



Existing Program Report

Date Submitted:

11/06/2023

Institution

Missouri State University

Institution Program Title

A02090030101001010001 - BSED - Elementary Education - 131202

Implementation Date:

07/20/2020

New Site Information**Added Site(s):**

OTC Republic Center, 584 US-60, Republic, MO, 65738

OTC Table Rock Campus, 10698 Historic Hwy 165, Hollister, MO, 65672

Selected Site(s):**Options****Current Options:****Options Added:****Mode of Delivery**

Classroom

Online

Assurances

I certify that the program is clearly within the institution's CBHE-approved mission. The proposed new program must be consistent with the institutional mission, as well as the principal planning priorities of the public institution, as set forth in the public institution's approved plan or plan update.

I certify that the program will be offered within the proposing institution's main campus or CBHE-approved off-site location.

I certify that the program will not unnecessarily duplicate an existing program of another Missouri institution in accordance with 6 CSR 10-4.010, subsection (9)(C) Submission of Academic Information, Data and New Programs.

I certify that the program will build upon existing programs and faculty expertise.

I certify that the program can be launched with minimal expense and falls within the institution's current operating budget.

I certify that the institution has conducted research on the feasibility of the proposal and it is likely the program will be successful. Institutions' decision to implement a program shall be based upon demand and/or need for the program in terms of meeting present and future needs of the locale, state, and nation based upon societal needs, and/or student needs.

Contact Information

First and Last Name: Carol

Green

Email: carolgreen@missouristate.edu

Phone: 418-836-4652



DEPARTMENT OF HIGHER EDUCATION & WORKFORCE DEVELOPMENT

Please use this form as a worksheet and submit program information through the
Academic Program Actions Portal

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PUBLIC

INDEPENDENT

PROGRAM CHANGE REQUEST FOR STAFF REVIEW

Name of Institution:

Missouri State University

- Title or CIP change
- Combination program created out of closely allied existing programs
- Add option to existing program
- Add certificate program (from approved existing parent degree or stand-alone) **attach curriculum*

Before the Proposed Change			After the Proposed Change		
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- Delete program
- Delete option
- Place program on inactive status

Name of program/certificate/option	Degree type and CIP code	Date to delete or inactivate

- Change of address
- Closed location
- Existing Program, New Site

Add TABLE ROCK LAKE center to Central Region partnership with OTC for offering ELEMENTARY EDUCATION, BSED, CIP: 13.1202 degree completion. This center will be in addition to Lebanon and Waynesville OTC centers.
OTC Table Rock Campus
10698 Historic Hwy 165
Hollister, MO 65672

List sites where changes on this form should be applied (such as main campus, all off-site locations, etc.):

Springfield-Main Campus

AUTHORIZATION

Dr. John Jasinski, Provost		11/06/2023
Name/Title of Institutional Officer	Signature	Date

Please save and email this form and supporting documents to: he.academicprogramactions@dhe.mo.gov

LEASE AGREEMENT

THIS LEASE is made this 1th day of April, 2023 by and between COMMUNITY COLLEGE DISTRICT OF CENTRAL SOUTHWEST MISSOURI A/K/A OZARKS TECHNICAL COMMUNITY COLLEGE, a political subdivision ("Lessor") and THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, a public university of higher education ("Tenant" or "Missouri State University").

WITNESSETH:

WHEREAS, the Lessor owns the facility commonly known as the OTC Table Rock Campus, 10698 Historic Hwy 165, Hollister, Missouri (the "Building"); and

WHEREAS, Lessor and Tenant have entered into an agreement to provide for a cooperative arrangement whereby Tenant will offer a baccalaureate degree program and master's degree program in Education; and

WHEREAS, Tenant desires to lease from Lessor, a portion of the Building containing minimum classroom and computer lab space between the hours of 8:00 AM and 9:00 PM Monday through Thursday; to be located on the floor of the Building described on Exhibit A which is attached hereto and incorporated by reference herein, together with all rights, privileges and appurtenances thereto (the "**Leased Premises**").

