

**Memorandum of Agreement
between
Bellevue University
And
Community College of Allegheny County**

Bellevue University and the Community College of Allegheny County hereby establish a Memorandum of Agreement (hereinafter, the "Agreement") to facilitate the terms of an educational partnership between the two institutions.

SECTION 1 - PURPOSE

1. This Agreement between the Community College of Allegheny County, located at 800 Allegheny Avenue, Pittsburgh, PA, 15233 (hereinafter "CCAC", "College", or "Partner Institution") and Bellevue University, located at 1000 Galvin Road South, Bellevue, NE 68005 ("Bellevue University"), is for the purpose of allowing local students to gain enhanced access to upper division undergraduate programs.
2. This Agreement defines the nature of the relationship and responsibilities between Bellevue University and CCAC. The parties mutually understand that this Agreement is intended to represent a good faith effort to accommodate the partnership and carry out the parameters defined below. Included by reference into this Agreement are any exhibits that detail particular requirements or obligations.

SECTION 2 - TRANSFER QUALIFICATIONS

1. Bellevue University requires that students who wish to transfer into the University obtain an Associate's degree, or approximately 60 credit hours, prior to transfer. All applicants not meeting these standards at the time of application will be referred to CCAC for additional coursework whenever possible. Both institutions will work together to mutually support the needs of their students, and the needs of their respective partner institutions.
2. Students transferring with an Associate's degree will receive credit for all coursework in their degree program and will enter Bellevue University with "junior" status. This is applicable for both the traditional Bachelor's degree program and the accelerated Bachelor's degree completion program.
3. All transfer students may submit unofficial transcripts to Bellevue University for initial evaluation and provide information on remaining requirements for degree completion. Official transcripts are required prior to admittance.
4. Transfer students must complete a minimum of 30 hours in residence with Bellevue University. On-line courses satisfy residence requirements.
5. Transfer students must meet all catalog requirements for their degree program.

SECTION 3 - OBLIGATIONS OF PARTNER INSTITUTION

1. CCAC, as a partner institution, agrees to provide office space, furnishings and associated technology for Bellevue University's use per the terms and conditions further delineated in **Exhibit A**, attached and incorporated herein by reference. Parking provisions for Bellevue's staff and students are covered within the referenced exhibit.

2. CCAC agrees to provide Bellevue University students and Bellevue staff residing in the local area access to library services and computers in the College's library.
3. Bellevue University's Relationship Manager (the "Relationship Manager") will be allowed access to various contacts within the Partner Institution to schedule classroom and other presentation opportunities and for general recruitment purposes. Partner Institution (s) to provide guidance on the appropriate process and protocol to follow in requesting faculty appointments and classroom presentations. Those contacts will include, but are not limited to faculty, program directors, advisors, managers and other school personnel.
 - a. Any and all classroom access requested by Bellevue University must be approved in advance of scheduling by the applicable CCAC campus president.
4. The CCAC facilities in which Bellevue University's staff and students shall be permitted access under the terms of this Agreement as outlined in Section 1, paragraphs 1-3 above and as further defined in Exhibit A shall hereinafter be referred to collectively as the "Campus Facilities."
5. CCAC agrees to install directional signage as logical and reasonably appropriate to increase awareness of the Bellevue University office. Signage will also be placed at the door or entrance to Bellevue University office area.
6. In the event of any agreed upon shared marketing effort, CCAC will provide updated logos for the production of co-branded promotional material. Any planned use of the CCAC name and/or CCAC logo by Bellevue University requires the prior review and expressed written approval of CCAC's Executive Director of Marketing and Communications. Co-branded promotional materials may include, but not be limited to, websites, cobranded web portals, and in-print marketing publications.
7. In order to comply with The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, Bellevue University is required to report statistics for any crimes that occur on a partner institution's campus in those areas that are under Bellevue University's purview of control for educational purposes. Crime statistics for those areas under Bellevue University's associated control and during the times of such control will need to be provided to Bellevue University on or before May 1st of any given year that this Agreement is in effect. These statistics need to be from the previous calendar year. (For example, on or before May 1, 2019, the crime statistics for 2018 will need to be provided to BU.) Statistics can be sent to the Director of Campus Security at: Bellevue University, 1000 Galvin Road South, Bellevue, NE 68005.

