

**KANSAS WESLEYAN UNIVERSITY
KANSAS STATE UNIVERSITY-SALINA**

SHARED REGISTRATION AGREEMENT

This Agreement is made this 21 day of October 2002, between **KANSAS WESLEYAN UNIVERSITY (KWU)**, a Kansas not-for-profit corporation, with its principal place of business in Salina, Kansas; and **KANSAS STATE UNIVERSITY-SALINA (KSU-S)** a state educational institution with its principal place of business in Salina, Kansas.

RECITALS

1. A number of KSU-S students desire to take educational classes which KSU-S is unable to provide. A number of KWU students desire to take educational classes which KWU is unable to provide.
2. KWU has the ability to provide educational classes from its published academic curriculum to a number of KSU-S students. KSU-S has the ability to provide educational classes from its published academic curriculum to a number of KWU students.
3. KSU-S desires to arrange for its students to receive classes from KWU's published academic curriculum on the terms and conditions set forth herein. KWU desires to arrange for its students to receive classes from KSU-S's published academic curriculum on the terms and conditions set forth herein.
4. Both parties agree to advertise this agreement within the constraints of their governing bodies. The advertising mode should be worked out cooperatively between the two colleges.

NOW, THEREFORE, in consideration of the mutual and reciprocal promises set forth below, the parties agree as follows:

Section 1 KWU/KSU-S to Provide Academic Services

Subject to restrictions stated elsewhere in the Agreement. KWU/KSU-S shall provide to KSU-S/KWU students the following:

- a. Through the KSU-S/KWU administrative staff, course schedules for the upcoming academic grading period as defined in Section 3;
- b. Through the KSU-S/KWU registrar's offices, registration in courses selected by the KSU-S/KWU students from the course schedules for the upcoming academic grading period (hereinafter "courses");
- c. Instruction in the courses; and
- d. Final grade rosters in the courses, in accordance with procedures of the KWU/KSU-S registrar's offices.

Section 2 Financial Consideration

- a. Payment: In exchange for KWU's services, KSU-S shall pay KWU the current KSU-S tuition price per credit hour, as published in the KSU-S Comprehensive Fee Schedule (hereinafter "CFS") for each academic grading period.

Payment: In exchange for KSU-S's services, KWU shall pay KSU-S the current KSU-S tuition price per credit hour, as published in the KSU-S CFS for each academic grading period.

- b. Billing Date: At the mid-point of each academic grading period.
- c. Payment Schedule: No later than the end of each academic grading period.
- d. Independent obligation: It is expressly understood and agreed that KSU-S students are not parties to this agreement. Their obligations to pay fees to KSU-S are independent of and do not affect KSU-S's obligations to pay tuition fees to KWU. It is expressly understood and agreed that KWU students are not parties to this agreement. Their obligations to pay fees to KWU are independent of and do not affect KWU's obligations to pay tuition fees to KSU-S.

Section 3 Term

- a. Dates: All instructional services which KWU/KSU-S shall provide under this Agreement shall be for each academic grading period during the Fall and Spring Terms. No cross-registration will be allowed during the Summer Terms.
- b. Modification or Termination: KWU and KSU-S shall notify the other in writing at least 30 days before the next school year if they wish to modify or terminate the Agreement.

Section 4 Enrollment Restrictions

- a. Credit Hours: KSU-S will allow students to enroll in six (6) credit hours or less per academic grading period at KWU. KWU will allow students to enroll in six (6) credit hours or less per academic grading period at KSU-S.
- b. Course Prerequisites: KSU-S/KWU will assure that students meet the course prerequisites published in the KWU and the KSU-S catalogs.
- c. KSU-S/KWU Approval: Each KSU-S student registering shall be pre-approved by the student's KSU-S Faculty Advisor and Dean. Each KWU student shall be pre-approved by the student's KWU Faculty Advisor and Dean.
- d. KSU-S/KWU Course Non-Availability: Registration is limited to those KWU courses whose equivalents are not offered on the KSU-S campus during the academic grading period unless the KSU-S equivalent classes are full and the KSU-S Dean approves the KWU registration. Registration is limited to those KSU-S courses whose equivalents are not offered on the KWU campus during the academic grading period unless the KWU equivalent classes are full and the KWU Dean approves the KSU-S registration.

