

**ARTICULATION AGREEMENT BETWEEN  
PITTSBURG STATE UNIVERSITY AND NEOSHO COUNTY COMMUNITY COLLEGE**

This agreement (the "Agreement") is made this 20th day of January 2010 (the "Effective Date") by and between **Neosho County Community College** (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 AA or AS to BS in Education Pathway with a major in a secondary/PK-12 teaching field 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/NEOSHO  
COUNTY COMMUNITY COLLEGE TRANSFER AGREEMENT**

Basic Purpose. Subject to the terms of this Agreement, students who have completed an Associates of Arts or Science Degree can automatically transfer up to 64 college credits to Pittsburg State University upon submission of official transcripts. Graduates receive a Bachelor of Science in Education with a major in a secondary/PK-12 teaching field by successfully completing the additional degree requirements as set forth by Pittsburg State University. See instructions to access specific program information.

Program.

Expectation of the community college. NEOSHO COUNTY COMMUNITY COLLEGE shall offer curriculum leading to the award of an Associate of Arts or Science degree. NEOSHO COUNTY COMMUNITY COLLEGE shall be accredited by a regional accrediting agency such as North Central.

Transfer of Courses from an Accredited Community College to Pittsburg State University. Courses meeting general education requirements for the Associate of Arts or Science (AA or AS) degree at NEOSHO COUNTY COMMUNITY COLLEGE will transfer to PSU to partially fulfill the general education requirements of the Bachelor of Science (BS) degree in Education with a major in a secondary/PK-12 teaching field. (Remedial courses offered at the Community College level cannot be applied toward BS Degree Requirements.) Attached and incorporated herein, is the PSU Bachelor of Science (BS) degree in Education with a major in a secondary/PK-12 teaching field general education requirements including course equivalencies as well as instructions to access specific program information.

Bachelor of Science in Education Degree Requirements. In order to be awarded a BS Degree in Education with a major in a secondary/PK-12 teaching field from PSU, the student must meet the following general education degree requirements (course equivalencies designated for NEOSHO COUNTY COMMUNITY COLLEGE are indicated).

**PSU Early/Late Childhood K-6 Grade Licensure  
Student Course Sequence for Neosho County Community College**

<u>Freshman Year – NCCC courses</u>			
ENGL 101 English Composition I	3 hours	MATH 204 Math for Education I	3 hours
PSYC 155 General Psychology	3 hours	COMM 207 Fundamentals of Speech	3 hours
SOSC 100 Introduction to Sociology	3 hours	ENGL 113 General Literature	3 hours
BIOL115/116 Environmental Life Science & Lab	5 hours	HIST 201 or 202 United States History	3 hours
HPER 150 Lifetime Fitness	1 hour	HIST 207 World Geography	3 hours
<b>Total credits</b>	<b>15</b>	<b>Total credits</b>	<b>15</b>

<u>Sophomore Year – NCCC Courses</u>			
EDUC 252 Children’s Literature	3 hours	ECON 200/201 Economics	3 hours
MUSI 140 Music in the Classroom	3 hours	ENGL 289 English Comp II	3 hours
EDUC 104/105 Intro to Teaching & Lab	3 hours	SOSC 101 American Government	3 hours
PHYS 171/172 Physical Science & Lab	5 hours	PSYC 263 Developmental Psychology	3 hours
		Electives	1 hour
<b>Total credits</b>	<b>14</b>	<b>Total credits</b>	<b>13</b>

- Must pass C-Base or PPST by completion of EDUC 261 or cannot take any other EDUC courses
- If ACT is 24 or higher, do not need to take C-Base or PPST.

**Note: Complete all remaining General Education requirements and/or electives in summer session, if needed.**

Summer after NCCC

HHP 341 Elem School PE and Health - online 3 hours - PSU

**Pittsburg State University  
Department of Teaching and Leadership**

<u>Professional Education BLOCK 1</u>		<u>Professional Education BLOCK 2</u>	
UGS 101 Transfer Transitions	1 hour	ART 311 Art Education	3 hours
Math 304 Math for Education II	3 hours	EDUC 366 Primary Rdg/Lang Arts with Prac.	4 hours
EDTH 330 Technology for the Classroom	3 hours	SPEL 513 Instructional Approaches for IC	3 hours
EDUC 320 Early Childhood Foun/Curr.	3 hours	PSYCH 357 Educational Psychology	3 hours
EDUC 360 Curriculum Development El Ed	3 hours	EDUC 362 Elementary School Science	3 hours
EDUC 307 Clinical Experience	1 hour	EDUC 551 Diversity in the Classroom	3 hours
SPEL 511 Overview of Ed. Birth-6 <sup>th</sup>	3 hours	<i>(EDUC 551 can be taken in summer online)</i>	
<b>Total credits</b>	<b>17</b>	<b>Total credits</b>	<b>19</b>