As of the Commencement Date (as hereinafter defined) the Leased Premises is leased subject to the following: (a) all legal highways, (b) the easements, covenants and restrictions of record, (c) ordinances and zoning laws, and (d) Lessor's campus rules and regulations as issued from time to time (together, the "Permitted Encumbrances")

THIS LEASE is made upon the following terms and conditions:

Section 1 **TERM**

1.1 **Initial Term.** The Term of the Lease shall commence upon signing of this agreement, (the "Commencement Date") and expire on August 1, 2024 (the "Initial Term").

1.2 **Renewal Term.** Tenant, if not in default hereunder, shall, upon 120 days' notice of the stated date of termination of this lease, have the option to extend said lease for an additional twelve (12) months (the "Renewal Term."). If no notice of termination is given by either party at least thirty (30) days prior to the end of the Initial Term of the lease or the Renewal Term, occupancy shall continue on a month-to-month basis, with a thirty (30) day written notice to terminate said lease by either party. Hereinafter both the Initial Term and Renewal Term are referred to as the "Term," unless specified otherwise.

Section 2 **RENT**

2.1 Rent During the Term. Beginning on the Commencement Date and for the Term of this Lease, Tenant shall pay the Lessor the rent sum of one thousand five hundred and 00/100 Dollars (\$1,500.00), per the Missouri State University academic semesters, including the summer term.

2.2 Rent. Any rental amount due is hereinafter referred to as "Rent."

2.3 Payment. Rent shall be paid without demand within forty-five (45) days of the first day of classes each semester, as posted on Tenant's academic calendar, and payable to Lessor at 1001

E. Chestnut Expressway, Springfield, MO 65802, or at such other addresses designated by written notice from Lessor. If Tenant does not have enrollment of more than two students for the Missouri State University academic semester at this location, payment will not be required for that semester given that Tenant provides Lessor ten (10) days written notice prior to the start of the semester.

Section 3 **REPAIR AND MAINTENANCE**

3.1 Tenant shall maintain the Leased Premises in good condition, normal wear and tear excepted. Lessor shall provide daily custodial services to the Leased Premises and common areas. Lessor shall be responsible for all services and repairs on the property including but not limited to security, utilities, taxes, maintenance, repairs, internet and phone service. The parties shall review the common area maintenance costs, if classes or events are scheduled beyond the normal operation hours of Lessor's Table Rock Campus which are Monday through Thursday between the hours of 8:00 A.M. and 9:00 P.M. Tenant will be responsible for costs associated with the extended hours.

3.2 Upon the failure of the Tenant to maintain the Leased Premises or in the event of an emergency, the Lessor or Lessor's agent(s) may re-enter the Leased Premises and make such repairs, replacements or renewals as are necessary, as determined in the Lessor's sole discretion to preserve the Leased Premises. All such repairs, replacements and renewals shall be at the Tenant's expense and the Tenant shall immediately pay to the Lessor all costs and expenses incurred by the Lessor in making such repairs, replacements or renewals.

Section 4 **COMPLIANCE WITH LAWS AND AGREEMENTS**

4.1 Lessor and Tenant shall comply with and cause the Leased Premises to be in compliance with (i) all laws, ordinances and regulations, and other governmental rules, orders and determinations now or hereafter enacted, made or issued, whether or not presently contemplated (collectively "Legal Requirements") applicable to the Leased Premises or the use thereof, (ii) the provisions of any insurance policies required to be maintained by Tenant with respect to the Leased Premises, and (iii) the terms of any covenants, conditions and restrictions which are Permitted Encumbrances.

4.2 Lessor and Tenant will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, age or disability (handicap) or veteran status with respect to employment, public accommodations, or access, as required by Executive Order No. 11246 of September 24, 1995, incorporated herein by reference and the Missouri Fair Employment and Public Accommodation Practices Act, Chapter 213 RSMO. Incorporated herein by reference and will further comply with any applicable provision of the American with Disabilities Act of 1990, and Titles VI and VII of the Civil Rights Act of 1964.

Section 5 **MECHANICS' LIENS**

Tenant will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises which arises by reason of any labor or materials furnished or claimed to have been furnished to Tenant by reason of any construction, addition, alteration or repair of any part of the Leased Premises made by Tenant.

Section 6 **TAXES, ASSESSMENTS AND OTHER CHARGES**

Lessor agrees to pay in a timely fashion all real estate taxes assessed against the Leased Premises becoming due and payable during the term of this Lease.

