

**KANSAS WESLEYAN UNIVERSITY  
and  
SALINA AREA TECHNICAL COLLEGE  
  
SHARED REGISTRATION AGREEMENT**

This Shared Registration Agreement ("Agreement") is made this 1st day of October 2026 2026, between KANSAS WESLEYAN UNIVERSITY (KWU) a not-for-profit corporation, with its principal place of business in Salina Kansas; and SALINA AREA TECHNICAL COLLEGE (SALINA TECH), a state educational institution with its principal place of business in Salina, Kansas.

**RECITALS**

1. A number of SALINA TECH students desire to take educational classes which SALINA TECH 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 SALINA TECH student. SALINA TECH has the ability to provide educational classes from its published academic curriculum to a number of KWU students.
3. SALINA TECH desires to arrange for its students to receive classes from KWU's published academic curriculum while remaining enrolled in SALINA TECH, on the terms and conditions set forth herein. KWU desires to arrange for its students to receive classes from SALINA TECH's published academic curriculum while remaining enrolled in KWU, on the terms and conditions set forth herein.
4. Both parties agree to advertise this agreement for their respective students to be allowed to take courses at the other institution while remaining enrolled in their home institution, 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/SALINA TECH to Provide Academic Services**

Subject to restrictions stated elsewhere in the Agreement. KWU/SALINA TECH, shall provide to KWU/SALINA TECH students the following:

- a. Through the KWU/SALINA TECH administrative staff, course schedules for the upcoming academic grading period as defined in Section 3;
- b. Through the KWU/SALINA TECH respective registrar's office, registration in courses selected by KWU/SALINA TECH 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/SALINA TECH respective registrar's offices.

## Section 2. Financial Consideration

- a. **Payment.** In exchange for KWU's services, SALINA TECH shall pay KWU the current KWU tuition prices per credit hour; as published in the KWU Comprehensive Fee Schedule (hereinafter "CFS") for each academic grading period.

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

- b. **Billing Date.** At the end of mid-point of each academic grading period.
- c. **Payment Schedule.** No later than the end of each month of each academic grading period.
- d. **Financial Aid:** Students participating in this cross-registration agreement shall receive federal financial aid only through their home institution. The home institution shall be responsible for determining enrollment status, calculating and disbursing financial aid, and maintaining compliance with all applicable federal and state financial aid regulations. The host institution shall provide enrollment information as reasonably necessary to support the home institution's administration of financial aid but shall not award or disburse federal financial aid to students participating under this agreement.
- e. **Independent Obligations.** It is expressly understood and agreed that SALINA TECH students are not parties to this agreement. Their obligations to pay fees to SALINA TECH are independent of and do not affect SALINA TECH'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 SALINA TECH.

## Section 3. Term

- a. **Dates.** All instructional services which KWU/SALINA TECH 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 SALINA TECH 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.** SALINA TECH will allow its students to enroll in no more than six (6) credit hours per academic grading period at KWU. KWU will allow its students to enroll in no more than six (6) credit hours per academic grading period at SALINA TECH.
- b. **Course Prerequisites.** SALINA TECH will assure that its students meet the course prerequisites published in the KWU and the SALINA TECH catalogs before enrollment under this Agreement is permitted. KWU will assure that its students meet the course prerequisites published in the SALINA TECH and KWU catalogs before enrollment under this Agreement is permitted.
- c. **KWU/SALINA TECH Approval.** Each SALINA TECH student registering under this Agreement shall be pre-approved by the student's SALINA TECH Faculty Advisor and Dean. Each KWU student registering under this Agreement shall be pre-approved by the student's KWU Faculty Advisor and Registrar.
- d. **KWU/SALINA TECH Course Non-Availability.** Registration for SALINA TECH students hereunder is limited to those KWU courses whose equivalents are not offered on the SALINA TECH campus during the academic grading period unless the SALINA TECH equivalent classes are full and/or the SALINA TECH Dean approves the KWU registration. Registration for KWU students hereunder is limited to those SALINA TECH courses whose equivalents are not offered on the KWU campus during the academic grading period unless the KWU equivalent classes are full and/or the KWU Provost approves the SALINA TECH registration.
- e. **KWU/SALINA TECH Space Available Basis.** KWU reserves the right to close to SALINA TECH students during registration those classes which, in KWU's judgement, are full. SALINA TECH reserves the right to close to KWU students during registration, those classes which, in SALINA TECH'S judgement, are full.

## Section 5. Responsibilities of SALINA TECH

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

- a. **Registration Lists.** SALINA TECH shall provide to KWU during registration for each upcoming academic grading period a list of SALINA TECH students registered in KWU classes.
- b. **Student Registration.** SALINA TECH shall ensure that its students registering at KWU are enrolled in at least 12 credit hours of courses at SALINA TECH.
- c. **Conduct.** SALINA TECH students are expected to comply with KWU student standards of conduct, rules and policies while on the KWU campus. SALINA TECH student violations of the KWU standards of conduct shall be handed in accordance with the requirements of the KWU student handbook. A copy of the handbook is incorporated by reference.
- d. **Liability.** As a State Agency, SALINA TECH is covered under the Kansas Tort Claims Act for liability purposes.

- e. **Parking.** SALINA TECH students are expected to comply with KWU parking regulations and must obtain a KWU Parking Permit.
- f. **Anti-discrimination.** SALINA TECH shall not discriminate against any KWU student in violation of any applicable law in the performance of this Agreement.

## 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 SALINA TECH during registration for each upcoming academic grading period a list of KWU students registered in SALINA TECH classes.
- b. **Student Registration.** KWU shall ensure that its students registering at SALINA TECH are enrolled in at least 12 credit hours of courses at KWU.
- c. **Conduct.** KWU students are expected to comply with SALINA TECH student standards of conduct, rules and policies while on the SALINA TECH campus. KWU student violations of the SALINA TECH standards of conduct shall be handed in accordance with the requirements of the SALINA TECH student handbook. A copy of the handbook is incorporated by reference.
- d. **Liability.** As a private institution, KWU is a private entity for liability purposes.
- e. **Parking.** KWU students are expected to comply with SALINA TECH parking regulations and must obtain a SALINA TECH Parking Permit.
- f. **Anti-discrimination.** KWU shall not discriminate against any SALINA TECH student in violation of any applicable law in the performance of this Agreement.

## Section 7. Termination

This Agreement shall be construed, and all the rights, powers, 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.

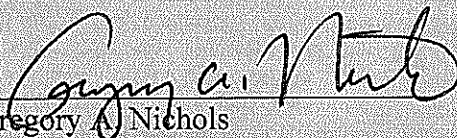
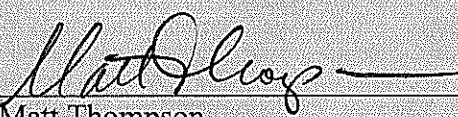
## Section 9. Assignment and Binding Effects

SALINA TECH and KWU are prohibited from assigning this Agreement to any individual or organization.

Subject to the foregoing 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 the *Contractual Provisions Attachment* (form DA-146a) which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

|                                                                                   |                                                                                    |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <b>Salina Area Technical College</b>                                              | <b>Kansas Wesleyan University</b>                                                  |
|  |  |
| Gregory A. Nichols<br>President and CEO                                           | Matt Thompson<br>President and CEO                                                 |

## 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 (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 1 day of October, 2026 *mm +*

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. **Terminate Due to Lack of Funding Appropriation.** If, in the judgement 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 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 of 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. 44-101 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 program of 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. 44-116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that 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; and (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 of the Kansas Department of Administration.
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 the 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 provision 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."