

Memorandum of Understanding
Between
Bellevue University
And
Bergen Community College

Bellevue University ("Bellevue") and Bergen Community College ("College") hereby establish a Memorandum of Understanding ("MOU") to facilitate the terms of an educational partnership between the two institutions.

SECTION 1 - PURPOSE

1. This memorandum between Bergen Community College located at 400 Paramus Rd, Paramus, NJ, 07652 and Bellevue University located at 1000 Galvin Road South, Bellevue, NE 68005, is for the purpose of allowing local students to gain enhanced access to upper division undergraduate programs.
2. This memorandum defines the nature of the relationship and responsibilities between Bellevue and the College. 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 memorandum are any Exhibits that detail particular requirements or obligations.

SECTION 2 - TRANSFER QUALIFICATIONS

1. Bellevue requires that transfer students obtain an Associate's degree, or approximately 60 credit hours prior to transfer. All applicants not meeting these standards will be referred to the College 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 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 in order to receive their Preliminary Transfer Credit Evaluation (PTCE). The PTCE will outline credit transfer 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. 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. Bellevue University Outreach Managers will be allowed access to various contacts within the partner institution for presentation and recruitment purposes. Those contacts will include, but are not limited to faculty, students, advisors, managers and other school personnel.
2. The College agrees to install directional signage as logical and appropriate to increase awareness of the Bellevue office. Signage will also be placed at the door or entrance to Bellevue office area.
3. The College agrees to provide Bellevue students and Bellevue staff residing in the local area access to library services and computers in the College library.
4. In the event of any agreed upon shared marketing effort, the College will provide updated logos for the production of co-branded promotional material. The College reserves the right to review in advance any information including, but not limited to, websites, cobranded web portals, and in-print marketing publications.
5. 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 your campus in areas that are under our control for educational purposes. Crime statistics for those areas under our control and during our times of control will need to be provided to Bellevue 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, 2014, the crime statistics for 2013 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 will provide a Bellevue University Outreach Manager to be housed on the College main campus in order to facilitate student enrollment, relationship management with the partner institution, 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 College admissions department for additional coursework completion.
3. Bellevue will create and maintain a co-branded microsite to provide the students information relevant to transfer requirements, partnership agreements, and additional information as agreed upon by the partner institution.
4. Annual updates will be provided by Bellevue to the College outlining curriculum changes and additions, non-curriculum information updates, and student transfer information relevant to the partner institution.

5. Fellowship grants will be established for the College employees who are seeking a Bellevue undergraduate or graduate degree. Full-time Bergen Community College employees will be awarded a one thousand dollar (\$1000) grant toward a degree program at Bellevue. Part-time Bergen Community College employees will be awarded a five hundred dollar (\$500) grant toward a degree program at Bellevue. 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 Bergen Community College Human Resources department will be required before the fellowship grant can be applied to the student's account.
6. Bellevue will establish a transfer grant fund the College transfer students seeking a Bellevue undergraduate degree. The total amount of the grant fund will not exceed \$5,000 per academic year in total disbursements and will be exclusive to and divided among the College transfer eligible students.
7. Bellevue will maintain all transcript records for BU coursework, as well as handle the processing and administration of all Bellevue student transactions.
8. Bellevue will be responsible for hiring, training, and evaluating the performance of all Bellevue employees located at the College location. In the event of a complaint or concern related to a Bellevue employee, please contact the Premier Partnerships Director at (402) 557-5040.

SECTION FIVE- ACCREDITATION

1. Bellevue and the College will ensure that they maintain accreditation with the appropriate regional accrediting body and ensure that all operations will be in keeping with accreditation requirements of the two institutions.

SECTION SIX – EXCHANGE OF STUDENT INFORMATION

1. Bellevue and the College agree to exchange transfer information for the purpose of monitoring and enhancing student academic success. The information may also be used to enhance curricular offerings. Each Institution shall share student information with the other in accordance with FERPA and any state and local laws including those of the regional accrediting association, the Middle States Commission on Higher Education. In particular, Bellevue will provide yearly statistical and global data to the College related to the achievement of transfer students from the College: GPA, success in course completion after the first semester. This provision shall survive the termination or expiration of this agreement.

SECTION SEVEN – INDEMNIFICATION

1. Bellevue agrees to defend, indemnify and hold harmless the College and its directors, trustees, officers and employees from and against any and all claims, liabilities, damages, losses and expenses to the extent caused by the Parties negligent acts, errors, intentional acts or omissions of Bellevue and/or its employees or agents in the performance of their services, duties and responsibilities under this Agreement.