Section 7 **UTILITIES**

Lessor at its sole cost and expense shall obtain and promptly pay for all utility services required for the operation of or furnished to or consumed on the Leased Premises, including, without limitation, electricity, gas, water, sewer, heat, telephone, internet, security, garbage collection, and all charges, reconnection fees or late fees for any of the foregoing.

Section 8 **INDEMNIFICATION, PUBLIC LIABILITY, PROPERTY DAMAGE AND ENCUMBRANCES**

8.1 Indemnification.

8.1.1. Lessor's Indemnification of Tenant: To the extent permitted by law, and in any case construed in a fashion that does not waive governmental, sovereign, or official immunities, Lessor agrees to defend, indemnify and hold harmless Tenant, its officers, board members, employees, servants, affiliated organizations, insurers, agents and assigns from any and all claims, actions, causes of action, demands, suits, liabilities, losses or expenses in connection with bodily injury, personal injury or property damage resulting from acts or omission of Lessor, its employees, students, agents or servants.

8.1.2 Tenant's Indemnification of Lessor: To the extent permitted by law, and in any case construed in a fashion that does not waive 11th Amendment, governmental, sovereign, or official immunities, Tenant agrees to defend, indemnify and hold harmless Lessor, its officers, trustees, employees, servants, affiliated organization and insurers from any and all claims, actions, causes of action, demands, suits, liabilities, losses or expenses in connection with bodily injury, personal injury or property damage resulting from the acts or omissions of Tenant, its employees, agents or servants.

8.2 Insurance and Legal Responsibility. Lessor shall maintain commercial general liability and Property insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence / Two Million Dollars (\$2,000,000.00) aggregate. Tenant, as a public institution, does not maintain general liability insurance and instead relies on the State Legal Expense Fund, as set forth in Mo. Rev. Stat. 105711, as administered by the Office of the Missouri Attorney General. Tenant shall maintain property insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence / Two Million Dollars (\$2,000,000.00) aggregate.

8.3 Automobile Insurance. Lessor and Tenant shall maintain automobile liability insurance, for all college or university owned vehicles with limits of not less than One Million Dollars (\$1,000,000.00) per accident/aggregate for bodily injury and property damage.

8.4 Worker's Compensation Insurance. Lessor and Tenant shall maintain workers' compensation coverage for their respective employees.

8.5 Umbrella. Lessor shall maintain an umbrella insurance with a minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate limit.

8.6 Fire and Casualty Insurance. Lessor, at Lessor's sole expense shall keep the Leased Premises insured against loss by fire and all of the risks and perils usually covered by an extended coverage endorsement.

8.7 Encumbrances. At no time shall Tenant encumber or allow the Leased Premises to become encumbered by any lien, mortgage, or other encumbrance and to the extent allowed by law Tenant agrees to indemnify and save harmless Lessor against any such encumbrances, and any cost associated with defending or removing the same, including attorney fees and court costs.

Section 9 CASUALTY AND CONDEMNATION

9.1 Fire and Other Casualty. If the Leased Premises or any portion thereof are partially or totally destroyed or damaged by fire or other casualty covered by the fire and extended coverage insurance carried by Landlord on the Leased Premises, Landlord shall repair and restore the damaged portion of the Leased Premises, as soon as it is reasonably practicable, to substantially the same condition in which the Leased Premises were prior to the same; provided however, that if the Leased Premises are completely destroyed or so badly damaged that repairs cannot be completed within one hundred twenty (120) days thereafter, this Agreement may be terminated by Tenant by serving written notice upon the Lessor.

In the event the Leased Premises, or any portion thereof, are destroyed or damaged by fire or other casualty covered by the fire and extended coverage insurance carried by Landlord such that such damaged portion cannot reasonably be used by Tenant for the purposes herein provided, and this Agreement is not terminated as above provided, there shall be an abatement of Rent to the extent that the damaged portion of the Leased Premises is unfit for use by Tenant in the ordinary course of its business until said damaged portion of the Leased Premises are made usable.

