

**Memorandum of Understanding
between
Barton County Community College and
Kansas State University
describing the purposes and terms of an intercollegiate affiliation
between the two institutions.**

I. TERM OF THE MEMORANDUM OF UNDERSTANDING AND THE AFFILIATION

This Memorandum of Understanding and the affiliation it describes shall be effective from the date of acceptance in writing by both partners. This Memorandum of Understanding shall be subject to review and amendment at least annually, and at any other time as mutually agreed upon by both partners. Formal activities related to this affiliation began in the spring and summer of 2002.

II. DEFINITIONS

Partners: Kansas State University (including the Salina campus) and Barton County Community College, in the context of this affiliation.

Student: In the context of this affiliation, student typically refers to a person who has declared an interest in working toward completion of a program that would include credits from Barton County Community College or from other colleges and Kansas State University, and who has been in contact with one or more advisors, faculty members, coordinators, or site managers in regard to this program. In many instances, a student will have already completed courses from BCCC and/or from other colleges that can count toward completion of the program.

III. PURPOSE OF THE AFFILIATION

The affiliation between Barton County Community College and Kansas State University is established for two general purposes. The first is to provide certain advantages to students who wish to complete programs and degrees that include courses or services from both institutions. The second is to share information and expertise in a consultation model for economic development activities.

Economic Development in the Great Bend community is a basic tenet of the relationship between Barton County Community College and Kansas State University. This activity assumes that community leaders will play a very active role. This aspect of the joint effort anticipates that Great Bend and BCCC will benefit from the experience accrued at KSU and Manhattan, through consultation and sharing of relevant and appropriate information. It also reflects the on-going creation of intellectual property at KSU and the possibility that in some situations Great Bend or Barton County could be an appropriate venue for its development.

This affiliation is non-exclusive. Each of the partners is free to consult with, partner with, and affiliate with other institutions and entities for purposes that are similar to or different from the purposes of this affiliation. This specifically does not include the right to share copyrighted or patented property with other partners without the specific written consent of the owner of such property.

IV. TERMINATION OF THE AGREEMENT

If either partner at any time wishes to disband and terminate the agreement entirely, the following conditions shall apply:

1. Any student who has officially enrolled and begun work in any courses and who is known to either partner as being dependent upon the specific benefits of this affiliation agreement shall be identified and shall be guaranteed the ability to complete the courses and programs, including access to qualified program advisors, in which the student was admitted, provided the student completes the program within six years from the date of the dissolution of this agreement. (A pro-rata timeline will be developed for students who are in later stages of the program.) A list of such students and a description of their program commitment shall be provided to both partners at least six months prior to the effective date of termination of this agreement. Each partner may provide a reasonable substitute for certain course requirements, course locations, course providers, or delivery modalities in order to fulfill the commitment to the student.
2. Either partner may request termination of the affiliation and the Memorandum of Understanding in writing to the other partner, stating the reasons for the termination. If negotiations between the partners are not able to correct the problems that led to the desire to terminate, the termination shall be effective no later than one full year from the date of the written request to terminate.
3. Upon termination of the affiliation, each partner will retain exclusive rights to any real property or property interests that it held during the term of the affiliation. This shall include tangible property such as office furniture, computers, other office equipment, papers and records of transactions or student issues, and other such items; and it shall include other tangible and intangible interests such as student enrollments, access to students for advising and recruiting, intellectual property such as course content and curriculum design, technical property such as software, programming code, or specific unique methodologies.

V. GENERAL PERFORMANCE EXPECTATIONS

Each of the partners in this affiliation shall be expected to participate in the following types of activities.

1. Recruit and advise students who are seeking academic degrees, certificates, or courses that are available under the auspices of this affiliation.
2. Maintain open communication with the other partner in regard to processes, requirements, information about students in the affiliation programs (within the limits of student privacy legislation), finances related to the affiliation, and general evaluation and review of all activities related to the affiliation.
3. Designate key individuals at each institution to be the designated contacts for certain types of information such as finance, student registration, personnel issues, marketing and public relations, academic programs, etc.
4. Cooperate to attempt to solve problems that may serve as barriers for students who wish to complete the academic programs that are offered through the partnership.