SECTION 4 - OBLIGATIONS OF BELLEVUE UNIVERSITY

1. Bellevue University will provide a Bellevue University Relationship Manager to be housed at the herein identified CCAC participating campus in order to facilitate student enrollment, relationship management with the College, and support grant initiatives and community outreach activities.
2. Local student inquiries in which the student is in need of an associate's degree or equivalent lower-division credits will be referred to the CCAC admissions department for additional coursework completion.
3. Bellevue University will create and maintain a co-branded microsite to provide CCAC students information relevant to transfer requirements, partnership agreements, and additional information as agreed upon by the College.
4. An annual meeting will be coordinated by Bellevue University with the leadership of CCAC for the purpose of reviewing all aspects of the partnership. Additionally, in the event Bellevue University teaches Bellevue University programs on any participating CCAC campus, Bellevue University will establish a regular meeting or conference call schedule between the academic

leadership of both institutions.

5. Fellowship grants will be established for CCAC employees who are seeking a Bellevue University undergraduate or graduate degree. Full-time Community College of Allegheny County employees will be awarded a two thousand dollar (\$2000) grant toward a degree program at Bellevue University. Part-time CCAC employees will be awarded a five hundred dollar (\$500) grant toward a degree program at Bellevue University. This is intended to be a one-time use grant and will not be duplicated if the employee changes their degree plan, pursues an additional degree, or takes just a single course. Confirmation of employment from the CCAC human resources department will be required before the fellowship grant can be applied to the student's account. In the event CCAC elects to participate in the optional Campus@Work tuition benefit program for its employees, the fellowship grant benefit will be replaced by the tuition program benefit. CCAC will be eligible for the Campus@Work program 90 days after office opening.
6. All CCAC transfer students who hold a cumulative GPA of 2.5 may submit an application to be eligible for the Transfer Student Scholarship award. GPA must be verified by the most recent transcript in order to qualify. Scholarship amounts and criteria subject to change based on fund availability.
7. Bellevue University will maintain all transcript records for BU coursework, as well as handle the processing and administration of all Bellevue University student transactions.
8. Bellevue University will be responsible for hiring, training, and evaluating the performance of all Bellevue University employees located at the participating CCAC campus location(s). Prior to assignment, each Bellevue University employee, agent or contractor being considered for placement as a Relationship Manager or any other position contemplated hereunder the auspices of this Agreement, must complete criminal background checks and child abuse clearances in the same form and manner designated by the College as relative to the hiring process of its own employees. Bellevue University further agrees that it will not assign any employee to a CCAC campus location who, on the basis of information contained on such background checks and/or clearances, would be disqualified from employment directly by the College under the College's policies, as then in effect, or whose criminal history record otherwise evidences a conviction for any felony offense. In the event of a complaint or concern related to a Bellevue University employee, the Community College Transfers Director at (402) 557-7861 is to be contacted.

SECTION 5 - WARRANTIES AND REPRESENTATIONS

1. The Campus Facilities are provided "as is" without warranty and/or representation whatsoever. Bellevue University will be responsible for all damages or loss to any College property arising out of or from Bellevue University's use of the Campus Facilities.
2. Bellevue University represents, warrants, and agrees as follows:
 - a. Bellevue University shall not occupy or use the Campus Facilities except as provided in this Agreement. Bellevue University will, and will cause its employees, students, agents, contractors, invitees, patrons, and guests to act reasonably and responsibly in connection with their respective activities at the Campus Facilities, inclusive of the public areas located in and about the general premises. All applicable CCAC policies, rules and regulations shall be binding on Bellevue University, its employees, students, agents, contractors, and guests while such individuals are in or on College property.
 - b. Bellevue University's use of the Campus Facilities shall take no action which would (i) interfere in any way with the normal business of the College; (ii) actively compete in any way with the academic programs and other such operations of the College; and/or (iii) cause any impairment or reduction of the good will and reputation of College. Any such activities or

actions will constitute a serious breach of the Agreement by Bellevue University.

