

**Memorandum of Understanding
Between
The University of Kansas (KU) and
Kansas State University (KSU)**

Concerning Collaboration to bring a Masters of Social Work Program to Central Kansas

This Memorandum of Understanding ("MOU") is entered into by and between The University of Kansas ("KU"), a state institution of higher education and Kansas State University ("KSU"), a state institution of higher education, on behalf of its K-State Salina Campus, (collectively, the "Parties").

I. Recitals.

WHEREAS, for many years, the baccalaureate social work (BSW) program at Kansas State University - Salina has been assessing the need for a Masters of Social Work (MSW) degree in Central Kansas. The demand for an MSW program in Central Kansas has been demonstrated through several surveys of current students and professionals throughout the region. Over the years, the KSU BSW program has discussed the possibility of a collaboration with several existing universities in Kansas that have established MSW programs.

WHEREAS, over the last year, administrators at the University of Kansas School of Social Work and at the KSU Baccalaureate social work program began holding discussions about the feasibility of collaborating to better serve this identified need in Central Kansas.

WHEREAS, as a result of these investigations, both the BSW program at KSU and the School of Social Welfare (SSW) at KU agreed that a MSW program located in Central Kansas would have important, positive consequences for the people, communities, and human service agencies in Central Kansas.

WHEREAS, the Dean at the KU SSW has sought and received permission from KU Provost's office to explore such collaborations. Therefore, it was agreed to enter a collaboration to make this program a reality.

WHEREAS, the parties have collaborated to establish KU's off-campus delivery of the program, including receiving approval from the Kansas Board of Regents on or about April 12, 2022 to deliver the MSW program at K-State Salina, and from the Higher Learning Commission on or about May 9, 2022 concerning accreditation of courses offered at K-State Salina;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree to the terms and conditions outlined below:

II. Purpose.

The purpose of this MOU is to identify the framework for cooperation between KU and KSU in regard to the provision of a Masters of Social Work educational opportunity for Central Kansas ("Central Kansas MSW Collaboration"). This MOU addresses the roles and responsibilities of each party in developing, and implementing, and operating the Central Kansas MSW Collaboration. As the collaboration develops, this MOU may be modified at any time by the written agreement of the Parties.

III. Responsibilities.

It is contemplated by KU and KSU that their respective responsibilities with respect to the Central Kansas MSW Collaboration will include, but not be limited to, the following:

- A. KU will:
1. Offer the MSW through the Advanced Standing plan of study (3 semesters) for students with an earned BSW from a Council on Social Work Education (CSWE) accredited program. MSW students can specialize in either clinical or macro social work in their advanced year courses. Beginning year 2 of the collaboration, KU will also offer the advanced year courses for MSW students (2 semesters) without BSW degrees that enroll in the traditional 2-year MSW Program and complete their generalist (aka foundation year) courses at KSU.
 - a. Courses that include in-person instruction will require a minimum of six students enrolled in the course; otherwise, when course enrollment minima are not met, courses may be delivered in online format.
 2. Provide the academic and administrative oversight of the MSW Program and the Central Kansas MSW Collaboration.
 3. Enroll the students participating in the Central Kansas MSW Collaboration and charge those students tuition and fees as outlined in [KU's Comprehensive Tuition and Fees](#).
 - a. Develop a mutually agreeable mechanism with KSU that allows students enrolling through the Central Kansas MSW Collaboration to pay a single application fee.
 4. KU will coordinate the field placement, monitor the field practicum experience, and provide a field liaison for the advanced year of MSW courses when students are specializing in clinical or macro social work.
 5. Establish qualifications, hire, employ, and compensate all instructors necessary to teach classes in the Advanced Standing MSW Program, which are the same classes as the clinical and macro specializations of the traditional 2-year MSW program. Equip instructors with supplies necessary for instruction (i.e., general office supplies; temporary laptop, if needed).
 6. Given conditions described in B6 and B10 below regarding CSWE accreditation are met, KU will accept KSU courses to meet the first-year generalist requirements for KU's 2-year Traditional MSW program.
 7. Direct that the MSW Program Director at KU and the KU Director of Field Education act as liaisons between KSU and KU. Both will report to the KU Associate Dean for Academic Programs.
 - a. Share information pertaining to student field education or other academic challenges.
 8. Be responsible in conjunction with KSU for the recruitment of students into the program.
 - a. Ensure that announcements about the program will mention the collaboration between KSU and KU and the respective social work programs.
 9. Seek and maintain accreditation of and approval for the Central Kansas MSW Collaboration through CSWE, HLC and KBOR.
 10. Take primary responsibility for evaluating and implementing employment accommodations for instructors hired by KU. When necessary, KU will coordinate with KSU the implementation of instructor accommodations.
 11. Take primary responsibility for evaluating and implementing academic accommodations for students enrolled classes in the Advanced Standing MSW

