ARTICULATION AGREEMENT BETWEEN  
PITTSBURG STATE UNIVERSITY AND PARTNER COMMUNITY/TECHNICAL  
COLLEGE

This agreement (the "Agreement") is made this ______ day of ____________ 2009 (the  
"Effective Date") by and between The Junior College District of Metropolitan Kansas City, 
Missouri (dba Metropolitan Community College-Kansas City) (the "Education Partner") and  
Pittsburg State University, an institution of higher education organized and existing under the  
laws of the State-of-Kansas ("PSU");

WHEREAS, the parties intend to establish an Articulation Agreement (the "Program") to  
be known as the AAS to BAS Pathway on the terms and conditions set forth herein;

NOW THEREFORE, based on the mutual promises set forth herein, and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties  
hereto, intending to be legally bound, have agreed as follows:

ARTICLE 1.  CHARACTERISTICS OF PITTSBURG STATE UNIVERSITY/PARTNER  
COMMUNITY/TECHNICAL COLLEGE TRANSFER AGREEMENT

Basic Purpose. Subject to the terms of this Agreement, students who have completed an  
Associates of Applied Science Degree can automatically transfer up to 64 college credits to  
Pittsburg State. Graduates receive a Bachelor of Applied Science in Technology (Associates  
degree with technical emphasis) by successfully completing an additional 60 hours, in as little as  
two academic years. The actual degree program content is based on previous academic and  
technical preparation.

Program. PARTNER COMMUNITY/TECHNICAL COLLEGE shall offer curriculum leading  
to the award of an Associate of Applied Science degree in Technology. PARTNER  
COMMUNITY/TECHNICAL COLLEGE shall be accredited.

Transfer of Courses from an Accredited Community/Technical College to Pittsburg State  
University. Courses meeting general education requirements for the Associate of  
Applied Science (AAS) degree at PARTNER COMMUNITY/TECHNICAL COLLEGE  
will transfer to PSU to partially fulfill the general education requirements of the Bachelor  
of Applied Science (BAS) degree in Technology. (Remedial courses offered at the  
Community/Technical College level cannot be applied toward BAS Degree  
Requirements.) Attached and incorporated herein, is the PSU BAS in Technology  
Program Guide.

Courses centered on technical subject areas meeting the requirements for an Associate of  
Applied Science degree at PARTNER COMMUNITY/TECHNICAL COLLEGE will  
transfer to Pittsburg State University to fulfill the technical specialization requirements of  
the Bachelor of Applied Science in Technology degree at PSU.
Bachelor of Applied Science Degree Requirements. In order to be awarded a BAS Degree in Technology from PSU, the student must meet the following degree requirements:

1) **Completion of an Associate of Applied Science degree in a technical field of study** with a minimum of 2.5 cumulative Grade Point Average (on a 4.0 Scale).

2) **General Education** (min. 36 credit hours)
   - English (including technical writing)
   - Speech
   - Math
   - Science with a Laboratory
   - Financial Accounting
   - Humanities
   - Social Sciences
   - Language and Culture

3) **Business Support Courses** (min. 9 credit hours - upper division coursework)
   - Org Theory & Behavior
   - Legal & Social Environment
   - Marketing or business elective

4) **Technical/Professional Courses** (approximately 76 credit hours)
   - Specialized technical courses (40+ credit hours from 2-Yr program)
   - Tech Organization & Leadership courses (12 credit hours)
     - Leadership/Supervision
     - Industrial Safety (or approved upper division safety substitute)
     - Service Management Seminar
     - Industrial Organization & Technology Management
     - Electives related to Tech Organization & Leadership
   - Tech Support and elective courses (24 credit hours)
     - Quality Control/Process Improvement
     - Internships
     - Professional development and senior seminar courses
     - Technical electives related to technical area of Associates degree; selected based on career objectives.

**Additional Graduation Requirements:**

1) The completion of a minimum of 124 semester hours.

2) A minimum of 60 semester hours of credit from Pittsburg State University or other accredited four year college or university.

3) A minimum of 30 semester hours of credit taken from Pittsburg State University.

4) A minimum of 24 of the last 30 hours needed for degree completion must be completed at Pittsburg State University.

