

**MEMORANDUM OF AGREEMENT
BETWEEN
AVILA UNIVERSITY
AND
METROPOLITAN COMMUNITY COLLEGE**

This Agreement is between Avila University, a moderately selective, private, four-year institution of higher education located in Kansas City, Missouri (hereafter "AVILA") 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 AVILA 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 AVILA wishes to establish itself as the four-year institution of choice for students seeking baccalaureate degrees from that area; 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 AVILA; and

WHEREAS both AVILA and METROPOLITAN believe that expanding and strengthening their relationships is in their mutual interests, including but not limited to enrollment increases for both;

NOW THEREFORE AVILA AND METROPOLITAN agree as follows:

1. Reverse Transfer Agreement:
 - a. Students at AVILA may transfer credits for course work earned at AVILA 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.

- d. Such 'reverse transfer' authority is intended to allow METROPOLITAN students who may transfer to AVILA prior to achieving their associate degree the advantage of completing such a degree pending their further efforts toward obtaining a baccalaureate degree.
 - e. Such 'reverse transfer' authority is also intended to allow students who may, for various reasons, leave AVILA prior to completing their baccalaureate degree or are interested in completing the associate degree while attending AVILA the opportunity to apply the credits they have earned up to that point toward achieving an associate degree at METROPOLITAN.
 - f. METROPOLITAN will encourage students to send a transcript for the purpose of completing requirements for an associate degree, at which time AVILA will provide an official transcript to METROPOLITAN at no cost to METROPOLITAN or to the student.
2. Kansas City Area Student Exchange (KCASE)
- a. Subject to conditions hereafter stated, students at METROPOLITAN and AVILA may participate in a "KCASE" by which students enrolled full-time at METROPOLITAN have an opportunity to register for one course a semester at AVILA.
 - b. Students must be enrolled at METROPOLITAN in at least twelve (12) hours, have a 2.0 cumulative grade point average.
 - c. Students are expected to attend courses according to the host institutions academic calendar; KCASE is not available as an option to students during summer terms.
 - d. The KCASE program is intended for METROPOLITAN students to take courses of interest offered at AVILA and not offered at METROPOLITAN. Students must seek prior approval for exceptional circumstances.
 - e. KCASE students will pay tuition and fees at METROPOLITAN and laboratory/special course fees at AVILA.
 - f. Students who participate in KCASE will be encouraged to complete an associate degree and explore opportunities for reverse transfer.
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.

5. Institutional Responsibilities:

- a. AVILA shall provide periodic academic advising to students at METROPOLITAN prior to their actual date of transfer to AVILA.

6. General Provisions:

- a. This Agreement will commence with the start of the fall 2012 semester and is for a period of five (5) years, and may be renewed by the written 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 AVILA and the Vice Chancellor of Academic Affairs and Technology 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 in writing 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 AVILA:

Name: Brandon J. Johnson

Phone: 816-501-3778

Email: Brandon.Johnson@avila.edu

For METROPOLITAN:

Name: Fran Padow

Phone: 816-604-1081

Email: Fran.Padow@mccckc.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.

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

For Avila University

By: Ron Slepitza
Name: Ron Slepitza
Title: President
Date: 1/23/12

For Metropolitan Community College

By: _____
Name: Mark James
Title: Chancellor
Date: _____