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 Agribusiness, Sales Option 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

President Hutchinson Community College

K-State Program Representative Kansas State University

Provost & Chief Academic Officer Kansas State University

Contract #_____ Initials

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. <u>Controlling Provisions</u>: 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. <u>Kansas Law and Venue</u>: 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. <u>Disclaimer Of Liability</u>: 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. <u>Arbitration, Damages, Warranties</u>: 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. <u>Termination Due To Lack Of Funding Appropriation</u>: 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 agreency 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. <u>Insurance</u>: 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. <u>Acceptance Of Contract</u>: 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. <u>Export Control</u>: 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 to 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. <u>Privacy of Student Records</u>: 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. <u>Anti-Discrimination Clause</u>: 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: <u>http://www.k-state.edu/policies/ppm/3000/3010.html</u>. 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/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/policies/ppm/3000/3010.html. Contractor specifically acknowledges that its employees on campus and/or participating in University for contractor also agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1011, <u>et seq.</u>) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, <u>et seq.</u>) (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 i

13. <u>Information/Confidentiality</u>: 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, <u>et seq</u>.). 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, <u>et seq</u>.

14. <u>The Eleventh Amendment</u>: 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. <u>Campaign Contributions / Lobbying</u>: 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. <u>Facility Access</u>: 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. <u>Electronic Signature:</u> 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. <u>No Endorsement</u>. 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.

Hutchinson Community College and Kansas State Un	ive	ers	ity	De	gr	ee Requ	irements	
Hutchinson Community College Associate's Degree AS					Ŭ	•		
K-State's Bachelors of Science Agribusiness -Sales option								
Kansas State University							ommunity College	1
Full Degree requirements						Associates of S	Science	
K-State Core REQUIREMENTS (34-35 Hours)								
		hrs		ate Core				ner
Requirement #1: English (Written Communication Outcomes - 6 Hours)	Grade	Required hrs	From KSU	Kansas State	Transfer			c <u>Grade</u> From Partner
ENGL 100	G	3		010		EN 100 or 101		이 피 3
ENGL 200		3		010		EN 102		3
Requirement #2: Communication (Oral Communication Outcomes - 3 Hours)								
COMM 106 or 322		3		020	Y	SH 101 or 210		3
Requirement #3: Mathematics & Statistics (Quantitative Literacy Outcomes - 3 Hours)								
Math 205 Pending Math Pathways		3		030	Y	MA 110		3
		_			-	1		
Requirement #4: Natural & Physical Science (4-5 Hours) Nat & Phys Sci list		4		040	Y	Nat and Phys S	Sci list	5
Requirement #5: Social & Behavioral Sciences Discipline Area (6 Hours)								
Social & Behav Sci list	\vdash	3		050	Y	Social and Beh	nav Sci list	3
Social & Behav Sci list		3		050		Social and Beh		3
Requirement #6: Arts & Humanities Discipline Area (6 Hours)								
Arts & Hum list		3		060		Arts & Hum lis		3
Arts & Hum list		3		060	Y	Arts & Hum lis	st	3
Requirement #7: Free Electives (Institutionally Designated Area - 6 Hours)								
Inst Desig list		3		070	Y	BU 202		3
Inst Desig list		3		070		BU 203		3
Major Core Requirements								
AGEC 441	1 1	0	0			no equivalent		
AGEC 115		2	2			no equivalent		
AGEC 120		3				AG 105		3
AGEC 315		3				no equivalent		
AGEC 318		3				no equivalent		
AGEC 500 AGEC 501		3				no equivalent		
AGEC 501		3				no equivalent no equivalent		
AGEC 515		3				no equivalent		
AGEC 535		3	3			no equivalent		
AGEC 570		3	3			no equivalent		
AGEC 599		3				no equivalent		
AGEC electives	1 1	9			1	no equivalent		2
* FDSCI 202 or ASI 102 or AGRON 120/121 or AGRON 205/6 or ASI 202 or AGRON 251 * FDSCI 202 or ASI 102 or AGRON 120/121 or AGRON 205/6 or ASI 202 or AGRON 251		3				-	03 or 104 or 201 or 202 or 204 03 or 104 or 201 or 202 or 204	3
Comm elective (300+)			3			no equivalent		5
Acctg 231		3				BU 201		
Acctg 241		3				BU 101&102		6
Econ 110		3				EC 100		3
Econ 510	1	3	3		1	no equivalent		
Mangt 220 hours counted above		<u> </u>					bucket 7, hours counted above bucket 7, hours counted above	
Mktg 250 hours counted above Sales 542		2	3		I	BU 202 b no equivalent		
Sales 555		3				no equivalent		
Sales 560		3				no equivalent		
Stat 250			3			no equivalent		
Finance overlay (must take AGEC 513 or Finan 450 as AGEC elective or Bus elective)		1						
						├ ───┤		
Unrestricted Electives:	$\left - \right $				-			
1 hour from extra Hutch science class	$\left \right $	1				1 hour from ex	xtra Hutch science, hour counted above	
unrestricted electives		4			_	-	ours of science for AS requirement	4
unrestricted electives		3				3 hours from e	extra acctg 241 counted above	
unrestricted electives		3		-			ours of general electives for AS requirement	3
* if one or two 4 hour courses are chosen above, this will be							* if one or two 4 hour courses are chosen above, this w	/ill be
1 or 2 hours		L				1	1 or 2 hours	
unrestricted elective	1 1	1	1		-			
Total from K-State	\vdash	120	60				Applicable from Hutchinson Community College	60
	\square	-20				/	The second s	60
		l						
						7	Total from Partner Hutchinson Community College	60