Program, which are the same classes as the clinical and macro specializations of the traditional 2-year MSW program. When necessary, KU will coordinate with KSU the implementation of student accommodations.

12. For instructors employed by KU, workers compensation would be extended to them if injured while performing duties within the course and scope of their employment with KU while on the KSU campus. KU Human Resources would assist an employee with filing the necessary paperwork with State Self-Insurance Fund (SSIF).

B. KSU will:

1. Provide classrooms in Salina for the in-person portion of the MSW Program as well as internet access and classroom IT support to instructors and students. Classroom space will be provided during scheduled class times, including Saturday classes. IT support will also be provided at all times when MSW classes are being held, including Saturdays. KSU will invoice KU on a quarterly basis for reimbursement of costs incurred under this MOU for IT services. KU agrees to pay KSU \$20.00 per hour for IT services, not to exceed a total of twenty-nine hundred dollars (\$2900.00 USD) charged per fiscal year. If KSU requires funds exceeding that amount to complete performance under this MOU, it shall contact KU before it incurs such costs so that the parties may mutually agree to commit additional funds. KSU's IT prices shall be reviewed annually and amended from time to time as the parties may agree in writing.
2. Provide in-person instructors temporary ("hoteling") workspace, internet access during the days they are teaching, as well as the means necessary for instructors to access this workspace, their classroom(s), and the internet while on the Salina campus (e.g., key card, eID, parking or parking pass near the workspace and classroom).
3. Provide access to technology used for providing in-person and distance education as needed.
4. Offer graduate level generalist (aka foundation) courses for students pursuing KU's 2-year MSW program, beginning in year 2. These students will be enrolled at KSU for their generalist (year 1) courses.
5. Develop a mutually agreeable mechanism with KU that allows students enrolling through the Central Kansas MSW Collaboration to pay a single application fee.
6. Work with KU on curriculum development to assure clear course content linkages and alignment of CSWE education and policy accreditation standards across Year 1 and as the foundation for Year 2.
7. Coordinate the field placement, monitor the field practicum experience, and provide a field liaison for the MSW generalist year.
8. Be responsible, in conjunction with KU, for the recruitment of students into the program.
 - a. Ensure that announcements about the program will mention the collaboration between KSU and KU and the respective social work programs.
9. Direct that the Social Work Degree Option Coordinator/Associate Director of Field Education at KSU will act as liaison between KSU and KU. The Degree Option Coordinator/Associate Director of Field Education will report to the BSW Program Coordinator.
 - a. Share information pertaining to student field education or other academic challenges.
10. Maintain CSWE Accreditation.
11. To reasonably assist KU seeking and maintaining accreditation and necessary approvals for the Central Kansas MSW Collaboration through CSWE, HLC, and KBOR.

12. Enforce its policies concerning the safety and security of its campus, including but not limited to [PPM 3010](#) - Policy Prohibiting Discrimination, Harassment, and Sexual Harassment, and Procedure for Reviewing Complaints, and [PPM 3015](#) - Threat Management Policy.
13. Take primary responsibility for evaluating and implementing academic accommodations for students enrolled in generalist (aka foundation) courses.

