

**2 + 2 Partnership**  
**Agreement between BC3 and the University of Pittsburgh- College of General Studies**

**THIS AGREEMENT** (hereinafter "Agreement") is between University of Pittsburgh - of the Commonwealth System of Higher Education (hereinafter "University of Pittsburgh"), a state-related institution of higher education, 4200 Fifth Avenue, Pittsburgh, PA 15260, and Butler County Community College (BC3) (hereinafter "BC3"), a non-profit institution of higher education, accredited by the Middle States Commission and authorized by the Pennsylvania Department of Education, 333 Market Street, Harrisburg, PA.

**WHEREAS**, the parties wish to create a seamless transition for BC3 students, BC3 graduates and residents of Butler County and the surrounding region seeking to obtain undergraduate and graduate degrees from the University of Pittsburgh.

**THEREFORE**, in consideration of these and other mutual promises and covenants and for valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, the parties agree to the following terms and conditions:

**A. Mutual Responsibilities**

1. This Agreement will cover the Administration of Justice and associated University of Pittsburgh course offerings to be mutually agreed upon by both institutions. Course requirements may, from time to time during the term of this Agreement, be amended with the mutual written consent of the Parties. The Administration of Justice will be offered at BC3's Main campus.
2. BC3 shall not contract with another higher education institution to offer the same program of study in a face to face format on the same BC3 campus. In the event that BC3 violates this provision, University of Pittsburgh reserves the right to terminate this Agreement in whole or part or to revise it accordingly in a manner which is mutually agreeable to the parties.
3. Subject to the requirements of Paragraph 4 below, BC3 students with an Associate's Degree ("graduates") admitted to the Program shall have immediate acceptance to University of Pittsburgh, and University of Pittsburgh will guarantee acceptance of all BC3 students, with above 60 credit hours as well as BC3 graduates with all the rights and privileges afforded to University of Pittsburgh students. University of Pittsburgh students attending the 2+2 Partnership Program shall have access to BC3's facilities including, but not be limited to, its library, computer laboratories, learning resources, gymnasium and parking, on the same terms as BC3 students.
4. Graduates of BC3 shall enter University of Pittsburgh as a continuing student with not less than a junior level standing. Upon the completion of the BC3 Criminology (AA) to CGS Administration of Justice (BA) Program specified in this document, a student may expect the following:

- To earn the Associate of Arts (Criminology) degree from BC3
  - To be guaranteed admission to the College of General Studies provided that:
    - An overall quality point average of 2.5 on a 4.00 scale has been attained in BC3 Criminology (AA) to CGS Administration of Justice (BA) Program coursework;
    - A 2.5 quality point average has been attained in four key courses noted in the BC3 Criminology (AA) to CGS Administration of Justice (BA) Program (Crime and Justice Systems, Juvenile Justice and Juvenile Delinquency, Criminal Law, Criminal Procedure)
    - A 2.5 quality point average has been attained in one college level English composition course and one college level algebra (or higher level of math) class.

(NOTE: Other students—those with lower quality point averages and/or fewer credits—are still eligible to apply for transfer admission. Admission decisions will be made after an individual review of each student's record.
  - All students who are part of this initiative and apply to the College of General Studies by May 1<sup>st</sup> for the following fall term and who have a minimum GPA of a 3.0 will be considered for \$1,000 scholarships. All awards will be based solely on academic merit in the University of Pittsburgh's sole discretion. All awards will be one-year scholarships and require that student enroll for a minimum of 6 credits.
5. BC3 and University of Pittsburgh warrant that they are accredited by an approved accreditation association. Both institutions will notify the other if such accreditation ceases to exist. In the event that BC3 or University of Pittsburgh is in major violation or will lose accreditation, BC3 or University of Pittsburgh may terminate this Agreement in whole or part or revise it accordingly in a manner which is mutually agreeable to the parties.
  6. Both parties will comply with the Family Educational Rights and Privacy Act, Title IX, and all associated regulations, taking necessary steps to ensure that confidential personal information is not disclosed or distributed, including maintenance of a security plan consistent with industry standards to protect the confidentiality and integrity of personal information, and to protect against unauthorized access to such information. Information will be shared, in compliance with all applicable laws and regulations, as needed to allow the College's Program students and graduates to participate in the Program and to track student interest, persistence and success.
  7. Each party will be responsible for its own licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

## B. BC3's Responsibilities

BC3 agrees to:

1. Provide University of Pittsburgh yearly opportunities to train BC3 staff and faculty as necessary to support University of Pittsburgh Program offerings to BC3's students and graduates.
2. Designate BC3 administrative, academic, student services, human resources and marketing personnel prior to agreement signing to act as liaisons to designated counterparts at University of Pittsburgh, and designate a BC3 staff member to serve as coordinator ("Coordinator") along with a designated counterpart at University of Pittsburgh.
3. Mutually discuss and work with University of Pittsburgh to allocate, change, or substitute physical space at BC3 for University of Pittsburgh to use for Program instructional support and services, Program administrative services, and for Program marketing and promotion purposes ("Assigned Premises") within two months of agreement signing. BC3 shall reserve the right to allocate, change, or substitute the Assigned Premises in any manner they may deem fit.
4. Provide staff support to University of Pittsburgh Program faculty when those faculty members are utilizing BC3's instructional technology equipment to teach Program courses at the Assigned Premises.
5. Provide shared office space identified for University of Pittsburgh through internal signage to be used for advising and meeting prospective and current students interested and enrolled in the Program within two months of agreement signing.
6. Allow access for University of Pittsburgh representatives to hold lobby tables, advising hours, open houses and classroom presentations to promote the Program on the premise of BC3.
7. Waive any fees associated with proctor tests taken by transferring students from BC3 to University of Pittsburgh.
8. Allow transferring students from BC3 to University of Pittsburgh to utilize BC3's computer labs.
9. Encourage students and faculty from University of Pittsburgh to "opt in" to BC3 alerts for early notifications regarding weather, closings and emergency situations, etc., from BC3.
10. Provide transferring students from BC3 to University of Pittsburgh who use University of Pittsburgh as their host institution for financial aid, the ability to defer payment or make a payment plan of College courses taken by the student until

University of Pittsburgh awards the student's aid package without the student being dropped from the University of Pittsburgh course or courses.

11. Waive all fees associated with a rental fee for classroom or office space.
12. Provide University of Pittsburgh faculty and staff, access to copy machines for a flat rate of One Hundred Fifty Dollars (\$150) per academic year. "Academic year" in the context of this agreement is defined as the fall and spring semester/term and may include the summer session that follows the spring term. At BC3, the fall semester begins in August/September, the spring semester begins in January, and the summer session begins in May.

### **C. University of Pittsburgh Responsibilities**

University of Pittsburgh agrees to:

1. Provide a list of required courses each year to BC3. In addition, Program instructional support and services, Program administrative services, and Program marketing and promotion.
2. Assure that BC3 students and graduates continuing their education at University of Pittsburgh can transfer credit hours and earn their baccalaureate degree from University of Pittsburgh after completing the required 120 credits in the Administration of Justice Program. The Program credit hour requirements and timeframes may be changed subject to the mutual written approval of the parties.
3. Design and deliver on-location, online, or hybrid Program courses. The Program courses shall be subject to equivalent assessment, program review, and other academic oversight afforded by University of Pittsburgh to its own on-campus programs. Any changes to the method of delivery of Program courses are subject to the mutual written approval of the parties.
4. Provide equivalent learning outcomes to BC3's students and graduates enrolled in the Program as those achieved if the students and graduates attended University of Pittsburgh campus working towards a baccalaureate or graduate degree.
5. Provide qualified faculty to teach Program courses to BC3's students and graduates enrolled in the Program.
6. When a College student or graduate takes a Program course taught by University of Pittsburgh faculty, for that respective course, charge the student tuition and fees in accordance with the BC3 and University of Pittsburgh agreed upon tuition and fee rates. University of Pittsburgh will be responsible for collecting tuition and fees from students enrolled in Program courses.

7. Provide BC3 with sufficient and timely enrollment data, as defined by the College which will allow BC3 to identify and track BC3's students and graduates enrolled in the Program.
8. Permit BC3 and its agents to enter upon and inspect, examine, repair or improve the Assigned Premises at any and all reasonable times.
9. Not make any leasehold or building improvements or additions to the Assigned Premises without first obtaining BC3's prior written approval for such improvements. All leasehold or building improvements or additions, such as network cabling or fixtures affixed to the premises, attach to the freehold and become and remain the property of BC3.
10. Inform BC3 students and graduates enrolled in a Program course that they are subject to the academic and disciplinary rules of both BC3's and University of Pittsburgh Student Codes of Conduct and must adhere to all BC3 and University of Pittsburgh policies and procedures. Any violations are subject to disciplinary proceedings and sanctions at BC3's and/or University of Pittsburgh's discretion. BC3 will share any reports or other similar information they possess regarding violations of academic or disciplinary rules with University of Pittsburgh if it pertains to a currently registered University of Pittsburgh student and is permissible under federal or state law.
11. Comply with all applicable federal, state and local laws regarding tobacco free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the services being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**D. Other Services**

The parties shall provide only those services outlined in this Agreement, however, should the parties wish to provide additional services, they may mutually agree to the type and cost of any additional services in a separate written agreement which may be attached to this Agreement as an addendum.