Hutchinson Community College and Kansas State University Course Guide									
Hutchinson Community College's AS									
K-State's Bachelors of Science in Agribusine	ess -Sales Option								

Semester 1 - Hutchinso	n Community College	K-State Equivalent Course					
Course Code	Course Name	Critical	Recommended	Required Hours	K-State Course Code	K-State Course Name	K-State Core
AG 105	Principles of Agricultural	Economics		3	AGEC 120	Ag Econ and Agribus	
Nat and Phys Sci Gen Ed				5	Nat and Phys Sci Gen Ed		KSC-040
MA 110	Calculus			3	MATH 205	Gen Calc and Linear Algebra	KSC-030
EN 100 or 101	English Composition 1			3	ENGL 100	Expository Writing 1	KSC-010
Arts and Humanities Gen Ed				3	Arts and Humanities Gen Ed	Arts and Humanities Gen Ed	KSC-060

Semester 2 - Hutchinson Community College

Course Code	Course Name	<u>Critical</u>	Recommended	Required Hours	K-State Course Code	K-State Course Name	K-State Core
EC 100	Macroeconomics			3	3 ECON 110	Macroeconomics	
EN 102	English Composition 2			3	3 ENGL 200	Expository Writing 2	KSC-010
Arts and Humanities Gen Ed				3	3 Arts and Humanities Gen Ed	Arts and Humanities Gen Ed	KSC-060
Social and Behav Sci Gen Ed				3	3 Social and Behav Sci Gen Ed	Social and Behav Sci Gen Ed	KSC-050
SH 101 or 210	Public Speaking or Interpers	sonal Communication		3	3 COMM 106 or 322	Public Speaking or Interperson	KSC-020

Semester 3 - Hutchinson Community College

Course Code		Course Name	Critical	Recommended	Required Hours	K-State Course Code	K-State Course Name	K-State Core
AG 102 or 103 or 104 or 201 or 202	2 or 204				3 or 4	Ag elective		
BU 202		Marketing			3	3 MKTG 200	Marketing	KSC-070
BU 101		Accounting 1			3	Acctg 241 part	Acctg Invest Finance	
Social and Behav Sci Gen Ed					3	Social and Behav Sci Gen Ed	Social and Behav Sci Gen Ed	KSC-050

Semester 4 - Hutchinson Community College

<u>Course Code</u>		Course Name	<u>Critical</u>	Recommended	Required Hours	K-State Course Code	K-State Course Name	K-State Core
AG 102 or 103 or 104 or 201 or 202	2 or 204				3 or 4	Ag elective		
BU 203		Management			3	MANGT 220	Management	KSC-070
4 additional hour of science for AS					4	ļ		
BU 102		Accounting 2			3	Acctg 241 part	Acctg Invest Finan	
general elective					1 to 3	unrestricted elective		
Semester 5 - Kansas Sta	ite Uni	iversity						
K-State Course Code		K-State Course Name	<u>Critical</u>	Recommended	Required Hours			
AGEC 441		Ag Econ orientation			0)		
AGEC 115		Decision Tools for Ag Econ			2	<u>b</u>		
AGEC 315		Contemporary Issues in Global	Food and Ag Systems		3			
Comm elective					3			
Stat 250		Business Stat			3			
AGEC elective					3			

Semester 6 - Kansas S	tate University					
K-State Course Code	K-State Course Name	<u>Critical</u>	Recommended	Required Hours		
AGEC 318	Food and Agribus Mgt			3		
AGEC 500	Production Economics			3		
AGEC 501	Data Analysis and Opt			3		
ECON 510	Intermediate Macroeconom	ics		3		
Sales 542	Fund Professional Selling			3		
Semester 7 - Kansas S	tate University					
K-State Course Code	K-State Course Name	<u>Critical</u>	Recommended	Required Hours		
AGEC 505	Ag Mkt Structures			3		
AGEC 515	Food and Agribus Mktg			3		
AGEC elective				3		
Sales 560	Sales Force Leadership			3		
AGEC 535	Ag Sales			3		
Semester 8 - Kansas S	tate University					
K-State Course Code	K-State Course Name	Critical	Recommended	Required Hours		
AGEC 570	Food Manuf Dist Retail Econ			3		
AGEC 599	Food and Agribus Mgt Strat			3		
ACCTG 231	Managerial Acctg			3		
Sales 555	Sales Technology			3		
AGEC elective				3		
unrestricted elective				1		