

TRANSFER ADVANTAGE
MEMORANDUM OF AGREEMENT
BETWEEN
OTTAWA UNIVERSITY
AND
MID-AMERICA COLLEGE OF FUNERAL SERVICE

This agreement is entered into between Ottawa University, a Kansas corporation, herein referred to as "Ottawa", and Mid-America College of Funeral Service herein after referred to as "Mid-America".

Whereas, Ottawa has over 150 years of demonstrated academic excellence in delivering high quality, university educational programs through a variety of delivery systems, and Mid-America has a reputation for excellence in providing programs designed to train people in a variety of careers.

Whereas, Ottawa and Mid-America agree that cooperation between them may be of benefit to both parties and their constituencies by increasing graduation rates at the associates and bachelors levels.

Therefore, Ottawa and Mid-America desire to enter into a mutually beneficial agreement whereby the parties agree to abide by all the terms and conditions set forth in this agreement as follows:

1. Mid-America agrees to assist in informing faculty/staff of these existing channels and resources, as well as others upon which the parties may mutually agree. Ottawa invites Mid-America to participate in joint announcements of this agreement, and in lending the use of its name and logos for this purpose in promotional materials, mailing pieces, digital media, or other items by mutual agreement. It is understood that either party using the other's name and logos will obtain the approval of the other party prior to its distribution. Each party agrees to acknowledge and recognize the agreement on each institution's website and via other marketing and publicity methods. Mid-America agrees to provide Ottawa with access to graduate directory contact information (including emails and phone numbers), in compliance with FERPA regulations, to enable Ottawa to contact potential program applicants.
2. Ottawa will award and transcript college-level credit earned through the successful completion of any associate and/or associate of applied science degree program awarded by Mid-America. Varsity sports, developmental, remedial, and courses that are not applicable to Mid-America degree will not transfer. Activity courses, such as skill building, physical, and musical activities, will be limited to four credits for each area. Coursework from other institutions accepted toward the Mid-America associate and/or associate of applied science degree will be evaluated and transcribed in compliance with Ottawa's transfer policy. Coursework from other institutions and credit for prior learning accepted toward the Mid-America associate and/or associate of applied science degree

will be evaluated and transcribed in compliance with Ottawa's transfer policy and may result in a difference of credit than granted by Mid-America.

3. Ottawa will accept a maximum of 80 credits from Mid-America toward the Bachelor of Arts or Bachelor of Science degree. Of the 124 semester hours of credit required for graduation, a minimum of 30 hours must be completed at Ottawa University, including a minimum of 12 hours of upper division coursework in the major. The student must also complete a minimum of 44 hours of upper division coursework.
4. Ottawa's General Education requirements are organized into four areas called Breadth Areas; Art/Expression, Social/Civic Studies, Science/Description and Value/Meaning. Demonstration of competence in the Liberal Arts breadth areas includes completion of a minimum 6 semester hours of credit. A student gaining an associate and/or associate of applied science degree from Mid-America will typically have fulfilled Ottawa's breadth area requirements as a result of completing Mid-America requirements. Should breadth area courses be lacking, these will be available through the student's regular course of study at Ottawa University. Ottawa recognizes that learning in these four areas may be achieved in varied ways through different classes and/or tests, depending on students' needs, interests, and educational backgrounds. Students must also successfully complete the LAS sequence of courses at Ottawa, consisting of a minimum of LAS 30012 Writing and Critical Thinking in the Liberal Arts and LAS 45012 Global Issues in the Liberal Arts, and UNV 11000 Seminar for Significance.
5. Only courses for which students have received a grade of "C" or better (2.0 on a 4.0 scale) can be transferred and applied toward degree requirements to satisfy major and breadth area requirements. Courses with a grade of "D" will be transferred as electives and applied toward the required 124 credits needed for graduation. Students must have a minimum cumulative grade point average of 2.00 to graduate from Ottawa.
6. Ottawa University is accredited by the Higher Learning Commission and a member of the North Central Association, 312-263-0456, www.ncahigherlearningcommission.org

Ottawa University is fully accredited by the State of Indiana Commission on Proprietary Education, 302 West Washington Street, Room E201, Indianapolis, Indiana 46204-2767, 317-232-1320, www.ai.org/cope/.

