

TRANSFER AGREEMENT
BETWEEN
OTTAWA UNIVERSITY
AND
NORTHEASTERN OKLAHOMA A&M COLLEGE

This agreement is entered into between Ottawa University, a Kansas corporation, herein referred to as "Ottawa," and Northeastern Oklahoma A&M College, herein after referred to as "NEO."

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

Whereas, Ottawa and NEO 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. Effective from the Ottawa term beginning Fall 2018, Ottawa will offer a tuition scholarship to any Native American NEO associate degree graduate who transfers to complete a baccalaureate degree program at Ottawa University or any Native American NEO student who has earned a minimum of thirty (30) credit hours at NEO and is deemed, by committee review on a case-by-case basis, to be prepared to transfer to complete a baccalaureate degree program at Ottawa University. This scholarship will be in the amount of \$10,000 per academic year. The scholarship is limited to one baccalaureate degree per student, and to coursework which applies to the student's program of choice. Initially, coursework must be completed at the Ottawa, Kansas residential campus with the potential of one online course per semester, if approved, as course offerings are available. An expansion to all Ottawa University Installations may be forthcoming, as an addendum to this agreement. Students may begin in any term throughout the academic year, but must complete a minimum of two courses (worth 3 credit hours or more) per term. In addition, students must meet with their Adawe advisor a minimum of three times per semester to remain eligible and engage with the University Chaplain's office monthly to receive the scholarship.
2. Ottawa will provide a guide of resources and special training(s) and barrier reduction services will be made available to Native American students transferring from NEO.
3. Each Native American student transferring from NEO and receiving this scholarship will be required to engage in five hours of community service per week. Oversight of community service opportunities will be provided through the Fredrikson Center for Faith and Church Vitality.
4. Transferring students are subject to the admissions policies of the College, acceptance to the traditional daytime bachelor's degree program at the College, and attendance at the College.
5. Ottawa will award and transcript college-level credit earned through the successful completion of any associate degree program awarded by NEO. Varsity sports, developmental, remedial, and courses that are not applicable to NEO's 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 NEO associates 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 NEO associates degree will be evaluated and transcribed in compliance with Ottawa's transfer policy and may result in a difference of credit than granted by NEO.

6. Ottawa will accept a maximum of 80 credits from NEO toward a bachelor's degree. Of the 124 semester 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.
7. Ottawa's General Education requirements are organized into eight areas called Breadth Areas. A student gaining an associate degree from NEO will typically have fulfilled Ottawa's breadth area requirements as a result of completing NEO's 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 eight areas may be achieved in varied ways through different classes and/or tests, depending on the students' needs, interests, and educational backgrounds. Students must also successfully complete the LAS sequence of courses at Ottawa.
8. 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 considered for application toward the required 124 credits needed for graduation. Students must have a minimum cumulative grade point average of 2.00 to graduate from Ottawa.
9. As part of this agreement, NEO agrees to assist in informing students of this scholarship benefit using existing channels and resources, as well as others upon which the parties mutually agree. Ottawa invites NEO to participate in joint announcements of this agreement, and 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 institutions website and or via other marketing and publicity methods.
10. Each of the parties is responsible respectively to maintain their offerings according to the academic standards which meet all the standards for accreditation by the Higher Learning Commission— Ottawa and NEO.
11. 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 NEO 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 NEO of all requests or demands for information related to NEO students it received in connection with any legal governmental or other proceeding or investigation unless otherwise prohibited by law.

12. Any notices to be given to Ottawa and NEO under the terms of this agreement shall be in writing and addressed as follows:

If to Ottawa: J Clark Ribordy
Executive Vice President and CFO
1001 S. Cedar St.
Ottawa, KS 66067

If to NEO: Dr. Bethene Fahnestock
VP of Academic Affairs
bfahnestock@neo.edu
918-540-6202

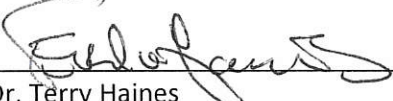
13. Ottawa and NEO agree to negotiate in good faith any necessary amendments to this agreement. In the event change to this agreement is needed to implement and operate this program successfully over time, or to add or delete program and/or Ottawa credit awards, a written amendment signed by an authorized representative of both Ottawa and NEO shall be required. Upon execution, such amendment shall be incorporated by addendum as part of this agreement.
14. 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 it's 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.
15. 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.
16. Neither party shall illegally discriminate in either the provision of services, or in employment against any person because of sex, 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.
17. This agreement shall be governed by the laws of the State of Kansas. 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.

18. The parties agree the rights and obligations of this agreement are not assignable absent the signed, written consent of the other party.
19. The parties to this agreement are independent contractors. No employment relationship between the parties is created through this agreement.
20. 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.
21. 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.

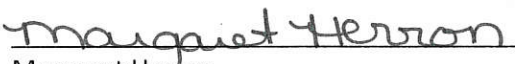
This agreement between Ottawa and NEO is herein signed by their duly designated officers; each legally qualified to commit the contracting entities to a binding contract.

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


Ottawa University


By:  Date 7-17-2018
Dr. Terry Haines
Vice President of Academic Affairs and University Provost

By:  Date 7-17-2018
J Clark Ribordy
Vice President and Chief Financial Officer

By:  Date 7-17-2018
Margaret Herron
University Registrar

Northeastern Oklahoma A&M College

By:  Date 7/30/18

By:  Date 7/30/18