- c. Unless caused by the sole gross negligence or willful misconduct of College, Bellevue University agrees to assume all risk of loss and/or damage to Bellevue University's property placed in or about the Campus Facilities, parking lots and driveways, and/or of injury to Bellevue University's employees, students, agents, contractors, and guests relative to Bellevue University's use of the Campus Facilities as specified herein this Agreement and Bellevue University waives all such claims against the College. Furthermore, vehicles parked in the College's lots are parked at the vehicle owner's sole risk and College does not assure the care, custody, or control of the vehicles in any way and is not responsible for fire, theft, damage, or any other such loss. The owner alone is responsible for parking and locking his/her vehicle and protecting its contents.
- d. To the fullest extent permitted by law, the College, its respective employees, officers, directors, agents, beneficiaries, successors and assigns shall not be responsible or liable to Bellevue University, or to any other person or persons, to any extent, for (i) damage or theft of any vehicle or any contents due to fire, collision, vandalism, or any other cause; (ii) injuries or liabilities suffered by any person while accessing or using the Campus Facilities, any parking facilities or adjacent sidewalks; or (iii) any losses or other damages said to be incurred by any Bellevue University party by reason of that party's access, or inability to access, the Campus Facilities as conditioned under the terms of this Agreement.

SECTION 6 - CONFIDENTIALITY AND NON-DISCLOSURE

1. **Confidentiality and Non-Disclosure.** Bellevue University recognizes that any and all information acquired about the College pursuant to this Agreement is confidential and proprietary and will not be disclosed to any other individual or third party whatsoever (whether during the period of this Agreement or thereafter) except in the ordinary course of the performance of the Agreement. Such information shall include, but not be limited to, information acquired from, or about, third parties such as the College's students, faculty or employees including, but not limited to, financial information relating thereto, secrets such as business educational plans, practices, marketing plans, curriculum, compilations of information, lists and all other information, records, files and data bases owned by the College or to which Bellevue University may gain access. Bellevue University shall exercise the same degree of care in the protection of College's confidential information as it exercises with respect to maintaining the confidentiality of its own proprietary and trade secret information.
2. **Permitted Disclosure.** The restrictions in this Section 6(1) above do not apply to any information or data which at the time of the disclosure of said information or data:
 - a. is part of the public domain at the time this Agreement becomes effective;
 - b. is or becomes available to the public through no violation of this Agreement by Bellevue University.
3. **FERPA.** Both parties acknowledge each organization's respective policies, applicable laws and regulations pertaining to the protected information/records of its students subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and its implementing regulations ("FERPA"), and each agrees to maintain and protect the confidentiality of such student information/records in compliance therewith.

SECTION 7 - INDEMNIFICATION / HOLD HARMLESS

1. Bellevue University agrees to assume all risks and liabilities relating to its use of the Campus

Facilities, including without limitation any risks of loss or damage to property and/or injury to any person, including employees, agents, students contractors, or guests of Bellevue University, who use or whom Bellevue University permits to use or have access to the Campus Facilities, or who enter, participate in, or attend any meetings or events within the Campus Facilities or on any part of the College's premises, as may be operated or conducted by Bellevue University under the terms of this Agreement or otherwise. Bellevue University shall defend, indemnify and hold harmless College, its governing board of Trustees, officers, employees, administrators, and agents from and against all claims, demands, actions, causes of action, damages (including without limitation compensatory, consequential, punitive and exemplary damages), liabilities and judgments, and costs and expenses, including attorneys' fees, attributable to bodily injury, sickness, disease or death of any person or persons, environmental liabilities, or to injury to or destruction of tangible property, including loss of use and consequential damages resulting therefrom, which College may incur and which may arise out of or result in any way from the performance of this Agreement or Bellevue University's use of the Campus Facilities, including without limitation (i) any act, omission, negligence or gross negligence of Bellevue University and its employees, agents, contractors, students or guests; and (ii) any breach or negligent performance of Bellevue University's obligations under this Agreement. Provided, however, that this Agreement to indemnify and hold harmless shall not apply to the extent of claims based on the sole gross negligence or willful misconduct of College.

2. The defense and indemnification obligations of Bellevue University under this Section 7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Bellevue University under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and Bellevue University hereby expressly agrees to waive any provision of any such statute or act whereby Bellevue University could otherwise preclude its joinder as an additional defendant, or avoid liability in any action at law or in equity or otherwise, where Bellevue University's employees or their heirs, assigns or anyone else otherwise entitled to receive damages by reason of injury or death, brings an action against College.

