious beliefs, national origin, disability, and/or status as a disabled veteran or veteran of the Vietnam era.

J. Control of Campus

The Campus shall have ultimate control of the construction, operation, management, and maintenance of the campus.

K. Representations and Warranties of the Campus

The Campus represents and warrants that the Campus has all requisite power and authority to enter into this agreement and to perform the obligations of the Campus herein.

L. Representations and Warranties of UMSL

UMSL represents and warrants that UMSL has all requisite power and authority to execute, deliver, and perform this agreement, and that all necessary actions on the part of UMSL to authorize the execution and delivery of this agreement, and the performance of the obligations of UMSL herein, have been taken.

M. Defaults

For the purposes of this agreement, and Event of Default shall occur hereunder if:

1. **Payment.** UMSL fails to make any payment due and payable under this agreement within thirty (30) days after the notice from the Campus that it has failed to make a payment when due.
2. **Breach of Covenant.** The Campus or UMSL materially breaches and covenant or agreement herein or fails to comply with any material provision of this agreement and such breach or failure continues for thirty (30) days after notice has been sent by the other party.
3. **Rights of Event Default.** In the event of default by either party, in addition to all other remedies available in law or equity, the other party shall be entitled to terminate this agreement upon written notice to the defaulting party.

N. Insurance

UMSL shall maintain general liability coverage through a self-funded general liability program in the amounts of \$1 million per occurrence / \$3 million in the aggregate to cover any bodily injury and physical damages resulting from any negligence, omission, or wrongful act by UMSL, its agents, or employees. Upon request, UMSL shall furnish the Campus with suitable documents evidencing such current coverage. The Campus shall maintain liability and property damage insurance or self-insurance, in the amounts judged adequate by industry standards to cover any damages resulting from negligence, omission, or wrongful act by the Campus, its agents, or employees. Upon request, the Campus shall furnish UMSL with suitable documents evidencing such current insurance policies or self-insurance.

O. Force Majeure

Neither the Campus nor UMSL shall be deemed in default or otherwise liable hereunder due to either party's inability to perform by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, act of God, or any municipal, county, state, or national ordinance of law or any executive, administrative, or judicial order (which order is not the result of any act of omission which would constitute default hereunder), or any failure or delay of any transportation, power or there essential thing required, or similar causes beyond either party's control.

P. Notices

All notices, requests, consents, and other communications hereunder shall be in writing and shall be effective upon receipt, in each case addressed:

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|---------------|--|
| If MAC, to | Dr. Joe Gilgour President Mineral Area College 5270 Flat River Road Park Hills, MO 63601 |
| If UMSL, to: | Dr. Kristin Sobolik Chancellor University of Missouri-St. Louis 1 University Blvd. St. Louis, MO 63121 |
| With copy to: | University of Missouri - St. Louis Attn: Catherine Jochens 1 University Blvd. 216 Woods Hall St. Louis, MO 63121 |

provided, however, that if any party shall have designated a different address by notice to the others, then the last address so designated.

Q. Assignment

This agreement may not be assigned by either party without the written consent of the other.

R. Waivers

Any waiver by any party of any breach or failure to comply with any provision of this agreement by the other party shall not be construed as or constitute a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this agreement.

S. Complete Agreement

This agreement sets forth the entire understanding of the parties hereto and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any party (or any officer, employee or representative of any party).

T. Governing Law: Construction

This agreement shall be construed and enforced in accordance with and governed by the laws of the State of Missouri and of the United States of America. The headings of the sections of this agreement are inserted for convenience of reference only and shall not be deemed to constitute a part hereof. Unless otherwise stated, references in this agreement to sections refer to the sections of this agreement.

U. Amendment; Termination

This agreement may not be amended or terminated orally but only by an instrument in writing duly executed by the parties.

V. Counterparts

More than one counterpart of this agreement may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original.

W. Severability

If any provision of this agreement is declared void in any court or agency of competent jurisdiction, the validity of any other provisions of this agreement shall not be affected.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the day and year first above written.

Mineral Area College:

Date: 9/20/21

By: [Signature]
Dr. Joe Gulgour, President

Date: 9/20/2021

By: [Signature]
Roger McMillian, Provost

For The Curators of the University of Missouri on behalf of University of Missouri-St. Louis:

Date: 9-22-21

By: [Signature]
Dr. Kristin Sobolik, Chancellor

Date: 9/20/21



By: [Signature]
Dr. Steven Berberich, Interim Provost and Vice-Chancellor for Academic Affairs