5) A minimum of 45 semester hours of credit are required at the upper division level (junior/senior courses).

6) A cumulative Grade Point Average minimum of 2.0 for all courses taken beyond the AAS degree.
A cumulative Grade Point Average minimum of 2.0 for all courses taken in the major area.

A minimum of a 2.0 Grade Point Average in all courses taken in residence at Pittsburg State University.

ARTICLE 2. TERMINATION

Termination for Cause. This Agreement may be terminated at the option of the solvent or non-breaching party, or as otherwise provided herein, in the event that:

Either party shall dissolve or cease to exist, become bankrupt or insolvent, have an order of receivership issued against it, file a petition of bankruptcy, make an arrangement with or assignment in favor of its creditors, go into liquidation (other than voluntary liquidation for purposes of merger or reorganization) or agree to carry out this Agreement under a committee of inspection of its creditors, or other court appointed agency, or take a substantially equivalent action under applicable local law; or

Either party commits a material default which is not cured within a sixty (60) day period following written notice of the nature of default for non-financial matters and within a five (5) day period following written notice for financial matters, including both the deposit of funds and the establishment of payment security.

An event of force majeure which gives rise to a right of termination shall have occurred.

Termination Without Cause. Either party may terminate this Agreement without cause. In the event of termination pursuant to this Section, there shall be at least 90 days advance notice of termination, and termination shall be effective as of the end of the academic year following notice.

Effective Date of Termination. In the event of any termination for cause pursuant to this Agreement, the termination shall be effective upon the last of the following events to occur: (i) written notice of termination delivered by the terminating party; (ii) expiration of any cure period established by this Agreement or by the governing law; and (iii) the tenth calendar day following a discussion between the President of PSU, or his designee, to consider alternatives to termination.

Name After Termination. In the event of termination of this Agreement, the Education Partner shall cease the use of the names "PSU", "Pitt State" or "Pittsburg State University" in connection with PARTNER COMMUNITY/TECHNICAL COLLEGE or in any other way which suggests or implies any continued association with PSU and all signage, stationery, catalogs, promotional materials or similar items shall be revised accordingly.

ARTICLE 3. INDEMNITY

Indemnity. The Education Partner shall indemnify and hold the State of Kansas, the Kansas Board of Regents, and PSU, including its all its officers, agents, employees, representatives, volunteers, attorneys, assigns, organizations, and affiliates ("Indemnified Parties"), harmless
against any and all demands, claims, actions, causes of action, losses, damages, liabilities, costs and expenses including, without limitation, judgments, interest, penalties, settlement amounts, court costs and attorneys fees and expenses, including allocable costs and expenses for in-house counsel (together, “Indemnified Claims”), asserted against or imposed upon or incurred by the Indemnified Parties and arising out of any actual or alleged act or omission by PSU or an Indemnified Party in connection with this agreement.

ARTICLE 4. MISCELLANEOUS

Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

Attachment. 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.

Modifications. This Agreement may be modified or amended from time to time by mutual agreement of the parties, provided, however, that no modification, amendment, or supplement to this Agreement shall be binding unless executed in writing by a duly authorized representative of each party.

Limitation of Liabilities; Sole Remedy. PSU shall not be responsible for any indirect, consequential (including lost profits) or punitive damages, regardless of whether the theory giving rise to such damages is tort or contract or otherwise.

Severability. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected. Notwithstanding the provisions of the foregoing sentence, if such invalidity changes the basic intent of the parties as set forth in this Agreement, the rights, duties, or obligations of the parties shall be subject to a good faith negotiation.

Waiver. There shall be no waiver of any term, provision, or condition of this Agreement unless said waiver is evidenced in a written document duly signed on behalf of the waiving party. No such waiver shall be deemed to be or construed as a continuing waiver of any such term, provision, or condition unless the writing which evidences such waiver states to the contrary. The waiver by any party of any of its rights or remedies under this Agreement in a particular instance shall not be considered as a waiver of the same or different rights or remedies in subsequent or prior instances.

Headings. The headings used in this Agreement are for purposes of ease of reference only, and in no event or respect shall the substance of any provision or the intent of the parties be interpreted or controlled by any such headings.