**Note: Must be admitted to Teacher Education for Senior Year coursework. Complete non-restricted course requirements in summer session, if needed.**

<u>INTERNSHIP SEMESTER</u>		<u>PROFESSIONAL SEMESTER</u>	
Admission to Teacher Ed. Required. Must pass PLT and Elementary Content Tests prior to Professional Semester.		Admission to the Professional Semester is required. This is a 15 hour block schedule of courses.	
EDUC 345 Internship	1 hour	EDUC 455 Elementary & Middle Level Ed.	2 hours
EDUC 361 Elementary School Math	3 hours	EDUC 458 Methods and Curriculum	3 hours
EDUC 363 Elem. School Social Studies	3 hours	EDUC 475 Supervised Teach in Elem. Sch.	3 hours
EDUC 367 Intermediate Rdg. & Language Arts with Practicum	4 hours	EDUC 476 Supervised Teach in Elem. Sch.	5 hours
EDUC 368 Effective Classroom Mgmt.	2 hours	EDUC 579 Supervised St. Teach & Follow-up	2 hours
EDUC 464 Found of Measurement & Ev	2 hours		
<b>Total credits</b>	<b>15</b>	<b>Total credits</b>	<b>15</b>

For specific program information regarding any secondary/PK-12 teaching area, please refer to the current Pittsburg State University catalog at <http://www.pittstate.edu/office/registrar/catalog.dot> or the specific department's website. All departments can be accessed through the Pittsburg State University online directory. To access the directory, please go to [www.pittstate.edu](http://www.pittstate.edu). Click on the "Directory" link in the upper right hand corner of the page. Each department can be accessed through this page by using the associated link. Specific questions can also be directed to an individual department by using the email address below.

Art – [art@pittstate.edu](mailto:art@pittstate.edu)

Biology – [biology@pittstate.edu](mailto:biology@pittstate.edu)

Chemistry – [chem@pittstate.edu](mailto:chem@pittstate.edu)

English – [engl@pittstate.edu](mailto:engl@pittstate.edu)

Family & Consumer Science – [fcs@pittstate.edu](mailto:fcs@pittstate.edu)

French – [mll@pittstate.edu](mailto:mll@pittstate.edu) (or [krdyer@pittstate.edu](mailto:krdyer@pittstate.edu))

History/Government – [history@pittstate.edu](mailto:history@pittstate.edu)

Mathematics – [math@pittstate.edu](mailto:math@pittstate.edu)

Music – [music@pittstate.edu](mailto:music@pittstate.edu)

Physical Education – [hper@pittstate.edu](mailto:hper@pittstate.edu)

Physics – [phys@pittstate.edu](mailto:phys@pittstate.edu)

Psychology – [psych@pittstate.edu](mailto:psych@pittstate.edu)

Spanish – [mll@pittstate.edu](mailto:mll@pittstate.edu) (or [krdyer@pittstate.edu](mailto:krdyer@pittstate.edu))

Speech/Theatre – [comm@pittstate.edu](mailto:comm@pittstate.edu)

Technology – [tst@pittstate.edu](mailto:tst@pittstate.edu)

For any questions regarding a Teacher Education program, you may also contact the Office of Teacher Education at [teachered@pittstate.edu](mailto:teachered@pittstate.edu). The current Teacher Education handbook may also be accessed online through the College of Education webpage. This page can be reached by using the online directory.

## 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 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 NEOSHO COUNTY COMMUNITY 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 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.

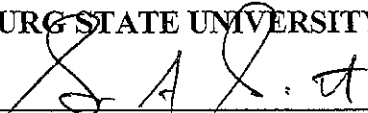
Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, United States of America without regard to its principles for conflicts of law.

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: Steven A Scott

Title: President

**For NEOSHO COUNTY COMMUNITY COLLEGE**

Signature: 

Name: Nancy R. Smith

Title: PRESIDENT

## 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 20th day of January 2010.

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 provisions 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 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."