- e. KSU-S/KWU Space Available Basis: KWU reserves the right to close to KSU-S students during registration those classes which, in KWU's judgment, are full. KSU-S reserves the right to close to KWU students during registration those classes which, in KSU-S's judgment, are full.

Section 5 Responsibilities of KSU-S

In addition to those duties and responsibilities set forth above, KSU-S assumes the following responsibilities:

- a. Registration Lists: KSU-S shall provide to KWU during registration for each upcoming academic grading period a list of KSU-S students registered in KWU classes.
- b. Student Registration: KSU-S shall ensure that its students registering at KWU are enrolled in at least 12 credit hours of courses at KSU-S.
- c. Conduct: KSU-S students are expected to comply with KWU student standard of conduct while on the KWU campus. KSU-S student violations of the KWU standards of conduct shall be handled in accordance with the requirements of the KWU student handbook. A copy of the handbook is attached and incorporated by references as **ATTACHMENT A**.
- d. Judiciary Committee: KSU-S may select one of its students to sit on the KWU judiciary committee for those occasions, if any, when the conduct of a KSU-S student comes before the committee for consideration.
- e. Insurance: As a State Agency, KSU-S is covered under the Kansas Tort Claims Act for liability purposes.
- f. Parking: KWU students are expected to comply with KSU-S parking regulations and must purchase a KSU-S Parking Permit.

Section 6 Responsibilities of KWU

In addition to those duties and responsibilities set forth above, KWU assumes the following responsibilities:

- a. Registration Lists: KWU shall provide to KSU-S during registration for each upcoming academic grading period a list of KWU students registered in KSU-S classes.
- b. Student Registration: KWU shall ensure that its students registering at KSU-S are enrolled in at least 12 credit hours of courses at KWU.
- c. Conduct: KWU students are expected to comply with KSU-S student standard of conduct while on the KSU-S campus. KWU student violations of the KSU-S standards of conduct shall be handled in accordance with the requirements of the KSU-S student handbook. A copy of the handbook is attached and incorporated by references as **ATTACHMENT B**.

- d. Judiciary Committee: KWU may select one of its students to sit on the KSU-S judiciary committee for those occasions, if any, when the conduct of a KWU student comes before the committee for consideration.
- e. Insurance: As a private institution, KWU will be responsible for all liability caused by any actions of Kansas Wesleyan University.

Section 7 Termination

- a. Termination Without Cause Under no circumstances will termination take effect during a grading period in which the students are enrolled.
- b. Termination With Cause: Either party to this Agreement may terminate this Agreement with cause upon the default of the other party of any term, covenant, or condition of this Agreement, where such default continues for a period of seven (7) days after the defaulting party receives written notice thereof from the other party specifying the existence of the default.

Section 8 Governing Law

This Agreement shall be construed, and all the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Kansas. This Agreement contains the whole understanding of the parties and supersedes prior written or oral representations and statements of the parties. It may be amended only by written agreement signed by both parties.

Section 9 Assignment and Binding Effects

KSU-S and KWU are prohibited from assigning this Agreement to any individual or organization.

Subject to the forgoing limitations upon assignment, this Agreement shall be binding upon and insure to the benefit of the heirs, successors, and assignees of the parties.

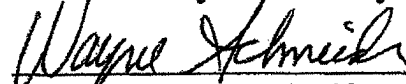
IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

Kansas State University-Salina

 10/28/02
By: Dr. Dennis Kuhlman (Date)
Dean

Kansas Wesleyan University

 10/21/02
By: Mr. Wayne Schneider (Date)
Business Manager

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. 1-01), 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 _____ day of _____, 20_____.

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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."