Gender and Number. Words used in this Agreement, regardless of the number and gender specifically used, shall be deemed and construed to include such other number, singular or plural, and such other gender, masculine, feminine, or neuter, as the context requires.
Representation and Warranties. Each party warrants that: (i) it is duly authorized and existing under the laws of its respective jurisdiction and is in good standing under the applicable laws of such jurisdiction; (ii) it has the corporate authority and power to enter into this Agreement; (iii) the person executing this Agreement on behalf of the party is fully authorized to do so; and (iv) there are no legal restrictions or bars to such party entering into this Agreement.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, United States of America without regard to its principles for conflicts of law.

Names. PSU shall have absolute control over the use of the names "PSU", “Pitt State” and "Pittsburg State University,” including any associated trademarks or service marks.

Publicity. Neither party shall make any press release or other public statement with respect to this Agreement or to the activities contemplated hereby without the consent of the other party, which will not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first written above.

For PITTSBURG STATE UNIVERSITY

Signature: ________________________________

Name: ________________________________

Title: ________________________________

For EDUCATION PARTNER

Signature: ________________________________

Name: Jackie Snyder

Title: Chancellor
CONTRACTUAL PROVISIONS ATTACHMENT

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 ____________________ 2009.

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."
### BAS in Technology Program Guide

**Requirements for Bachelor of Applied Science in Tech**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major: (Associate Degree Emphasis: )</td>
<td>Option: N/A</td>
</tr>
<tr>
<td>Minor:</td>
<td>Year of Relevant Catalog: 2007-09</td>
</tr>
</tbody>
</table>

#### GENERAL EDUCATION

<table>
<thead>
<tr>
<th>Hours</th>
<th>300+</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic Skills</strong></td>
<td></td>
</tr>
<tr>
<td>ENGL 101 English Composition</td>
<td>3</td>
</tr>
<tr>
<td>*ENGL 299 Research Writing__, or ENGL 301 Tech Writing__, or sub ___________</td>
<td>3 —</td>
</tr>
<tr>
<td>COMM 207 Speech, or sub; ___________</td>
<td>3</td>
</tr>
<tr>
<td><strong>Behavioral, Social, History &amp; Political Studies</strong></td>
<td>6</td>
</tr>
<tr>
<td>SOSCI Social Science Elective</td>
<td>3 —</td>
</tr>
<tr>
<td>(SOSCI 100 Sociology; 101 Amer Gov’t; HIST 201; GT/TM 350 Tech &amp; Civ; or Soc. &amp;/or Pol. Studies)</td>
<td></td>
</tr>
<tr>
<td>*PSYCH 680 Human Relations in the workplace or PSYCH 155 General Psychology</td>
<td>3</td>
</tr>
<tr>
<td><strong>Mathematics</strong></td>
<td>6</td>
</tr>
<tr>
<td>MATH 113 College Algebra (or) MATH 114 Elements of Technical Analysis (or) math substitute</td>
<td>3</td>
</tr>
<tr>
<td>MATH 143 Elementary Statistics (MATH 143 required for MFGET 405) (or) math substitute: ________________</td>
<td>3</td>
</tr>
<tr>
<td><strong>Natural Sciences (Minimum 6)</strong></td>
<td>4</td>
</tr>
<tr>
<td>BIOL 113 Environmental Life Science</td>
<td>4</td>
</tr>
<tr>
<td>(or science sub: ________________)</td>
<td></td>
</tr>
<tr>
<td>PHYS 171/172 Physical Science</td>
<td>4 —</td>
</tr>
<tr>
<td>(or science sub: ________________)</td>
<td></td>
</tr>
<tr>
<td><strong>Producing and Consuming</strong></td>
<td>3</td>
</tr>
<tr>
<td>ACCTG 201 Financial Accounting (or) Approved business substitute</td>
<td>3</td>
</tr>
<tr>
<td><strong>Fine Arts (Humanity Course)</strong></td>
<td>3</td>
</tr>
<tr>
<td>General Education Fine Arts courses (Art 102 or 103; or COMM 105 or 205; or HPER 151; or MUSIC 120, or approved Humanities (e.g., Ethics)</td>
<td>3</td>
</tr>
<tr>
<td><strong>Languages and Culture</strong></td>
<td>5</td>
</tr>
<tr>
<td>SOSCI 104 Human Geography (or) SOSCI 300 Elements of Geography (or) Approved elective from this area</td>
<td>3</td>
</tr>
<tr>
<td>36-39</td>
<td>0-9</td>
</tr>
</tbody>
</table>