**E. Payment Terms**

1. Unless otherwise mutually agreed to in writing by authorized representatives of BC3, BC3 shall not be required to make any monetary payments to University of Pittsburgh for obligations set forth in this Agreement. Furthermore, University of Pittsburgh and University of Pittsburgh Program faculty shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.

2. Except as set forth herein, this Agreement shall not alter the terms and conditions, including tuition and fees, of any program articulation agreements previously entered into between University of Pittsburgh and BC3.

**F. Non-disruption**

1. University of Pittsburgh shall not knowingly and willfully take any action which would violate any contracts affecting the operations or delivery of instruction on BC3's property or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere in any way with the rights and privileges of any invitee, licensee, employee or any other person lawfully in and upon BC3's property.
2. To the extent permissible under Pennsylvania law, including but not limited to Pennsylvania's public records law, BC3 and University of Pittsburgh shall maintain confidentiality with regard to information about each other's programs, methods of delivering instruction or other trade secrets as may be discovered or communicated for the duration of this Agreement and required to execute the terms of this Agreement. This provision shall survive termination or expiration of this Agreement.

**G. Damage to the Assigned Premises**

1. If the Assigned Premises are damaged (without the fault or neglect of BC3, BC3 agents, employees, invitees or guests) such that it is wholly unfit for occupancy or use and the parties are unable to locate an alternative facility or do not enter into a contract to restore the Assigned Premises to its condition immediately prior to said damage within sixty (60) days, University of Pittsburgh shall surrender possession of the Assigned Premises to BC3 and this Agreement shall thereupon be null, void and without effect, except for obligations or duties accrued and unpaid, or as otherwise can be mutually agreed upon in writing by authorized representatives of the parties.
2. The parties will work mutually to find another location for the Program if the Assigned Premises are not available for such operation, whether temporarily or otherwise.

**H. Marketing**

1. BC3 and University of Pittsburgh shall cooperatively co-brand and co-market the Program. These may include:
  - a. Both institutions website and Program pages
  - b. Co-branded brochure
  - c. College catalogue
  - d. Course schedules
  - e. Local community publications
  - f. Media outlets
  - g. Promotional materials for first year, high school, Career & Technical Center and Tech/Prep audiences

- h. Press releases
  - i. Annual Open Houses and University of Pittsburgh registration events
  - j. College newsletters and papers for students, faculty and staff
  - k. Mass media, such as radio, billboards, Internet, etc.
  - l. Sponsorship events
  - m. Other applicable forums
  - n. Student Program associations and alumni publications
2. Each party shall, prior to the issuance of any news or press release marketing the Program, provide notification and a copy of the release to the other party.
  3. BC3 will provide internal signage of University of Pittsburgh name to promote the Agreement at BC3's facilities within two months of agreement signing.
    - a. University of Pittsburgh must adhere to BC3's signage and posting guidelines, which may be provided to University of Pittsburgh upon signing of agreement.

#### **I. Term and Termination**

1. This Agreement shall become effective on the last date signed below by an authorized representative of the parties and shall continue until terminated by either party as set forth below. BC3 may renew this Agreement on the same terms and conditions by giving written notice to University of Pittsburgh prior to expiration.
2. Either party may initiate termination of this Agreement for any reason by providing the other party written notice at least one hundred twenty (120) calendar days in advance.
3. In the event that this Agreement is terminated, University of Pittsburgh and BC3 shall continue to provide administrative, academic, instructional, and student services to then Program students and graduates until the last Program student or graduate completes his/her degree Program, which should not exceed a period of four years, or as otherwise agreed by the parties.