Notwithstanding any provision herein to the contrary, in the event the damage or destruction to the Leased Premises through fire or other casualty is entirely attributable to the action or inaction of Tenant, and/or its agents, employees, licensees or invitees, then after offset by any proceeds from any applicable insurance policies Landlord or Tenant may be a party to: (i) such damage or destruction to the Leased Premises shall be promptly repaired by Tenant, at its sole cost and expense to Landlord's satisfaction; (ii) the Rent shall not abate or be adjusted during such period of restoration and refurbishment; (iii) Tenant shall not be entitled to terminate this Lease; and (iv) Tenant shall fully reimburse Landlord for all costs and expenses, including responsible attorneys' fees, incurred by Landlord on behalf of Tenant in connection with any damages incurred by Tenant which are not covered by insurance.

Section 10 **ASSIGNMENT AND SUBLETTING; SALE AND LEASING OF IMPROVEMENTS**

10.1 Tenant shall not, assign Tenant's interest in this Lease, sublet the Leased Premises or any part thereof; sell, contract to sell, lease, sublease or permit others to occupy the Leased Premises. Assigning or subletting the Lease or any interest hereunder is prohibited without the Lessor's prior written approval. In the event of any such assignment, sublease, sale, contract or other transfer, Tenant shall always remain primarily liable as a principal and not as a guarantor for the payment of the Rent and all other sums due Lessors hereunder and for compliance with and performance of all of the covenants and conditions of this Lease on the part of Tenant to be performed.

10.2 Nothing herein shall prevent Landlord from selling or otherwise encumbering the Leased Premises as Landlord determines in its sole discretion. In the event of a sale, the Lease shall transfer with the sold Leased Premises. In the event Landlord obtains mortgage financing, Tenant agrees as needed to subordinate its interest to those of the Lender and agrees to execute any subordination agreement requested by Landlord and/or Lender as needed.

Section 11 **TENANT'S DEFAULTS; REMEDIES**

11.1 Default. If one or more of the following events ("Defaults") shall happen and be continuing: (a) Tenant fails to make punctual payments of the Rent or any other sums to be paid hereunder by Tenant, and such failure continues for fifteen (15) days after its due date; (b) Tenant fails to perform or observe any other covenant or condition to be performed or complied with by Tenant under this Lease, and such failure continues for thirty (30) days after written notice thereof by Lessor to Tenant; or if the Default complained of is of such a nature that it cannot reasonably be completely cured or remedied within such thirty (30) day period (other than the payment of Rent), and does not thereafter, with reasonable diligence and good faith, proceed to remedy or cure such Default; then, and in any such event, Lessor shall have the right, at its option, then or at any time thereafter while such Default shall continue, to give a written notice specifying a date on which this Lease shall terminate, and on such date, subject to the provisions of this Section relating to the survival of Tenant's obligations, this Lease shall terminate and expire by limitation.

11.2 Re-entry. If any such Default shall have occurred and be continuing, and whether or not Lessor shall have terminated this Lease, Lessor may re-enter and take complete and peaceful possession of the Leased Premises and, with or without process of law, remove therefrom all persons and all furniture, fixtures, equipment and other personal property located on the Leased Premises by force or otherwise without being liable in damages therefor. In such event Tenant shall peacefully and quietly yield up and surrender the Leased Premises to Lessor and remain liable to Lessor for all losses and damages sustained by reason of such default.

11.3 Damages. In the event of any such Default and recovery of possession of the Leased Premises by Lessor, whether or not this Lease is terminated by Lessor, Lessor shall be entitled to recover all unpaid Rent for the periods prior to the date of such recovery of possession.

Section 12 **LESSOR'S DEFAULTS; REMEDIES**

Lessor will be in default if it fails to fully perform any of its obligations pursuant to this Lease and such failure is not cured within 30 days after notice of default (unless such failure cannot reasonably be

cured within such period, in which case Lessor will not be in default if it promptly commences and diligently pursues the cure to completion and in all events within 60 days after notice of default). Upon the occurrence of a Lessor material default: (a) Tenant may terminate the Lease; or (b) if it involves Lessor's failure to fully perform any routine and ordinary service, maintenance, or repair within the leased property, then Tenant, at its option, after an additional five (5) days' prior written notice of its intention to do so, perform such routine and ordinary service, maintenance, or repair, in which case Lessor will reimburse Tenant for its actual and reasonable costs paid or incurred in connection therewith.

