

COLLABORATION AGREEMENT

BETWEEN

WESTERN GOVERNORS UNIVERSITY AND COMMUNITY COLLEGE OF ALLEGHENY COUNTY (CCAC)

Western Governors University, with its address at 4001 S. 700 E, Suite #700, Salt Lake City, UT 84104 (“University” or “WGU”) and CCAC, with its address at 808 Ridge Ave., Pittsburgh, PA 15212 (“Institution”), each a “Party” and together the “Parties,” enter into this Academic Collaboration Agreement (the “Agreement”) as of the date of the last signature below.

1. **BACKGROUND AND DESCRIPTION OF COLLABORATION (“Mission Statement”)**

Institution and WGU seek to provide Institution’s graduates and employees with a streamlined approach to higher education and professional development through WGU’s online college courses and identified WGU affiliates.

WGU and Institution will work together to offer and enroll Institution’s graduates and employees (as identified in this Agreement) to WGU’s competency-based and mentor-supported online degree programs and credentials and are subject to the terms of this Agreement.

This Agreement will identify and outline the responsibilities of each Party and the agreed upon commitments of the collaboration.

2. **DEFINITIONS**

- 2.1 Employees: Employees of Institution eligible for participation under this Agreement.
- 2.2 Students: Former students and current employees who are enrolled at WGU under the qualified programs identified under this Agreement.
- 2.3 Program: Specific degree programs that are being offered by the University and its colleges and made available to Students and Employees under the terms of this Agreement.
- 2.4 University: The academic entities and or individual colleges of WGU that are solely responsible and oversee all aspects of any degree program, certification, curriculum, admissions, student records, and applicable accreditation(s).

3. **RESPONSIBILITIES OF INSTITUTION**

- 3.1 Institution shall have the following responsibilities under this Agreement.
 - 3.1.1 Provide current students and staff the opportunity to transfer or enroll in WGU, provided that the University will retain full authority over admission.
 - 3.1.2 Collaborate on the development of student and staff engagement opportunity plans, timelines, and materials, provided that the University will retain full authority over admission to any program.
 - 3.1.3 Support additional marketing communications such as providing the names and email addresses of all current and recent graduated students for WGU to message their transfer option through the procedure established by Institution. WGU will request the list for each semester on a yearly basis. Work with WGU to facilitate and execute all student and employee engagement opportunities. Institution will facilitate and execute subsequent ongoing enrollment campaigns in collaboration with WGU. [examples below]

3.1.3.1 Invite WGU to attend student facing events that Institution, in its sole discretion, decides to hold.

3.1.3.2 Provide, on their intranet page, a link to the University website with information regarding the collaboration with WGU and the articulated programs.

3.1.4 Provide all employees at all facilities with access to program-friendly education assistance processes as well as a Human Resources/Benefits point of contact for questions.

3.1.5 Appoint an individual to serve as a single point of contact to act as Liaison with WGU representatives. This person will assist in overseeing the successful management of the collaboration and the agreed upon terms and conditions as set forth in this Agreement.

3.1.6 Be committed to the defined and agreed upon success goal of increasing the annual number of CCAC transfer students and staff for the term of this agreement. This support could be in the form of encouragement, information, scholarships, agreements for promotion, and other methods identified in additional amendments to the Agreement.

3.1.7 Agrees to expand its engagement with WGU and develop new goals and objectives annually that will further integrate the collaboration and build a stronger relationship between the Parties.

3.1.8 Participate in quarterly, mid-year, and annual collaboration reviews with WGU team members.

4. RESPONSIBILITIES OF WGU

4.1 WGU shall have the following responsibilities under this Agreement.

4.1.1 Retain sole responsibility and decision of Admissions to ensure that all students have the highest opportunity of success in WGU's innovative and effective educational models.

4.1.2 Assist in the development and execution of initial and ongoing enrollment campaigns and any marketing materials needed and approved by the Institution.

4.1.3 Provide a variety of co-branded communications and strategies to use for outreach, including email and other messaging templates for various groups of Institution students and employees (leadership team/managers, all staff, etc.), intranet or newsletter post templates, posters, and postcards. WGU's Strategic Partnerships team will assist with such efforts.

4.1.4 Organize and deliver of quarterly, mid-year, and annual collaboration reviews with Institution representatives.

4.1.5 Provide a dedicated contact(s) who will serve as primary liaison for Institution and will assist in overseeing the successful management of the collaboration and the agreed upon terms and conditions.

4.1.6 Provide access to career service and/or alumni events and activities through its various channels for outreach.

4.1.7 Develop engagement with the Institution and develop new goals and objectives annually that will further integrate the collaboration and build a stronger relationship between the Parties.

5. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

5.1 INSTITUTION FINANCIAL RESPONSIBILITIES

5.1.1 Employees who are enrolled in Institution-approved WGU program(s) may use their tuition assistance. The Employee is responsible for confirming employment eligibility once an application has been submitted to WGU.

5.2 WGU FINANCIAL RESPONSIBILITIES

5.2.1 WGU will support students in applying for financial assistance including but not limited to:

a. General FA: FAFSA, Federal Direct Loan Programs, Federal Grant, and Work Programs.

b. Military Community Focused Financial aid where applicable: Military Tuition Assistance (MTA), VA Benefits, Pell Grants, Chapter 33, GI Bill

5.2.2 WGU will waive the \$65 application fee for any student or staff member from Institution.

5.2.3 WGU will provide information regarding scholarships for which Students and Employees will be eligible. WGU retains all authority in determining eligibility for scholarships that are not specifically intended for Students or Employees.

