

## MEMORANDUM OF AGREEMENT

MOTLOW STATE COMMUNITY COLLEGE – MCMINNVILLE AND TULLAHOMA

AND

TENNESSEE TECHNOLOGICAL UNIVERSITY

As part of the continued effort to provide greater access to education, Motlow State Community College (MSCC) and Tennessee Technological University (TTU) agree to cooperatively provide educational programs for the MSCC service area. Under the auspices of this agreement, institutions will provide the opportunity for students to earn credits toward the Associate, Baccalaureate, Master's and Educational Specialist degrees while taking classes at MSCC.

This agreement specifies the nature of the services each institution will provide as a part of the instructional programs offered. The term of the Agreement shall be from July 1, 2015, through June 30, 2016. Thereafter this Agreement may be extended for additional terms for a total contract term not to exceed five (5) years.

The following conditions are agreed upon by each institution:


1. MSCC will offer all 1000 and 2000 level credit courses.
2. TTU will coordinate and offer upper division and graduate credit courses for TTU degrees.
3. Each institution will provide appropriate library holdings and services for their students. All holdings and services will be available to any student enrolled.
4. Each institution will collect maintenance fees for their respective courses.
5. Each institution will receive the FTE generated for their respective courses.
6. TTU will pay the following student fees for each TTU student:
  - a. MSCC Campus Access Fee at a rate of \$5 per TTU student;
  - b. MSCC Student Recreation Center Fee of \$15 per TTU student;
  - c. Twenty-five percent (25%) of MSCC Technology Access Fee which calculates to \$30 per TTU student.


7. TTU will pay MSCC a Facilities rental fee of \$50 per credit hour offered by TTU on the MSCC campus, not to exceed 112 credit hours per semester.
8. TTU will be responsible for providing the following:
  - a. Computers, printers, telephone and data communication devices for TTU faculty and staff;
  - b. Furnishings for TTU faculty and staff office space;
  - c. Course specific rentals, labs, supplies, and equipment (e.g., 21<sup>st</sup> Century Classroom hardware, software, and related equipment and materials)
  - d. Salary, travel, and benefit costs for assigned TTU faculty and staff.
9. MSCC will be responsible for the following:
  - e. Office space for TTU faculty and staff
  - f. Classroom space for all TTU classes
  - g. General purpose computer labs for student use
  - h. Connectivity to MSCC data lines, telephone lines, and computer network
  - i. Maintenance and service of computers for faculty, staff, and students, with the exception of specialized equipment such as the Macintosh iBook computers for the 21<sup>st</sup> Century Classroom.
10. This agreement may be modified only by written amendment executed by both parties.
11. The annual liability payable to MSCC by TTU shall not exceed \$25,000 annually.
12. Either party may terminate this agreement by giving written notice to the other at least 30 days before the effective date of termination.
13. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation act of 1973, American Disabilities Act of 1990, Executive Order 11,246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, disability, veteran status or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

14. This agreement may be modified only by written agreement of the Parties.

IN WITNESS HEREOF, the parties cause this agreement to be executed.

  
\_\_\_\_\_  
President  
Motlow State Community College  
April 5, 2016  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Philip Oldham, President  
Tennessee Technological University  
3/17/2016  
\_\_\_\_\_  
Date

TENNESSEE BOARD OF REGENTS

\_\_\_\_\_  
David B. Gregory, Chancellor  
\_\_\_\_\_  
Date

AMENDMENT TO MEMORANDUM OF AGREEMENT  
BETWEEN MOTLOW STATE COMMUNITY COLLEGE –  
MCMINNVILLE - TULLAHOMA AND  
TENNESSEE TECHNOLOGICAL UNIVERSITY

This Amendment, made this 9<sup>th</sup> day of April, 2018, is by and between Motlow State Community College (MSCC) and Tennessee Technological University (TTU) to modify the Memorandum of Agreement between the parties effective on July 1, 2015 (the "MOA").

WITNESS

The MOA is modified as follows:

- 1.i The second paragraph of the MOA is modified to read as follows: "This agreement specifies the nature of the services each institution will provide as a part of the instructional programs offered. The term of this Agreement shall be from July 1, 2015, through June 30, 2019. Thereafter this Agreement may be extended for additional terms for a total contract term not to exceed five (5) years. Extension of the Agreement will be effected by a written amendment signed by the parties."i

All other terms and conditions of the original agreement are hereby ratified and affirmed.

The parties agree that this Amendment may be executed in counterparts and signed electronically and transmitted electronically.

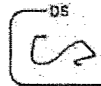
IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below:

**Motlow State Community College:**

2018-04-20 | 2:02 PM CDT

Date

**Tennessee Technological University:**



claire stinson, TTU

2018-04-17 | 9:09 AM CDT

Date

Approved:

**Tennessee Board of Regents:**

2018-04-23 | 10:56 AM CDT

Date