Section 13 HOLDING OVER

A holding over beyond the termination or expiration of the Term of this Lease shall operate as an extension of this Lease from month to month and Tenant shall become a tenant from month to month. Such extended term may be terminated either by Lessor or Tenant giving thirty (30) days' written notice to the other.

Section 14 SURRENDER

At the expiration or earlier termination of the Term of this Lease, Tenant shall yield the Leased Premises to Lessor in good order and repair, ordinary wear and tear excepted. Any improvements or other alterations shall at the expiration or earlier termination of the Term of this Lease automatically become the sole property of Lessor without any compensation whatsoever to Tenant. By the expiration or earlier termination of this Lease, Tenant may remove any of Tenant's trade fixtures, furniture, equipment and other unattached personal property from the Leased Premises and Tenant shall repair any damage which may result to the Leased Premises from such removal. In the event Tenant fails to so remove such items, such items shall be deemed abandoned and shall be the property of the Lessor.

Section 15 QUIET ENJOYMENT AND TITLE

So long as Tenant pays the Rent and performs Tenant's covenants provided herein, Tenant shall peacefully and quietly hold the Leased Premises throughout the Term of this Lease free from hindrance or molestation by Lessor and others claiming by, through, or under Lessor, but subject to the Terms of this Lease.

Section 16 NOTICES

16.1 Notice Procedure. Any notice required or permitted to be given to a party under the provisions of this Lease shall be in writing and shall be delivered as follows: (i) personally served upon the entity receiving notice and such delivery is attested to by affidavit of a competent witness, (ii) Faxed and receipt of the fax is acknowledged by the recipient in writing, or (iii) mailed by certified or registered United States mail, postage prepaid, return receipt requested, or sent via another receipted courier service, addressed as follows:

Lessor: COMMUNITY COLLEGE DISTRICT OF CENTRAL
SOUTHWEST MISSOURI A/K/A OZARKS TECHNICAL
COMMUNITY COLLEGE
Attention: Rob L. Rector, Vice Chancellor for Administrative Services
1001E. Chestnut Expressway
Springfield, MO 65802

Tenant: MISSOURI STATE UNIVERSITY
Attention: Michael Wills, Director of Procurement Services

901 S. National Avenue
Springfield, MO 65897

With Copy to:

MISSOURI STATE UNIVERSITY
Attention: Office of Legal Affairs and Compliance
901 S. National Avenue
Springfield, MO 65897

MISSOURI STATE UNIVERSITY
Attention: Matthew Morris, Vice President for Administrative Services
901 S. National Avenue
Springfield, MO 65897

Notice is received on the date actually received by the party receiving notice. If delivery of a notice is refused or unclaimed or deemed undeliverable due to intentional avoidance, notice will be deemed received on the date of the first attempted delivery.

16.2 Change of Address. Either party may, from time to time, change its notice address by written notice to the other interested entities at their then-current mailing address, in accordance with the provisions of this Section.

Section 17 **WAIVER OF COVENANTS, ETC**

No waiver of any condition or covenant of this Lease shall be deemed to imply or constitute a further waiver of the same or any other like condition or covenant, and nothing herein contained shall be construed to be a waiver on the part of the Lessor of any right or remedy in law or otherwise, and all of the Lessor's remedies herein provided for shall be deemed to be cumulative.

Section 18 **BINDING EFFECT**

This Lease and the covenants and agreements of the parties hereunder shall be binding upon and inure to the benefit of Lessor and Tenant and their successors, and assigns.

Section 19 **PARTIAL INVALIDITY**

In the event any clause, term or condition of this Lease shall be determined to be illegal or unenforceable under any applicable governmental laws, orders, rules or regulations, this Lease shall remain in full force and effect as to all other terms, conditions and provisions.

Section 20 **HEADINGS, MEANING OF WORDS, ENTIRE AGREEMENT.**

The headings used in this Lease are inserted for convenience and are not to be considered in the construction of the provisions of this Lease. This Lease constitutes the entire agreement of the parties and may be amended or modified only in writing signed by both parties, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Lease.