2. To the extent applicable by law, the College agrees to defend, indemnify and hold harmless Bellevue and its regents, trustees, officers and employees from and against any and all claim, liabilities, damages, losses and expenses to the extent caused by the Parties negligent acts, errors, intentional acts or omissions of the College and/ or its employees or agents in the performance of their services, duties and responsibilities under this Agreement.
3. Each Party agrees that it shall give the other Party prompt notice of any claim, threatened or made, or suit instituted against it that could result in a claim for indemnification above.
4. Both parties agree that in the event that indemnification is sought under this provision, the Party seeking indemnification shall furnish the indemnifying Party, upon request, all information and assistance available to the indemnified Party for defense against any such claim, suit, or demand.

SECTION EIGHT - TERM

1. This Agreement will become effective upon the execution of signatures by the responsible authority for each institution and will last for a maximum of three (3) years, after which time both institutions will undertake renegotiation of the agreement. Bellevue and the College agree to provide written notice of at least one full academic year in advance of termination.

SECTION NINE - BREACH AND TERMINATION

1. In the event of a breach or default of any material term or condition of this Agreement by either Party, the non-defaulting Party shall promptly notify the other Party, in writing, of the alleged breach and the other Party shall promptly take all reasonable steps necessary to cure the alleged breach. If, after a period of thirty (30) days, the Party to whom the written notice of breach was sent has not cured or taken reasonable steps to cure the alleged breach, or otherwise remedied the situation to the reasonable satisfaction of the non-defaulting Party, the non-defaulting Party may suspend its performance under the Agreement in whole or in part, or immediately terminate the Agreement as it deems appropriate under the circumstances.
2. Termination shall occur upon written notice by either party to the other submitted ninety (90) days prior to the termination date.
3. Bellevue University programs in progress at the time of termination shall be permitted to run to completion for the sake of the student participants. Should this Agreement be terminated, students enrolled in the Program at the College will be permitted to complete all remaining degree requirements on Bellevue's campus or via its online delivery.

SECTION TEN - NONDISCRIMINATION

1. The parties to this Agreement shall comply with all applicable laws and shall not discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion, marital status, disability, sexual orientation, gender identity or expression, pregnancy, genetic information, domestic partnership or civil union status, atypical hereditary cellular or blood trait, AIDS and/or HIV status, genetic information, service in the Armed Forces of the United States, status as a disabled veteran or as a veteran of the Vietnam era or any other protected category under Federal or State Law.

SECTION ELEVEN - MERGER

1. This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire Agreement between the parties.

SECTION TWELVE - NOTICE

1. Whenever written notice is required or permitted to be given by one Party to the other, it shall be deemed to be sufficiently given three (3) days after deposit in the United States mail with the proper postage affixed by certified mail, return requested, as follows:

For Bergen Community College
Dr. B. Kaye Walter, President
Bergen Community College
400 Paramus Road
Paramus, NJ 07652

For Bellevue University.
Dr. Mary Hawkins, President
Bellevue University
1000 Galvin Road South
Bellevue, NE 68005

SECTION THIRTEEN - MODIFICATION

1. This Agreement may only be modified by written instrument and signed by parties to this Agreement.

SECTION FOURTEEN - NO CONSTRUCTION AGAINST DRAFTSPERSON

1. This Agreement shall be deemed to have been drafted jointly by counsel for their respective parties hereto, and there shall be no inference drawn against any party as a result of their participation in the drafting of this Agreement.

SECTION FIFTEEN - SEVERABILITY

1. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

SECTION SIXTEEN - WAIVER

1. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement. A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or another terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

SECTION SEVENTEEN - COUNTERPARTS

1. This Agreement may be executed in any number of counterparts, which taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

SECTION EIGHTEEN - GOVERNING LAW

1. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Contract shall be in the Superior Court of New Jersey, Law Division in Bergen County, New Jersey, and consent to same, without regard to conflicts of laws principles.

SECTION NINETEEN - HEADINGS

1. The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION TWENTY - ENTIRE AGREEMENT

1. This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto. Notwithstanding anything contained herein, and without prejudice to the right and ability of the parties to enter into any other shared services agreements with other public, non-profit or private entities or school districts, in the event any party enters into any such other shared services, or other agreement(s) during the term of this Agreement, the terms and conditions provided in this Agreement shall not be amended, altered or affected in any way except by mutual written agreement of the Parties.

SECTION TWENTY-ONE – AUTHORITY TO BIND

1. The Undersigned represent that they have the requisite authority to sign this Agreement on behalf of their respective parties.

This MOU shall be effective upon executive signatures below and any necessary state approvals that may be required and shall continue in force and effect until either party requests amendment or termination of said MOU.

Bellevue University

By: Mary Hawkins
Dr. Mary Hawkins, President

Date: 2/19/2016

BERGEN COMMUNITY COLLEGE

By: B Kaye Walter
Dr. B. Kaye Walter, President

Date: 1/6/2016