#### **J. Liability**

1. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and be responsible for those judgments and costs which arise from such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
2. **University of Pittsburgh Obligations.** University of Pittsburgh agrees to, and shall secure from a good and responsible company or companies licensed to do insurance business in the State of Pennsylvania, which is reasonably satisfactory to BC3, and maintain during the entire term of this Agreement:

- a. General liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) in the aggregate;
- b. Umbrella coverage over the primary coverage in Section J.2.a above, such umbrella coverage to be no less than One Million Dollars (\$1,000,000) per occurrence and no less than Two Million Dollars (\$2,000,000) in the aggregate.

**Additional Insured.** University of Pittsburgh shall provide BC3 with a certificate evidencing such coverage and naming BC3 and its Board of Trustees as additional insured. As well, BC3 shall provide University of Pittsburgh with a certificate evidencing such coverage and naming University of Pittsburgh and its Board of Trustees as additional insured.

3. **Proof of Coverage.** On securing the foregoing coverages, and prior to the commencement date of this Agreement, University of Pittsburgh shall give BC3 written notice thereof, together with a certificate of insurance evidencing the appropriate policies.

#### **K. Miscellaneous**

1. **Student Code of Conduct.** It is the intention of the parties that faculty, staff and administrators work in a mutually supportive manner to maintain proper student discipline. Students will be responsible for adhering to BC3's and University of Pittsburgh Student Codes of Conduct and Student Rights and Responsibility policies.
2. **Assessment.** The parties will conduct a periodic review of the responsibilities set forth in this Agreement. The specifications for such reviews shall be determined by mutual written agreement of the parties.
3. **Severability.** If a court of competent jurisdiction finds that any section or provision of this Agreement is illegal, unenforceable, or in conflict with any law, such section or provision shall be deemed severed from this Agreement without affecting the validity of the remainder of the Agreement.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania.
5. **Notices.** All notices or other written communications required or permitted under this Agreement will be effective when received in accordance with this sentence and



must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address set forth below (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, an additional copy addressed to each party's "Legal or General Counsel:"

For Butler County Community  
College:

Dr. Nicholas C. Neupauer  
President  
107 College Drive  
Butler, PA 16002

For University of Pittsburgh:

Dr. Patricia E. Beeson  
Provost and Senior Vice Chancellor  
4200 Fifth Avenue  
Pittsburgh, PA 15260

Dr. N. John Cooper, Dean  
Dietrich School of Arts and Sciences and  
the College of General Studies  
4200 Fifth Avenue  
Pittsburgh, PA 15260


6. **Waivers and Amendments.** The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only by a writing signed by authorized representatives of both parties.
7. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section will be null and void.
9. **No Third Party Beneficiaries.** This Agreement is not a third party beneficiary contract and confers no rights on any third party, including but not limited to students and/or employees of either party.
10. **Independent Contractors.** The parties are independent contractors, and no agency, partnership, franchise, fiduciary, joint venture, or employment relationship is intended or created by this Agreement and neither party may make any commitment on behalf of the other or inference that such a relationship exists.
11. **Complete Agreement-Integration.** Unless otherwise specifically set forth in this Agreement, this Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
12. **Compliance with the laws.** In performing their obligations under this Agreement, the parties will comply with all applicable state and federal laws and regulations

including but not limited to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Educational Rights and Privacy Act, and shall not unlawfully discriminate against any employee or student of University of Pittsburgh or BC3 on the basis of race, color, religious creed, ancestry, national origin, handicap or disability, age, sex, sexual orientation, gender identity or expression, genetic information, veteran status, marital status, family status, or other classification protected by applicable law.

13. **Counterparts: Facsimile Signatures.** This Agreement may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single agreement between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

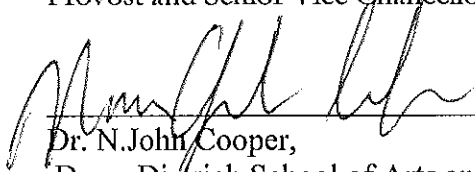
Intending to be legally bound by this Agreement, the parties sign below.

**UNIVERSITY OF PITTSBURGH**

  
\_\_\_\_\_

Dr. Patricia E. Beeson  
Provost and Senior Vice Chancellor

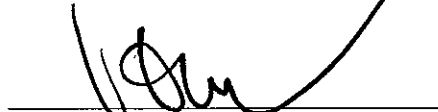
7-31-15  
Date

  
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Dr. N. John Cooper,  
Dean, Dietrich School of Arts and Sciences  
and the College of General Studies

8-19-15

**BUTLER COUNTY COMMUNITY COLLEGE**

  
\_\_\_\_\_

Dr. Nicholas C. Neupauer  
President

5/27/15  
Date