SECTION 8 - INSURANCE REQUIREMENTS

1. As a condition of Bellevue University's use of the Campus Facilities, Bellevue University must provide the College with evidence of certain insurance coverages and limits as follows:
 - a. Bellevue University shall maintain throughout the duration of this Agreement, the insurance policies/coverages described below and issued by companies licensed in Pennsylvania with a current A.M. Best rating of A-, VII or better. At the signing of this Agreement, and prior to the commencement of the scheduled use, Bellevue University shall furnish the College with a **Certificate of Insurance** evidencing the required coverages, conditions, and limits required by this Agreement to the following address: Community College of Allegheny County, Purchasing and Contracts, 800 Allegheny Avenue, Pittsburgh, PA 15233.
 - b. The insurance policies (except Workers' Compensation) shall be endorsed to name Community College of Allegheny County, its agents, officers, employees, and volunteers as Additional Insureds with the following language or its equivalent:

Community College of Allegheny County, its trustees, officers, employees, agents and volunteers are hereby named as additional insureds for General Liability, Auto Liability, and Umbrella Liability as their interests may appear with respect to the Memorandum of Agreement dated __ (apply date of Agreement) __.

c. Insurance coverages required under this Agreement are:

- Worker's Compensation and Employer's Liability (as to Bellevue University employees only)

(a) Workers' Compensation - Statutory Limits

(b) Employer's Liability in an amount not less than:

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

- Commercial General Liability/ Umbrella Liability in amounts not less than:

\$2,000,000 General Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

\$1,000,000 Product Liability

\$3,000,000 Umbrella

- Business Automobile Liability

with a Combined Single Limit of not less than \$1,000,000 each occurrence with respect to Bellevue University's owned, hired, and non-owned vehicles.

- Professional Liability (E&O) - Provide a limit of at least \$1,000,000 including coverage for the services provided by Vendor to CCAC as outlined in the contract with CCAC. If the coverage is written on a claims-made basis, coverage shall be continued for a 2 year period beyond the termination of the contract covering the work performed under this contract or a 2-Year Tail Policy shall be purchased at the time the contract ceases.
- Cyber Coverage - Provide Network Security, Privacy and Technology Errors & Omissions Coverage at a minimum of \$1,000,000 including CCAC and its Subsidiaries as Additional Insureds as respects the services provided by Vendor for CCAC [however, no Insured v. Insured Exclusion shall apply to claims by CCAC against Vendor). If the coverage is written on a claims-made basis, coverage shall be continued for a 2 year period beyond the termination of the contract covering the work performed under this contract or a 2-Year Tail Policy shall be purchased at the time the contract ceases

d. Notice/Approval. Bellevue University shall not commence use of the Campus Facilities as provided under this Agreement until it has forwarded to College for review and approval a certificate of liability insurance evidencing the above coverages. College shall be given a minimum of 30 days' notice in the event of a material change or cancellation of any of the insurance required. The fact that Bellevue University has obtained the insurance required under this Agreement shall in no manner lessen or affect the Bellevue University's other obligations set forth in any provision of this Agreement.

e. Waiver of Subrogation. Each insurance company that participates in providing the above-stated insurances must waive all rights against Community College of Allegheny County, its affiliates and subsidiaries, all of their respective officers, directors, employees, and agents for recovery of damages to the extent these damages are covered by the above referenced insurance.

- f. Claims Made vs. Occurrence. If Claims Made coverage is provided for any required insurance, the policy retroactive date shall be effective prior to the date of this Agreement and the extended reporting period or policy renewal must provide that the policy will respond to claims made for at least 24 months after the expiration or termination of this Agreement.