(TOTAL GENERAL EDUCATION REQUIREMENT: min. 36 [__ from 2-YR program and ___ from PSU])

#### BUSINESS SUPPORT COURSES

<table>
<thead>
<tr>
<th>Hours</th>
<th>300+</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Courses</strong></td>
<td></td>
</tr>
<tr>
<td>MGMT 327 Org Theory &amp; Behavior</td>
<td>3</td>
</tr>
<tr>
<td>MGMT 444 Legal &amp; Soc Env. of Business</td>
<td>3</td>
</tr>
<tr>
<td>MGMT 629 Human Resource Mgmt (or) MGMT 330 Basic Marketing (or Approved 300+ Business elective, e.g., TQM)</td>
<td>33</td>
</tr>
<tr>
<td><strong>TECHNICAL COURSES</strong></td>
<td></td>
</tr>
<tr>
<td>Tech Management (Organization &amp; Leadership)</td>
<td>12</td>
</tr>
<tr>
<td>TTED 606 Industrial Supervision</td>
<td>3</td>
</tr>
<tr>
<td>EST 603 Industrial Safety or approved upper division safety course</td>
<td>3</td>
</tr>
<tr>
<td>TM or WT 503 Facility Maintenance &amp; Mgt or TM 500 Ind. Org. &amp; Tech Management or Other dept identified Tech Mgt electives</td>
<td>6</td>
</tr>
<tr>
<td><strong>Technical Specialization, Support, &amp; Electives</strong></td>
<td></td>
</tr>
<tr>
<td>Technical Specialization Technical courses from 2-Year associate program</td>
<td></td>
</tr>
<tr>
<td><strong>Technical Support</strong></td>
<td></td>
</tr>
<tr>
<td>MFGET-405 Quality Control or approved substitute</td>
<td></td>
</tr>
<tr>
<td>300 Internship</td>
<td>3</td>
</tr>
<tr>
<td>399 Professional Development (2) &amp; 699 Senior Seminar/Assessment (1) or ____ capstone course (3)</td>
<td>3</td>
</tr>
<tr>
<td><strong>Tech Electives</strong></td>
<td></td>
</tr>
<tr>
<td>400 Internship</td>
<td>3</td>
</tr>
<tr>
<td>____ Senior Seminar/Assessment (1) or ____ capstone course (3)</td>
<td>3</td>
</tr>
<tr>
<td><strong>Electives</strong></td>
<td>2-9</td>
</tr>
<tr>
<td>____</td>
<td>3</td>
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<tr>
<td>____</td>
<td>3</td>
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<tr>
<td>____</td>
<td>3</td>
</tr>
</tbody>
</table>

GRAND TOTAL (Gen. Ed., Business & Tech) 124 45
• May select training courses (e.g., technical instructor)

Note: The information contained herein is intended to be used for the planning of a student’s academic program and does not constitute a contract. While this guide was prepared with the latest information available, courses, graduation requirements, and curricula are subject to change.
Metropolitan Community College

AAS degrees from MCC to BAS degree at PSU:

AAS in Industrial Tech within the following program (or specialization) areas: (They would then graduate with a BAS in Industrial Technology on their transcript)

____ Construction Management
____ Electric Utility Line
____ Industrial Electrical
____ Industrial Maintenance
____ Stationary Engineer

- AAS Automotive Technology - Mechanical
- AAS Automotive Technology - Ford/ASSET
- AAS Collision Repair Technology
- AAS Automotive Technology - GM/ASEP
- AAS Environmental Health & Safety
- AAS Computer Aided Design & Drafting
- AAS Manufacturing Technology
- AAS Land Surveying
- AAS HVAC