5.2.4 Students and staff who receive scholarships must maintain good academic standing for the entire term to maintain scholarship eligibility.

6. CONFIDENTIALITY AND STUDENT DATA.

6.1 The parties agree that information disclosed by the other party, its employees or agents, which by the nature of the circumstances surrounding the disclosure ought in good faith to be treated as proprietary or confidential information without any further marking or designation, will be considered the confidential information of such party. Each Party agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, or dissemination of confidential information. Except as authorized by the other Party in writing, neither Party shall disclose Confidential Information to anyone other than their adequately trained employees, agents, and/or independent contractor(s) on a "need to know" basis

6.2 All education records, student-related records of each Party and personally identifiable information contained in such records (collectively, "Student Records"), shall be created, maintained, and disclosed in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively "FERPA"), and other applicable laws and accreditation standards pertinent to Student Records. Institution acknowledges that access to Student Records of Employees enrolled at WGU may only be provided in compliance with FERPA and any other applicable state and federal laws and regulations and, accordingly, that Institution must obtain appropriate written consent from such individuals to access Student Records.

7. **INDEPENDENT CONTRACTOR.** Institution and WGU are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture, or any other relationship between the parties. Each party will be responsible for income, employment and/or other taxes, and workers' compensation liabilities for its employees and other personnel providing services hereunder. Neither party shall have the authority to make any commitment on behalf of the other.

8. **USE OF NAME AND LOGO.** Each Party reserves the right to control the use of its name or other identifying characteristic in every respect, including usage of its logos and trademarks as referred to in Exhibit A. Each Party agrees not to use the other Party's name or any other identifying characteristics without the prior express written permission of the named Party. In the event of termination or expiration of this Agreement under Term or Termination provisions, each Party shall remove the other Party's information from its website and cease use of the other Party's marks.

8.1 Institution and WGU are responsible for notifying and providing any necessary logo modifications to the respective party and usable digital graphic design files and branding standards to align with necessary logo usage.

9. **MISREPRESENTATIONS.** Institution agrees it, and its employees, officers, directors and agents, will convey accurate information concerning the University and its programs, costs, the availability of financial assistance, the employability of graduates, the transferability of credits, etc. Institution agrees that the University shall pre-approve all program information, promotional and marketing information, financial aid information, or other information provided to others which purports to represent information about the University programs, or any of its related services.

10. **PROHIBITION OF DISCRIMINATION.** University and Institution agree not to engage in unlawful discrimination against or harassment of any student, employee, faculty member, or representative of either Party pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, status as a covered veteran, or any other legally-protected status within the limits imposed by applicable state and federal laws and University policies.

11. **TERM.** The Term of this Agreement shall commence as of the Effective Date. This Agreement will remain in effect for a period of two (2) years with the option to renew this Agreement upon the mutual written agreement of the Parties. Notwithstanding the foregoing, this Agreement is subject to early termination in accordance with the Termination Provisions of this Agreement.

12. **TERMINATION.**

12.1 Termination Without Cause. This Agreement may be terminated without cause by the University or Institution by giving written notice to the other Party at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

12.2 WGU agrees that upon termination of this agreement any Institution students or employees that are receiving any educational benefit described in this agreement or its amendments, will receive the full value of that benefit towards their program as long as they remain in good academic standing with the University.

13. **REPRESENTATIONS.** Each Party represents and warrants to the other that: (i) it has the necessary authority to enter into this Agreement; (ii) it will comply with applicable laws, rules, and regulations; and (iii) there are no prior commitments, liabilities, or disputes that would have a material adverse effect on the Party's ability to timely fulfill its obligations under this Agreement.

14. **MISCELLANEOUS**

Exhibit A



WGCU "Marketing" Logo



AMENDMENT 1.

Collaboration Supported Programs

The specific program at WGU that are supported by the collaboration with CCAC graduates as follows:

APPROVED DEGREE PROGRAMS:

B.S. Business Management
B.S. Healthcare Management
B.S. Human Resources Management
B.S. Information Technology Management
B.S. Marketing Management
B.S. Accounting
B.S. Health Information Management

B.A. Elementary Education
B.A. Special Education and Elementary Education (Dual Licensure)
B.A. Special Education (Mild-to-Moderate)
B.S. Mathematics Education (Secondary)
B.S. Science Education (Secondary Physics)
B.S. Science Education (Secondary Biological Science)
B.S. Science Education (Secondary Earth Science)

B.S. Cloud Computing
B.S. Computer Science
B.S. Cybersecurity and Information Assurance
B.S. Data Management/Data Analytics
B.S. Information Technology
B.S. Network Operations and Security
B.S. Software Development

B.S. Nursing (RN-to-BSN online)
B.S. Health Information Management
B.S. Health Services Coordination

CCAC RESPONSIBILITIES

1. CCAC will notify WGU if they desire to add to or take away from these approved programs.
2. CCAC will advertise these approved transfer programs to their students.

WGU RESPONSIBILITIES

- a. WGU will notify CCAC of any new programs added to WGU's portfolio for possible addition to the approved programs.
- b. WGU will maintain current transfer articulation pathways for all approved CCAC programs on their transfer articulation pathways site located at <https://partners.wgu.edu>