Section 21 **HAZARDOUS SUBSTANCES**

21.1 Tenant shall not generate, use or store any substances designated as, or containing components designated by any governmental agency as hazardous, dangerous, toxic or harmful, and/or subject to regulations under federal, state or local law, regulations or ordinance on or around the Leased Premises; except to the extent used (i) in normal quantities and (ii) in compliance with all Environmental Laws. Tenant shall not install any underground storage tanks on the Premises without prior written consent of Lessor, which may be withheld in Lessor's sole discretion. Tenant shall be fully and completely liable to Lessor and shall indemnify, defend and hold Lessor harmless from any and all cleanup costs and any and all other charges, fees (including attorneys' and consultants' fees) or penalties relating to the use, disposal, transportation, generation or sale by Tenant of hazardous substances on the Premises.

21.2 Tenant further agrees to be responsible for all liability, losses, expenses (including attorneys' and consultants' fees), damages, penalties, costs, actions, claims, judgments, fines, response costs, cleanup costs and oversight costs which may be imposed upon, incurred by, or asserted against Lessor, its employees, officers and directors, and Lessor's successors, assigns and successors in interest to the Leased Premises or any part thereof, by any person or entity (including, but not limited to, a governmental entity), arising out of or in connection with any Environmental Conditions (as hereinafter defined) on or off the Leased Premises, caused or created by Tenant and/or arising out of or in connection with Tenant's violation or failure to comply with any Environmental Laws (as hereinafter defined) at any time throughout Tenant's occupancy of the Premises whether before or after the date of this Lease, except to the extent caused by Lessor or relating to an existing condition. Such indemnification applies whether or not such liability, damages, losses, expenses (including attorneys' and consultants' fees), penalties, costs, actions, claims, judgments, fines, response costs, cleanup costs and oversight costs arise under any theory of strict liability, whether under common law or under any federal, state or local law, and/or arise from the actions of Tenant or any of its employees, agents, contractors or licensees, except to the extent caused by Lessor or relating to an existing condition.

21.3 "Environmental Conditions" means any and all conditions in, on, under or resulting from the soil, surface water, air, ground water and stream sediments on, under or above the Leased Premises that could require remedial action or result in claims, demands or liabilities by third parties against the owner or operator of the Leased Premises.

21.4 "Environmental Laws" shall mean all federal, state or local environmental laws, ordinances, rules, regulations, requirements, licenses, permits, and acts, and all regulations promulgated thereunder, whether now existing or hereafter enacted, including, but not limited to: the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., as amended ("FWPCA"); the Clean Air Act, 42 U.S.C. §§ 741 et seq., as amended ("CAA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended ("RCRA"); The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended ("CERCLA") The Superfund Amendments and Reauthorization Act, as amended ("SARA"); the Clean Water Act, as amended ("CWA"); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., as amended ("TSCA"); the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., as amended ("OSHA"); the Safe Drinking Water Act 42 U.S.C. § 300(f) et seq., as amended; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq., as amended ("FIFRA"); the Hazardous Material Transportation Act; and the Marine Protection, Research and Sanctuaries Act.

Section 22 **USE AND OCCUPANCY**

22.1 The Leased Premises are to be used solely for classrooms and faculty/staff workspace.

22.2 The Tenant may not offer any courses on the Leased Premises that Lessor is offering.

22.3 Tenant covenants that no waste or damage shall be committed upon or to the Leased Premises; that the Leased Premises shall not be used for any unlawful purpose nor in a manner creating a nuisance for adjoining tenants and/or land owners; and that no violation of any city, county, state or federal law, rule or regulation shall be permitted or committed thereon, including without limitation, any Environmental Laws (as herein defined). Tenant shall not allow any rubbish or refuse to accumulate or any fire hazard to exist on the Leased Premises. Tenant agrees to obey and conform to all laws, ordinances, rules, regulations or orders of the city, county, state and federal governments and all public utilities.

Section 23 **COMMON AREAS**

23.1 Lessor shall provide access to parking for Tenant's students, faculty and staff within a reasonable distance of the Leased Premises at no additional charge to Tenant.

23.2 Lessor will keep the facility, including the common areas, in good condition and repair and in compliance with the Americans with Disabilities Act (ADA), and other applicable laws.

23.3 Common areas and parking areas are under Lessor's management and control.

23.4 Lessor agrees that Tenant's students, faculty and staff at the OTC Table Rock Campus shall have access to the available common facilities, based on approval/availability per Lessor's designated liaison. Lessor will provide card or key access to the Premises (and Facility, if applicable).

