

MEMORANDUM OF AGREEMENT BETWEEN
WASHBURN UNIVERSITY
AND
THE KANSAS STATE DEPARTMENT OF EDUCATION
REGARDING ACADEMIC CREDIT FOR CAREER CLUSTER PATHWAY COMPLETION

THIS MEMORANDUM OF AGREEMENT (Agreement) is made and entered into this 1st day of August, 2013, by and between the Kansas State Department of Education, hereafter "KSDE," and Washburn University of Topeka, hereafter "WU."

WHEREAS, the purpose of this Agreement is to provide eligible high school students, defined as students who have completed a pathway program, the option of earning academic credit from WU for the successful completion of designated KSDE approved Career Cluster Pathways, hereafter "CCP;" and

WHEREAS, the benefits of the CCP include a smoother student transition from high school to college and the recognition of previous learning; and

NOW, THEREFORE, IN CONSIDERATION of the following mutual promises, the parties agree as follows:

1. **KSDE RESPONSIBILITIES**

KSDE agrees that it shall:

- a. provide a list of the secondary CCP approved by the KSDE on an annual basis;
- b. provide a list of all high schools that have joined the WU statewide agreement on an annual basis;
- c. inform WU in August of each year of any CCP program that is no longer approved;
- d. inform WU in August of each year of any changes to the approved CCP competencies; and
- e. inform all Kansas public school districts that offer the designated CCP of this Agreement.

2. **WU RESPONSIBILITIES**

WU agrees that it shall award academic credit toward the degree programs, attached hereto and marked as Attachment A and incorporated herein by reference and made part of this agreement, at no charge (including tuition and fees) to high school students, or Kansas public school districts, who:

- a. complete the KSDE approved high school CCP programs with a 3.0 or higher cumulative high school GPA;
- b. meet all WU admissions criteria;
- c. complete a minimum of 12 credit hours of WU undergraduate coursework as a full-time direct from high school student (attending WU in the summer or fall immediately following their high school graduation) in good standing with at least a 2.0 GPA; and
- d. submit a CCP Credit Award Request Form signed by an authorized high school official verifying completion of the KSDE approved CCP to the Office of the University Registrar.

3. **NON-DISCRIMINATION**

The parties agree that no person shall be denied participation in the School training programs on account of race, color, sex, religion, national origin, ancestry, creed, age, disability, gender identity or sexual orientation or any other basis prohibited under federal, state or local law.

4. AGREEMENT COMPLETE

The parties agree and covenant that this Agreement and Attachment A constitute the entire agreement between the parties and that no prior agreement or representation, oral or written, shall be binding or of any force or effect. Further, this Agreement may not be amended or enlarged except by written document signed by the duly authorized representatives of the parties. The Agreement is not valid without Attachment A.

5. ASSIGNMENT PROHIBITED

The parties agree that neither shall have the right to assign any interest in this Agreement to any other party.

6. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The parties expressly agree to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and 34 CFR Part 99, regarding any personally identifiable student information that may be released or made available to each party including agents, employees or any persons under supervision or control of WU or KSDE.

7. TERM AND TERMINATION OF AGREEMENT

This Agreement will remain in effect unless and until a written notice of intent to terminate the Agreement is provided in writing at least sixty (60) days prior to the date of termination by one party to the other. Should said termination occur during an academic term it shall not preclude the award of WU academic credit to any student who successfully completes an approved CCP program during the academic term in which the Agreement is terminated.

8. LIAISON

The parties designate the following individuals to serve as liaisons for the purpose of this program:

KSDE

Kirk Haskins
Educational Program Consultant
Career & Technical Education

WU

Tim Peterson, Ph.D.
Dean of Academic Outreach

9. The provisions contained in the Contractual Provisions Attachment (Form DA-146a), attached hereto, are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have hereunto set their hand the day and year written above.



Dr. Diane DeBacker
Kansas Commissioner of Education

8/12/13

Date



Dr. Jerry Farley
WU President

7.29.13

Date

Approved as to legal form
M. J. Farley
University Counsel
7-29-13

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 12 day of August, 2013.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



**WU Statewide CCP Agreement 2013
Attachment A**

Cluster – Pathway (CIP Code)/WU Dept. or School	WU Credit Award	Degree Program
Health Science (51.9999)/Allied Health	AL 101 – 3 Hrs	AS, BHS
Bus, Mgmt & Admin – Business Entrepreneurship & Management (52.0799)/Business	BU 101 – 3 Hrs	BBA
Finance – Business Finance (52.0801) / Business	BU 101 – 3 Hrs	BBA
Marketing – Marketing (52.1402) / Business	BU 101 – 3 Hrs	BBA
LPSCS – Corrections, Sec. & Law Enforcement Ser.(43.0199)/Criminal Justice	CJ 100 – 3 Hrs	AA – CJ BSCJ
Human Services – Family & Community Services (19.0799)/Human Services	HS 131 – 3 Hrs	AAS - HS BAS – HS
Human Services – Early Childhood Dev. & Services (19.0709)/Education	ED 160 – 3 Hrs	AA – ECE
Education & Training (13.0101)/Education	ED – 3 Hrs Course award depends on student's experience	AA, BEd
AV Communications (09.0702)/Mass Media	MM 100 – 3 Hrs	BA
STEM BioMedical (14.0501)/Biology	BI 100 – 3 Hrs* BI 101 – 2 Hrs* *Does not apply to Biology Major	BA, BS BHS
Information Technology - Web & Digital Communications (11.1004)/Art	CM 130 – 3 Hrs	BA

To receive the WU Credit Awards, students must:

- a. complete the KSDE approved high school cluster pathway programs with a minimum of 3.0 cumulative high school GPA;
- b. meet all WU admissions criteria;
- c. complete a minimum of 12 credit hours of WU undergraduate coursework as a full-time direct from high school student in good standing with at least a 2.0 GPA;
- d. provide a certified letter or official transcript from a participating high school verifying completion of the designated CCP to the Office of the University Registrar; and
- a. submit a CCP Credit Award Request Form signed by an authorized high school official verifying completion of the KSDE approved CCP to the Office of the University Registrar.