

**PARTNERSHIP AGREEMENT
BETWEEN
COMMUNITY COLLEGE OF ALLEGHENY COUNTY
Pittsburgh, Pennsylvania
AND
CALIFORNIA UNIVERSITY OF PENNSYLVANIA
California, Pennsylvania,**

THIS AGREEMENT, effective as of the date of final signature, is made by and between, Community College of Allegheny County, hereinafter called "CCAC", California University of Pennsylvania, hereinafter referred to as "CAL U"

CCAC and CAL U acknowledge their shared mission to provide quality higher education programs, which meet the needs of the region and provides a workforce of highly trained residents.

The primary purpose of this agreement is to enhance the transferability of students and their credits between CCAC's Associate of Arts (AA) and their Associate of Science (AS) Degree Programs into CAL U's Bachelor Degree Programs. Completion of an AA or AS will allow for the CCAC graduates to have an opportunity to complete their CAL U Bachelor's Degree within two years under full-time status. Graduates of the CCAC AA or AS will also have met all General Education Requirements with the exception of prescribed discipline-specific courses. Courses prescribed for the CAL U Bachelor Degree's may also transfer pending specific courses earned through the CCAC AA or AS and the equivalency established with CAL U. CCAC graduates will be required to abide by the CAL U residency policy in that, 30 of the last 60 credits must be taken from CAL U. In addition, students will take at least 50% of credits required for the Major from a PASSHE University. The degree-granting University may require up to a maximum of 50% of the Major credits. This is in accordance with PASSHE's academic residency policy and related Board of Governor's policies. In order to properly evaluate the graduate's courses, all transcript(s) from all institutions attended will be required for official review. CAL U will provide program maps for identified program pairings and will update these maps with curricula modifications for either institution.

The secondary purpose of this Partnership Agreement is to establish an Educational Alliance between CAL U and CCAC to provide discounted educational pathways to the CCAC AA or AS graduates through CAL U in return for internal promotional activities identified and conducted by CCAC as listed below.

A. DUTIES OF CAL U:

CAL U shall:

1. Provide CCAC AA or AS graduates with a discounted tuition rate equivalent to 20% below the prevailing in-state tuition rate for the graduates intended program of study – either in-person or online – beginning with the Summer 2021 academic term.
2. Create an option on the CAL U online admissions application for the applicant to identify as a CCAC AA or AS graduate.
3. Provide an application fee waiver for applicants.
4. Assist CCAC in promoting the relationship to their graduates where possible. Assistance may include, but is not limited to a) printed collateral, b) webpage links and c) in-person or virtual information sessions/presentations.

B. DUTIES OF CCAC:

CCAC shall:

1. Provide prompt transcripts when graduates present the appropriate request from CAL U.
2. Agree to internally promote the relationship in the following ways:
 - a. Advertise the Partnership to students via the CCAC website.
 - b. Promote the Partnership to students during advisement with the CCAC transfer counselor.
 - c. Invite CAL U to participate in any transfer related events.

MUTUAL TERMS AND CONDITIONS

1. The tuition discount is applicable to the graduates of CCAC only.
2. The discount applies to tuition only and does not apply to mandatory fees.
3. It is the responsibility of the CCAC graduates to supply their final CCAC transcript with the conferred AA or AS in order to qualify for tuition discounts.
4. This agreement does not imply favorable admissions standards to CCAC graduates.
5. This agreement is subject to an annual review and may be discontinued for lack of interest and/or performance.
6. *Academic Policies and Requirements.* CAL U accepts credits from CCAC in accordance with the State System Board of Governor's Policy 1999-01: Student Transfer Policy. - The transfer of grades below a "C" will be reviewed in the same manner as the grading policy of native CAL U students. CAL U Graduation Residency Requirements include 30 of the last 60 credits must be completed at

CAL U and 50 percent of the major coursework requirements must be from a State System university as part of the 120 credit baccalaureate degree requirements.

7. *Term of Agreement.* The term of this Agreement shall be five years from the date of execution and will be reviewed annually for accuracy. This Agreement may not exceed a period of five (5) years.
8. *Termination of Agreement.* Either party may terminate this Agreement for any reason with ninety (90) days' notice. In the event of a substantial breach, either party may terminate this agreement upon the occurrence of the breach by written notice that may be less than 90 days.
9. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination and related procedures to ensure that students enrolled at CAL U are afforded the protections of Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. CCAC agrees to cooperate with the school in its investigation of claims of discrimination or harassment.
10. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
11. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
12. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
13. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
14. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the final date indicated below.

Community College of Allegheny County: California University of Pennsylvania:



Quintin B. Bullock
President

6/30/2021
Date



Dr. Dale-Elizabeth Pehrsson
President

8/11/21
Date



Stuart T. Blacklaw
Provost

6/28/21
Date



Daniel Engstrom
Interim Provost

8/11/2021
Date

Reviewed and approved as to form and legality:

University Legal Counsel

August 19, 2021
Date of final signature