GUARANTEED COLLABORATIVE AGREEMENT
BETWEEN
EDINBORO UNIVERSITY OF PENNSYLVANIA
AND
BUTLER COUNTY COMMUNITY COLLEGE

WITNESS ETH

WHEREAS, Edinboro University of Pennsylvania (hereafter “Edinboro University”) offers various baccalaureate degrees; and

WHEREAS, Butler County Community College (hereafter “BC3”) offers various associate degrees; and

WHEREAS, both institutions desire to facilitate the transfer of students from the completion of matriculation of an associate degree at BC3 to acceptance to a baccalaureate degree major at Edinboro University; and

WHEREAS, subject to the terms of this Agreement, the student who has completed an Associate Degree with BC3 and is in good standing at BC3 shall be guaranteed admission with advanced standing at the junior level at Edinboro University.

NOW THEREFORE, Edinboro University and BC3 officially confirm the following terms of this Agreement:

1. Admission. Students may be concurrently enrolled at BC3 and Edinboro University. Students who wish to earn a baccalaureate degree from Edinboro University under the conditions of this agreement must apply and be accepted for admission to Edinboro University. Determination of admission and application of BC3 earned credits, or that were accepted by BC3 in transfer or advanced standing from other institutions, towards the Edinboro University degree will be at the discretion of Edinboro University.

Students who wish to enroll in BC3 courses will be subject to the BC3 admission requirements. Determination of admission by the appropriate BC3 officer and appeals of decisions will be processed in accordance with procedures established for BC3 students.

It is understood that admission to Edinboro University is selective and not all programs of study are open to transfer students. Edinboro University reserves the right to make the final decision on BC3 student admission to any Edinboro University program of study, in accordance with applicable and mandatory policies and procedures established by the appropriate University office. All determinations that a
BC3 student has satisfied the prerequisites for admission, and the application of credit to an Edinboro University program of study shall be made in the absolute discretion of Edinboro University.

2. Course Requirements. Students, for the awarding of their Associates degree from BC3 will complete lower division general education credits approved by Edinboro University at BC3. A list of these courses is attached hereto, incorporated herein and marked Exhibit “A”. Students will complete the remaining required credits in combination of BC3 courses, Edinboro University courses, and/or credits transferred from other accredited institutions and sources as noted within the Program Outline that is attached hereto, incorporated herein and marked Exhibit “B”.

3. Registration and Tuition. Matters concerning registration/enrollment, grade transcription, transfer of credits, student finance and student’s accounts payable will be addressed by the appropriate BC3 or Edinboro University offices, and/or “home institution”. It is assumed that a student’s home institution is BC3 for the first two years (four semesters) of this collaborative program and that Edinboro University will serve as the home institution for the last two years (four semesters). Registration and payment for classes taught by BC3 faculty will be processed through BC3 and classes taught by Edinboro University faculty will be processed through Edinboro University. Each party will set its own tuition and fee structure. Students will pay the current tuition and fees for classes originating from each respective institution.

4. Academic Policies and Requirements. The student while enrolled either at Edinboro University or BC3 shall comply with each school’s academic policies and requirements. However, the applicable academic policies/degree requirements in effect for the student will be as they exist at the time of the student’s enrollment into the program.

5. Discipline Policies. The student while enrolled either at Edinboro University or BC3 shall comply with each school’s discipline policies and requirements.

6. Financial Aid. All financial aid for which a student is eligible shall be administered by the home institution in accordance with their respective institutional participation agreements, procedures and compliance with applicable law. Each institution will monitor student eligibility and disbursement of financial aid and refunds where appropriate, as well as academic progress of students to determine ongoing eligibility for financial aid. This collaborative agreement will facilitate the transfer of information between each institutions aid office which pertains to the earning of sufficient credits, via concurrent enrollment, to demonstrate academic progress. The home institution shall be ultimately responsible for the awarding of eligible aid and no student enrolled concurrently for credit courses in both institutions may receive financial assistance from both institutions during the same academic semester.
7. **Student Support Services and Resource Sharing.** Edinboro University and BC3 will closely cooperate to implement and sustain this collaboration for the ultimate benefit of the students. The institutions shall mutually agree on the most appropriate location and method to deliver classes in a manner conducive to assuring student progress toward timely graduation. Responsibility for providing academic advising, tutorial support, library facilities, counseling, career and student services will be shared by the two parties. BC3 students will be invited to participate in activities, programs, organizations and seminars at Edinboro University which are specifically related to their chosen major. At the time that Edinboro University becomes their home institution, BC3 students will be accorded all of the rights and privileges offered to native students with similar credit hour accumulation at Edinboro University including but not limited to participation in the financial aid programs, student counseling and advising and other student services.

