

**Articulation Agreement Between
Hutchinson Community College and Kansas State University**

November 18, 2024

Hutchinson Community College (HutchCC) and Kansas State University (K-State) agree to provide the courses listed on the attached curriculum guide as a joint education program that will enable students to meet the requirements for the Associate of Science degree at HutchCC and the Bachelor of Science degree at K-State. It is also agreed that the courses required for the Associate of Science degree at HutchCC will be accepted by K-State as meeting the requirements for the first two years of the Bachelor of Science degree in Agricultural Economics, Farm Management at K-State, as shown in the attached curriculum guide.

HutchCC and K-State agree to provide student support services including admissions, academic advising, library access, technical support and other services as reasonably needed and appropriate. The staffs at both institutions will use best efforts to coordinate their student services to assure a smooth transition from one institution to the other.

HutchCC and K-State will continue to review the course offerings on the attached curriculum guide annually and will collaboratively adopt any mutually agreed upon revisions by written agreement. Any revisions or changes will continue to apply toward degree completion for the programs in this agreement. HutchCC and K-State will assure that all students who begin this program will be afforded a reasonable opportunity to complete the program within a reasonable period of time.

HutchCC and K-State will ensure that all students who begin and remain active and in good standing in this program will be able to complete the degree within a reasonable period of time according to a curriculum plan designed and communicated between the student and their advisor(s). Students who are not consistently enrolled in either HutchCC or K-State courses as outlined in the curriculum plan are not eligible for the benefits of the agreement. The guidelines for the curriculum plan are included with this agreement and provide the student with courses which fulfill general education requirements.

HutchCC and K-State agree that all students who successfully complete the requirements for the courses listed in the attached curriculum guide, and who have met other institutional requirements for the degrees, will be granted the specified degrees. Admission to K-State and the satisfaction of all degree requirements includes specific requirements as outlined in the K-State Catalog.

K-State and HutchCC will mutually promote and market this program.

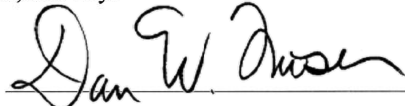
This agreement is subject to annual review by HutchCC and K-State. This agreement is entered into pursuant to Chapter III, Section A.2.e of the Kansas Board of Regents Policy Manual and is subject to applicable law and policies of the Kansas Board of Regents and the institutions' respective accrediting agencies. Either party may discontinue this agreement by giving the other party written notice to that effect at least twelve months in advance of its plans to discontinue. However, in the event of such notice, all students then actively participating in an approved program under this agreement and in good academic standing will be allowed an opportunity to complete their program within a reasonable period of time.

After five years, on November 18, 2029, this agreement will end except as to students then-actively participating in an approved program under this agreement and in good academic standing, who will be allowed an opportunity to complete their program within a reasonable period of time. If the parties wish to continue a similar arrangement as outlined here, a new curriculum guide should be created and a new agreement signed.

This agreement is entered into on this 18th day of November 18, 2024 by:



Vice President of Academic Affairs
Hutchinson Community College



K-State Program Representative
Kansas State University



President
Hutchinson Community College



Provost & Chief Academic Officer
Kansas State University

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all contractual agreements by adding the following statement to the main body of the contract: "The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 7-20), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

1. **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 the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** All matters arising out of or related to 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 arising out of or related to this contract shall reside only in courts located in the State of Kansas.
3. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
4. **Arbitration, Damages, Warranties:** No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does 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 or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
5. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University 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 under any contract for which it has not been paid. The University 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 the University, title to any such equipment shall revert to Contractor at the end of the University'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.
6. **Responsibility For Taxes:** The University 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.
7. **Insurance:** The University 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 the University to establish a "self-insurance" fund to protect against any such loss or damage.
8. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: <https://www.k-state.edu/policies/ppm/3000/3070.html>.
9. **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.
10. **Export Control:** Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: comply@k-state.edu.
11. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University's students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.
12. **Anti-Discrimination Clause:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University's own policies and procedures, including but not limited to the University's anti-discrimination policy: <http://www.k-state.edu/policies/ppm/3000/3010.html>. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University's anti-discrimination policy and its reporting website at <https://www.k-state.edu/report/>. Contractor also 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 or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University.
13. **Information/Confidentiality:** As a state agency, the University's contracts and prices paid for goods and services are generally public records, and therefore no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215, et seq.). Moreover, 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.
14. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but prudence requires the University to reiterate that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
15. **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.
16. **Facility Access:** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees, upon request, to include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis, with such policy to provide continuous coverage for at least a period of two years after the end of the contract and such policy is not be cancelled without 30 day prior notice to the University and another general liability insurance policy in place prior to the termination of the existing policy. The Contractor shall also provide the University with a certificate of insurance within five business days upon request.
17. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
18. **No Endorsement:** Contractor agrees it will not use or display the name, marks, or images of the University to advertise and/or endorse its enterprises or products, or for any other purpose without the prior written approval of the University.

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**Hutchinson Community College's AS
K-State's Bachelors of Science in Ag Econ Farm Management Option**

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<u>K-State Course Code</u>	<u>K-State Course Name</u>	<u>Critical</u>	<u>Recommended</u>	<u>Required Hours</u>	<u>Kansas State Core</u>	<u>Required Hours</u>
AGEC 505	Ag Mkt Structures					3
AGEC 513	Ag Finance					3
AGEC elective						3
AGEC elective						3
AGEC elective						3

Semester 8 - Kansas State University

<u>K-State Course Code</u>	<u>K-State Course Name</u>	<u>Critical</u>	<u>Recommended</u>	<u>Required Hours</u>	<u>Kansas State Core</u>	<u>Required Hours</u>
AGEC 598	Farm Mgt Strategies					3
AGEC elective						3
ACCTG 241	Financial Acctg					3
unrestricted elective						7