SECTION 9 - MISCELLANEOUS

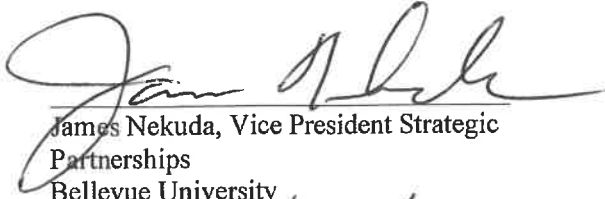
1. Accreditation. Bellevue University and the Community College of Allegheny County shall each ensure that they maintain accreditation with the appropriate regional accrediting body as respective to their institution. Each further ensures that all operations will be in keeping with the accreditation requirements of the two institutions.
2. Term / Termination. This Agreement shall be effective upon completion date of the executive signatures below and shall continue in force and effect until either party requests termination of the Agreement. Termination shall occur upon written notice by either party to the other submitted ninety (90) days prior to the termination date. Bellevue University programs in progress at the time of termination shall be permitted to run to completion for the sake of the student participants, according to the applicable requirements of Bellevue University's accrediting body.
3. Non-discrimination. Each party agrees that it does not and will not discriminate in its services or employment on the basis of race, color, religion, national origin, ancestry or place of birth, sex, gender identity or expression, perceived gender identity, sexual orientation, disability, use of a service animal due to disability, marital status, familial status, genetic information, veteran status, age or other classification protected by applicable law.
4. Limitation of Liability. In no event will the College be liable to Bellevue University for any indirect, special, incidental, exemplary punitive, treble or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill, use, or other economic advantage), whether based on breach of contract, tort (including negligence), or otherwise, and whether or not the College has previously been advised of the possibility of such damages.
5. Independent Contractors. The relationship of CCAC and Bellevue University established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner or joint venture of the other.
6. Prohibition of Assignment. Bellevue University may not assign or transfer this Agreement, either in whole or in part.
7. Governing Law. This Agreement shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions. All claims, disputes, controversies and other matters in question arising out of or related to this Agreement or any breach thereof shall likewise be determined by recourse to the courts of the Commonwealth of Pennsylvania in Pittsburgh, Pennsylvania or in the federal district court in Pittsburgh, Pennsylvania.
8. Entire Agreement. This Agreement, including any and all exhibits and/or attachments, represents the entire agreement between the parties. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by the College except as expressly stated herein.
9. Amendments. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.
10. Survival. The expiration or termination of this Agreement shall not affect the provisions of this Agreement, and the rights and obligations therein, which either: (i) by their terms state, or evidence


the intent of the parties that the provisions survive the expiration or termination of the Agreement, or (ii) must survive to give effect to the provisions of this Agreement.

11. Authority: The individuals signing below on behalf of each party hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement and that this Agreement is fully binding in accordance with its terms.

(This space left intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.


James Nekuda, Vice President Strategic
Partnerships
Bellevue University
Date 7/27/2022


Dr. Quintin Bullock, President
Community College of Allegheny County
Date 7/26/2022

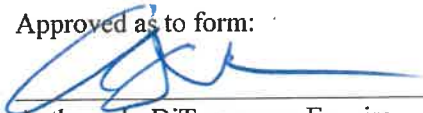
Approved as to form:

Anthony L. DiTommaso, Esquire
Vice President and General Counsel
Community College of Allegheny County

EXHIBIT A

OFFICE SPACE REQUIREMENTS

The following provisions are incorporated into the Memorandum of Agreement by reference:

1. CCAC agrees to provide dedicated office space, internet and phone service for a full-time Bellevue University Relationship Manager at an agreed upon campus location. Due to FERPA requirements, the work environment provided needs to be within an office that can be locked and student records are not in easy access to bystanders. Additionally, space needs to be available for the Relationship Manager to have private conversations with students.
 - a. Along with office space, a desk, chair and phone will be included. Office to be in move-in condition by target opening date of 90 days after the final execution date of this Agreement. CCAC to provide IT support for initial computer system set up in conjunction with office opening. Bellevue University will provide all hardware (computers and printers) and troubleshooting for such equipment through their own IT Department.
 - b. Bellevue University acknowledges that CCAC will have the right to maintain key access to each dedicated office space for its housekeeping and emergency access requirements.
2. Campus Facilities. The Campus Facilities as defined within Section 3, paragraph 4 of the Agreement and further defined in this Exhibit A shall be available to Bellevue University employees and students strictly during the College's normal operating hours in accordance with schedules established by the College.
 - a. The Campus Facilities will not be accessible to Bellevue University employees and students on College-recognized holidays and any other dates or times that the College and/or its Allegheny or South campuses are either scheduled to be closed, or are closed due to severe weather or other emergency.
 - b. Bellevue University employees and students will be responsible for proactively monitoring the College's website and/or social media outlets for alerts pertaining to any such emergency closure information and shall advise its students, employees and guests as to closures accordingly.
3. Parking Privileges. Parking passes for Bellevue University's permitted staff and eligible students will be issued through each campus' office of Safety and Security; such passes must be appropriately displayed in each person's parked vehicle. An employee-parking pass per CCAC participating campus will be made available for the Bellevue University employee(s) on a restricted

basis, the specific details of which to be further determined by each applicable campus Security Director. Violation of the College's rules pertaining to parking privileges may result in parking fines, towing of vehicles, and/or the permanent withdrawal of the violator's parking privileges, all at the discretion of the College.