VI. CERTAIN EXPECTATIONS OF BARTON COUNTY COMMUNITY COLLEGE

Barton County Community College agrees to provide the following physical spaces and services to serve the affiliation:

1. BCCC shall provide an appropriate and accessible office to be occupied by the Affiliate Site Manager and other employees as they may be added to the on-site staff. The office shall include a desk and suitable chair for each K-State employee, as well as access to telephone and telecommunications such as internet access.
2. BCCC will provide classrooms as needed for K-State's live, on-site course offerings and other meetings. The time and place of such courses will be negotiated each term between the Affiliate Site Manager and the designated classroom scheduler at BCCC. BCCC has first choice for all its classrooms, but will work in good faith to provide suitable spaces for K-State classes and group activities.
3. BCCC will provide access to computers and the internet for students who are taking K-State courses. Such access will be equivalent to the access provided to students of Barton County Community College, and may include computers in the BCCC library, computer labs, classrooms, or

other sites. The computers must be suitable for the student to access courses and other services that K-State provides online. Individuals who provide minor on-site assistance to student users in the library and computer labs will provide similar assistance to K-State students. If BCCC assesses certain charges to its students for such access and wishes to receive a similar amount for K-State student usage, a method of collecting equivalent charges shall be negotiated between the partners. K-State retains the right to pay such charges on behalf of the student or to have the student pay the costs directly to BCCC.

4. BCCC will allow K-State students who are involved in the affiliation to park on its campus in the same manner as BCCC students. Any parking rules or costs that are required of BCCC students may also be required of K-State students. BCCC shall provide parking information to the Affiliate Site Manager for distribution to K-State students.
5. BCCC shall provide trained technicians to assist with the operation of BCCC's computers and technical equipment, and teleconferencing facilities whether owned by K-State or BCCC. Major repairs, upgrades, and other work on equipment will remain the responsibility of the owner of the equipment.
6. BCCC will provide for signage and directory services so students can find K-State offices and services on the BCCC campus. Any direct expenses incurred by BCCC for specific signage or publications that carry the "K-State at Barton" logo will be reimbursed by K-State upon receipt of a properly executed bill or invoice for such items. In such cases, both partners must agree on the costs before proceeding with installation or publication.
7. BCCC shall provide K-State students and employees access to other campus services such as, but not limited to, cafeteria, bookstore, library, entertainment, and recreation in the same manner as it provides such services to BCCC students and employees.
8. BCCC shall have the right to use K-State's logos and other images and designs for informational items, signage and printed pieces at no cost, provided such usage is related to the affiliation and is not derogatory or defamatory to K-State. For products, licensing rights to produce or sell items that include K-State copyrighted or registered designs must be approved by K-State's Licensing Office with appropriate royalties required.
9. BCCC shall contact K-State about any other arrangements that involve costs or facilities prior to incurring such expenses, if BCCC expects K-State to share in the costs.

10. Unless otherwise negotiated, BCCC will provide its telephone system to the K-State office on the BCCC campus and will maintain records of toll charges for that line, and will bill K-State Division of Continuing Education for those charges. Each line will have a direct-dial number. Any lines provided for voice communications shall have access to BCCC's voice mail system.