C. The parties jointly agree:

1. To cooperate in carrying out their respective obligations under their respective non-discrimination policies and procedures and any applicable law, including without limitation the American with Disabilities Act, Title VI, Title VII, and Title IX;
2. To investigate and take appropriate prompt and effective remedial action to address complaints that a parties' student or employee is being subjected to or engaging in unlawful harassment or discrimination by the other parties' employees, agents, clients, visitors, or other students during their participation in the Central Kansas MSW Collaboration.

IV. Relationship of the Parties

KU and KSU are separate independent entities, and this MOU is not intended, and it shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or other legal association between the parties.

V. Term and Termination

- A.** The Parties shall meet and confer regarding the effectiveness of the collaboration, as well as any related matters, such as means for improvement, program expansion, and program needs, a minimum of two (2) times per academic year. If a dispute or controversy arises that the Parties cannot resolve their sole remedy is termination of this MOU in accordance with the terms stated below.
- B.** If either party wishes to terminate this MOU, it is understood that the parties shall use their best efforts to ensure that all students then enrolled in the MSW Program at the time of notice of termination shall be given the opportunity to complete the MSW Program at K-State Salina.
- C.** This MOU will become effective upon the date of last signature on this MOU and shall continue in force and effect through May 31, 2026. From and after that date, the MOU shall continue in force and effect for successive one-year terms ending May 31 unless either Party gives written notice that it wishes to terminate the MOU at the end of the then current term. For purposes of this provision, written notice to terminate the MOU must be received by the other Party by no later than 90 (ninety) days prior to the termination date. KSU reserves the right to develop its own MSW program.

VI. Notices

Notices or communications to the Parties shall be addressed as follows:

If to KU:
Michelle Mohr Carney
Dean of the School of Social Welfare 1545 Lilac Lane

Lawrence, KS 66045-3129

With a copy to:
Office of the General Counsel
245 Strong Hall
1450 Jayhawk Blvd.
Lawrence, KS 66045

If to KSU:

Chris Culbertson
Interim Dean, College of Arts & Sciences
King Hall 311
828 Mid Campus Drive North
Manhattan, KS 66506


With a copy to:
Office of General Counsel
111 Anderson Hall
919 Mid-Campus Drive North
Manhattan, KS 66506

VII. Miscellaneous.


- A. No Monetary Consideration.** It is understood by the parties that there shall be no monetary consideration paid by either party to the other except as explicitly set forth herein.
- B. FERPA.** The parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) and shall limit access to educational records of students interested and participating in the Central Kansas MSW Collaboration to only those employees or agents with a legitimate educational interest. For purposes of this MOU, pursuant to FERPA, the parties hereby designate each other as school officials with a legitimate educational interest in the educational records of the students interested and participating in the Central Kansas MSW Collaboration to the extent that access to the records is required to conduct the Central Kansas MSW Collaboration.
- C. Entire Agreement.** This MOU contains the entire understanding and agreement between the parties and supersede any prior written or oral agreements between them respecting the subject matter contained herein. This MOU may be changed, modified, or amended only by an instrument in writing duly executed by all the parties.
- D. Waiver.** No waiver of this MOU shall be valid unless the waiver is in writing and signed by the parties. No waiver of any of the provisions of this MOU shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided for in writing.
- E. Severability.** If any provision of this MOU is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision. Rather, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and to the fullest extent possible, reflects the intention of the parties.


IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Memorandum of Understanding on the dates indicated by each signature.


For Kansas State University

DocuSigned by:
 11/22/2022
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Dr. Charles S. Taber
Provost and Executive Vice President
Kansas State University

For the University of Kansas

DocuSigned by:
 11/1/2022
A4F63FE14D2E4C2
Barbara A. Bichelmeyer
Provost and Executive Vice Chancellor
University of Kansas, Lawrence Campus

DocuSigned by:
 11/22/2022
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Chris Culbertson
Interim Dean, College of Arts & Sciences
Kansas State University

DocuSigned by:
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Michelle Mohr Carney
Dean, School of Social Welfare
University of Kansas

AJG 10/12/22