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above written.

LESSOR

COMMUNITY COLLEGE DISTRICT OF CENTRAL
SOUTHWEST MISSOURI A/K/A OZARKS TECHNICAL
COMMUNITY COLLEGE

By:  _____

ITS: VICE CHANCELLOR FOR ADMINISTRATIVE SERVICES

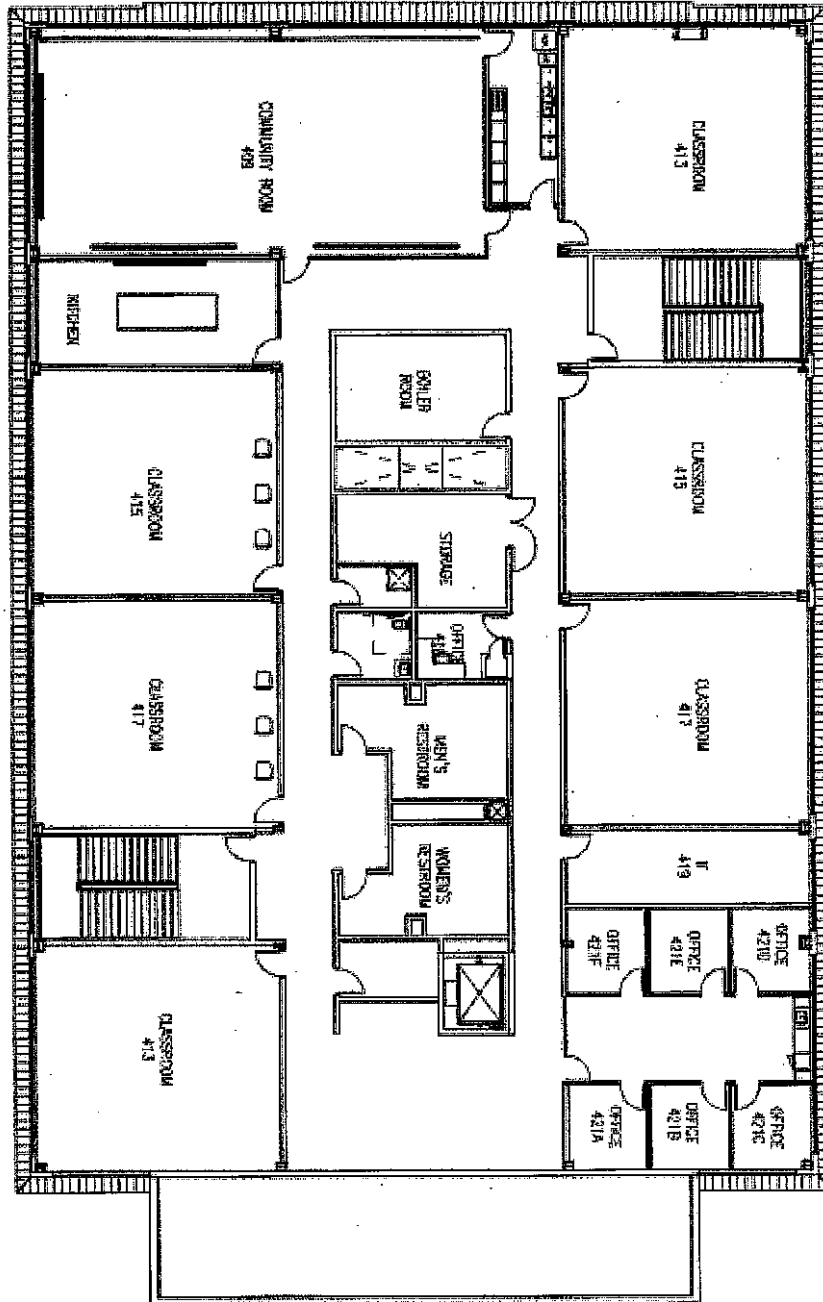
TENANT

BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY

By: Michael Will

ITS: Director of Procurement Services

Exhibit A





DEPARTMENT OF HIGHER EDUCATION & WORKFORCE DEVELOPMENT

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