VII. CERTAIN EXPECTATIONS OF KANSAS STATE UNIVERSITY

1. K-State shall provide an employee or employees to manage the activities of the affiliation on the campus of BCCC. Such employee or employees shall be accountable to their supervisors at K-State, but are expected to maintain open communication and positive working relationships with individuals at BCCC and in the community. K-State shall seek periodic feedback from administrators at BCCC about the quality of such communication and cooperation, and shall expect BCCC administrators to notify K-State of any apparent problems at the earliest possible time.
2. K-State shall provide salaries, benefits, and other expenses according to state policies and regulations for its employees who are working at BCCC. Any legitimate expenses that such employees incur at BCCC (such as office supplies, bookstore purchases, telecommunications expense) shall be managed according to procedures agreed upon by the appropriate administrative supervisors of both institutions.
3. K-State shall provide its employees with necessary computers, office equipment, and other supplies and equipment needed for the conduct of affiliation business, except as otherwise agreed to by administrators at both institutions.
4. K-State shall provide and maintain facilities and equipment for live teleconferencing between the BCCC campus and the K-State campuses at Manhattan and Salina, and will train BCCC personnel in the proper use of that technology.
5. K-State shall provide appropriate academic and support services for students who are enrolled in K-State courses through the affiliated programs. These services will include academic advising, online courses and services that are available to other K-State students, and other rights and privileges as may be agreed upon throughout the term of this affiliation. Students who are in the affiliated programs but who are not yet directly enrolled in K-State courses will be identified and provided with a special identity (such as "prospective student/affiliate") that allows an advisor at K-State and an advisor at BCCC to coordinate with each other on behalf of the student.

6. K-State shall negotiate other services, such as access to KSU libraries, as needed by individual students or for specific programs or courses, including those students who are not actually enrolled in K-State courses but who are in a program that includes K-State courses. All students who are enrolled in K-State courses through the affiliation will have the same rights and privileges as all other K-State students, as determined by their individual location status (on-campus or off-campus).
7. K-State shall work to develop additional programs and courses as needed by students or potential students in the BCCC service area. K-State will particularly emphasize faculty collaborations and communications to provide a close and collegial working relationship between academic departments at BCCC and K-State. K-State will also conduct periodic and on-going needs assessment activities in collaboration with BCCC to identify and evaluate emerging academic needs, including the need for courses offered on site at Barton County Community College.
8. K-State students and employees who use the BCCC campus will follow the same rules and expectations as BCCC students and employees, and will be subject to the same sanctions, fines, or limits as are BCCC students and employees.

VIII. JOINT RESPONSIBILITIES OF THE PARTNERS

1. The partners shall respect each other's intellectual property rights, and shall retain full ownership and control of such intellectual property as they would outside this affiliation, except as formally negotiated.
2. Each partner shall take steps to ensure the highest quality of course content and instructional methods, and shall conduct periodic assessments to measure such quality.
3. Course content and curriculum matters shall remain the responsibility of the faculty of each respective institution, and the faculties of both institutions shall communicate, cooperate, and collaborate to the greatest possible extent to ensure high quality and accessible courses and programs for the students.
4. Once a student has formally declared an interest in a specific program of study that requires courses from both institutions, and whenever academic advisors at both institutions will be in contact with the student, that student's academic records at both institutions shall be available to personnel at both institutions who have a legitimate academic interest in such records, and such expectation shall be made clear to each student. Such access will be used only for legitimate academic purposes. Private

student information (as defined in relevant and applicable laws and regulations) will not be abused, and it will not be released to any other entity without written consent of the student.

5. Each partner shall ensure that its instructors, academic advisors, counselors, and other individuals who will be teaching, advising, or providing other professional services to students will be appropriately trained, qualified, and supervised.
6. Each partner shall make available to the other any and all information related to the transfer and articulation of academic credits.
7. Each partner shall make available all necessary services and support to meet the practical needs of students who are enrolled in its programs and courses, and will cooperate to avoid unnecessary duplication of such services or contradictory guidance to students.
8. The partners shall share with each other all information about press releases, publications that include information about the affiliation, and other public information in order to maximize public visibility of the program. Public information officers and marketing personnel will communicate and cooperate to ensure that correct and consistent information is made available to the public.
9. Students shall pay tuition, required fees, and other charges to each institution directly, according to the published tuition and fee schedules for each institution. Neither institution shall be responsible for student financial transactions with the other institution. (Note, above, that K-State students may purchase certain goods and services directly from BCCC.)
10. Financial aid administrators at each institution shall cooperate to provide proper financial aid information and financial aid transcripts and/or consortium agreements for each student whenever any student is enrolled at both institutions during the same term.

Stephan J. Mermis, Board Chair
Barton County Community College

date

Veldon L. Law, Ed.D., President
Barton County Community College

date

Jack Wempe, Chair
Kansas Board of Regents

date

Jon Wefald, Ph.D., President
Kansas State University

date