The Mid-America College of Funeral Service is accredited by the Committee on Accreditation of the American Board of Funeral Service Education, Inc., 38 Florida Avenue, Portland, ME 04103, 207-878-6530.

The Mid-America College of Funeral Service is fully accredited by the State of Indiana Commission of Proprietary Education, 302 West Washington Street, Room E201, Indianapolis, Indiana 46204-2767, 317-232-1320, www.ai.org/cope/.

7. Ottawa agrees that it will not disclose or authorize anyone else to disclose or use or make known for another's benefit any confidential information or data of Mid-America and/or its students in any way acquired under this Agreement unless required by law or court order. This includes, but is not limited to, information pertaining to students covered by The Family Educational Rights and Privacy Act (FERPA). Ottawa shall promptly notify Mid-America of all requests or demands for information related to Mid-America students it receives in connection with any legal, governmental or other proceeding or investigation unless otherwise prohibited by law.

8. Notice: Any notices to be given to Ottawa and Mid-America under the terms of this agreement shall be in writing and addressed as follows:

If to Ottawa: Lisa Johnson
Director of Administration
Ottawa University
1001 South Cedar
Ottawa, KS 66207

If to Mid-America: Lauren Budrow
President
Mid-America College of Funeral Service
3111 Hamburg Pike
Jeffersonville, Indiana 47130

9. Ottawa and Mid-America agree to negotiate in good faith any necessary amendments to this agreement. In the event a change to this agreement is needed to implement and operate this program successfully over time, or to add or delete program and/or Ottawa credit awards, a written amendment signed by an authorized representative of both Ottawa and Mid-America shall be required. Upon execution, such amendment shall be incorporated by addendum as part of this agreement.

10. Either party may terminate this agreement within 120 days written notice. Either party may terminate this agreement for the material noncompliance of the other party by providing that other party 30 days written notice of termination. If the non-complying party fails to resolve its noncompliance within the 30-day period, or makes no attempt to do so, the termination shall be effective immediately. Immediate termination is possible only by mutual consent. Such termination shall not affect students already accepted by Ottawa pursuant to this agreement.

11. To the extent permitted by law, each party shall hold the other party harmless for any actions or omissions on the part of its employees or agents. Both parties agree to use alternative dispute resolution procedures to the extent permitted by law.

12. Neither party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, age, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with


all applicable federal and state laws, rules, regulations and executive orders relating to nondiscrimination, equal employment opportunity, immigration and affirmative action. Both parties' services and facilities shall comply with all applicable laws, including the Americans with Disabilities Act and the Rehabilitation Act, relating to persons with disabilities.

13. This agreement shall be governed by the laws of the State of Indiana. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining provisions shall not be affected thereby.
14. The parties agree the rights and obligations of this agreement are not assignable absent the signed, written consent of the other party.
15. The parties to this agreement are independent contractors. No employment relationship between the parties is created through this agreement.
16. This agreement represents the entire agreement between the parties and supersedes any prior oral or written understandings with respect to transfer agreements between the parties and supersedes any prior oral or written understandings with respect to transfer agreements between the two parties.
17. Ottawa University reserves the right to make changes of any nature to its degree programs and requirements for admission, including changes in the transferability of coursework credits.

This agreement between Ottawa and Mid-America is herein signed by their duly designated officers; each legally qualified to commit the contracting entities to a binding contract.

In WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year indicated below:

Ottawa University

By:  Date: 8/17/2015
J. Clark Ribordy
Executive Vice President and Chief Financial Officer

By:  Date: 8/13/15
Lisa Johnson
Director of Governmental, Regulatory and Legal Affairs

By:  Date: 8-6-15
Dr. Terry Haines
Executive Vice President and University Provost

By: Karen Adams Date: 08-06-15
Karen Adams
University Registrar

Mid-America College of Funeral Service

By: Lauren M. Budrow Date: 8/4/2015
Lauren M. Budrow
President