8. **Promotion of Collaboration.** Each institution will assume the financial responsibility for appropriate advertising of the partnership to reach their targeted student populations. Each party may publicize this collaborative agreement at its own discretion in an accurate and truthful manner. Each institution authorizes the other to identify each as an institutional partner on their respective websites and print publications. Matters pertaining to public relations for each institution will be addressed by the appropriate office or individual at each respective institution. No release of information affecting the other party will be made without consultation between parties.

9. **Advisement.** Both institutions agree to provide each student enrolled in the collaborative program with counselors and academic advisors that will provide them with guidance pertaining to the requirements of the baccalaureate program. The parties will jointly produce written guides to advise students of the collaborative opportunity and protocol established hereunder and to assist students accordingly. Additionally, Edinboro University will provide written material to BC3 for ongoing dissemination of information to students who express interest in the partnership.

10. **Cancellation Provision.** This agreement shall be effective upon execution by both parties and all necessary Commonwealth officials. Either party may terminate this agreement at any time without liability or obligation to the other party. In the event that this collaborative agreement is terminated, Edinboro University commits that BC3 students who are at any stage of their associate degree studies and have been pre-admitted to Edinboro University shall be entitled to pursue transfer to EUP under normal articulation protocols, provided they maintain full-time registration.

11. **Accreditations.** Implementation and interpretation of this agreement will be consistent with applicable and mandatory policies and procedures established by the appropriate accreditation bodies, the United States Department of Education, and other agencies that have jurisdiction over the operation of either institution. Both institutions shall maintain their respective individual accreditation and this agreement shall be binding only so long as that accreditation is maintained by both parties. Both agree to notify the other in the event of changes to their accreditations.
12. **FERPA.** Both institutions recognize that they are bound to comply with the Family Educational Rights and Privacy Act of 1974 (Buckley Amendment) in the administration of student records and personal information for individuals enrolled in their institutions through this collaborative agreement. Edinboro University and BC3 will develop, maintain and share records of students admitted into the admissions program, to the extent permitted by law and only as necessary.

13. **Notification and Communication:** Edinboro University and BC3 will regularly communicate on changes to admission and candidacy requirements, curriculum requisites, third party standards for accreditation and licensure, as well as any other relevant issues. Both institutions agree to communicate the conditions of this agreement to their respective stakeholders, external and internal. In addition to the ongoing responsibilities for notification, communication and cooperation established herein, BC3 and Edinboro University will review this agreement every academic year and will make reasonable adjustments and amendments as deemed appropriate for the improvement of the transfer process and student matriculation to graduation.

14. **Anti-discrimination.** The institutions agree to continue their respective policies of nondiscrimination based on 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 the Americans with Disabilities Act.

15. **Applicable Law.** The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

16. **Term and Renewal of this Agreement.** The term of this Agreement shall be five years from the date of execution. This Agreement may not exceed a period of five years. This Agreement shall only be modified in writing with the same formality as the original Agreement.

17. **Independent Contractors.** The relationship between the Institutions 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.

Neither of the Institutions shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the Institutions do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the Pennsylvania State System of Higher Education or the University.
18. Notice. In the event of breach or suit, the following will be served with notice via first class mail or overnight commercial carrier:

BC3:

Edinboro University:

Legal Notices: Vice President of Finance and Administration
Edinboro University of Pennsylvania
Edinboro, PA 16444
(814) 732-2585

Programmatic Notices: Provost
Edinboro University of Pennsylvania
Edinboro, PA 16444
(814) 732-2729

19. Force Majeure. Neither institution shall have liability for any failure to perform or delay in performance due to any circumstance beyond its reasonable control, such as but not limited to fire, flood, work stoppage or strikes, loss of the use of a building or buildings due to construction or maintenance problems, acts of God and the like.

20. Entire Agreement. This Agreement represents the entire understanding between the Institutions. No other oral understandings or promises exist in regards to this relationship.
IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned representatives of the parties, Edinboro University of the Pennsylvania State System of Higher Education and Butler County Community College, have executed this Agreement on the dates indicated:

For Edinboro University of Pennsylvania

[Signature]
Dr. Pearl Bartelt
Date

For Butler County Community College

[Signature] 8.5.2008
Dr. Nicholas Neupauer
Date

APPROVED AS TO FORM & LEGALITY:

[Signature] 4.29.08
University Legal Counsel

[Signature] 9.16.08
Office of Attorney General

[Stamp] SEP 08 2008

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