

Memorandum of Agreement

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, by and between THE BOARD OF REGENTS OF THE STATE OF KANSAS (hereinafter the Board), Suite 520, 1000 S.W. Jackson, Topeka, Kansas 66612-1368, U.S.A. and

(hereinafter the institution).

WITNESSETH:

WHEREAS, the Board is authorized to enter into reciprocal agreements regarding institutional performance/improvement; and

WHEREAS, the parties hereto are mutually desirous of entering into such an agreement with relation to institutional performance/improvement; and

WHEREAS, the parties agree that it is to their mutual benefit and interest to set forth the terms of their understanding and agreement in writing;

NOW THEREFORE, in consideration of the above premises and the individual and mutual promises of the parties hereinafter set forth, and for other good and valuable consideration it is hereby agreed by and between the parties hereto:

1. That the term of this agreement shall begin on the ____ day of _____, 200__, and terminate on the ____ day of _____, 200__.
2. That the institution shall pursue the institutional goals and implement the institutional indicators described in the attached document "Performance Agreement Application and Reporting Form".
3. That the Board approved the "Performance Agreement Application and Reporting Form" referenced in Paragraph 2.
4. That the Board shall determine the level of the institution's compliance with the terms of the institutional Performance Agreement.
5. That the Board will determine the amount of new state funds to be received by the institution, taking into paragraph 4 and the funds available for distribution.
6. That the institution, if governed by the Board, shall follow all coordination and governance policies established by the Board; that the institution, if coordinated by the Board, shall follow all coordination policies established by the Board.

7. Any notices or other communications required or permitted to be given or delivered hereunder shall be in writing and shall be sufficiently given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at their addresses first appearing above, or at such other addresses as either party may from time to time designate to the other in writing, and such notice or other communication shall be deemed to be given as of the date it was personally delivered or deposited in the mail, as the case may be.

Institutional Signature

Date

Title

Kansas Board of Regents Chairperson

Date