



BELLEVUE UNIVERSITY CAMPUS@WORK COLLABORATION AGREEMENT

This Collaboration Agreement (this "Agreement") is made effective as of the date fully executed below (the "Effective Date") by and between Manhattan Area Technical College located at 3136 Dickens Ave Manhattan, KS 66503("Company"), and Bellevue University, a Nebraska nonprofit corporation ("BU") located at 1000 Galvin Road, Bellevue, NE 68005.

RECITALS

WHEREAS, BU, located in Bellevue, Nebraska, is a not-for-profit higher education institution founded in 1966 and is accredited by The Higher Learning Commission (hlcommission.org) that develops and deploys strategic educational partnerships for various entities; and

WHEREAS, the Company and BU desire to collaboratively develop and deploy a strategic educational relationship program for Company's employees;

NOW, THEREFORE, in consideration of the above, recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, and sufficiency of which hereby acknowledged, the parties agree as follows:

1. SERVICES

- 1.1. Services BU Provides to Company. BU hereby agrees to develop and deploy the Campus@Work Program tuition assistance program ("Campus@Work Program") for Company's Eligible Students (as defined below), along with the following additional services (collectively, the "Services"):
 - 1.1.1. Campus@Work Program. including Campus@Work tuition assistance funds, as further described below in Section 1.2.
 - 1.1.2. Web Portal. BU will provide, and Eligible Students (as defined below) will have access to, a web portal ("Web Portal ") for access to information on BU educational programs. Eligible Students must apply through the Web Portal to be eligible for the Campus@Work Program and Campus@Work Funds (as defined below).
 - 1.1.3. Articulation of Training: Optionally, BU will assess current Company training programs upon request for possible college credit at BU where applicable.
 - 1.1.4. Designated Representatives. BU will assign an account team member to coordinate its Services with the Company. Company will assign a designated coordinator as Company's designated representative.
 - 1.1.5. Meetings: BU and Company agree that their respective designated representatives will generally meet quarterly or as otherwise agreed to collaborate on the success of the Campus@Work Program and implement changes as mutually agreed upon.
 - 1.1.6. Reporting. BU will collaborate with Company to evaluate the results, and from time to time, the progress of the Campus@Work Program.
 - 1.1.7. Promotion. Promotion and communication of the program is essential for success. BU and Company will collaborate to promote and communicate the Program to

employees. BU and Company will mutually agree upon a plan to communicate with Company employees on a recurring basis. All messaging to employees will take place through existing Company communication channels as further described below.

1.2. Campus@Work Program

1.2.1. Campus@Work Program Overview. The Campus@Work Program provides tuition assistance to Eligible Students for degree programs offered by Bellevue University and does not replace the training and development opportunities offered by Company.

1.2.2. Tuition Assistance Benefits. Subject to the limitations below, Eligible Students will receive up to \$5,250.00 per year in Campus@Work tuition assistance funds from BU ("Campus@Work Funds"). Campus@Work Funds provided by BU are in addition to any tuition assistance provided by Company.

1.2.3. Tuition Assistance Limitations. Campus@Work Funds may only be used toward the cost of BU tuition and fees and does not cover the cost of textbooks, supplies, room and board, or any other costs. After federal grants, scholarships, and corporate tuition assistance are applied, Bellevue University will contribute Campus@Work Funds. All corporate tuition assistance funds, federal/state grants, and other third-party payments (scholarships, other grants, etc.) must be fully utilized and exhausted prior to Campus@Work Funds being applied. Upon corporate tuition assistance and other funds listed above being exhausted for the calendar year, Campus@Work Funds are applied for Eligible Students who are full-time employees of Company up to a maximum of \$2,625.00 each academic term (as defined in the Bellevue University Academic Catalog), for a total annual maximum of \$5,250.00 per calendar year; for Eligible Students who are part-time employees of Company, up to a maximum of \$2,625.00 each academic term, for a total annual maximum of \$5,250.00 per calendar year; and, for Eligible Students who are the family members (as defined below) of a Company employee up to maximum of \$1750.00 per academic term, for a total annual maximum of \$3,500.00 per calendar year. Campus@Work Funds are non-refundable. No other Bellevue University scholarships or discounts will apply.

For illustration purposes, Campus@Work Funds are applied to the student financial statement in the following order:

- i. Total tuition and fees amount due
- ii. Minus any Federal or State Grant Funds (Pell, SEOG, etc.) if applicable
- iii. Outside Scholarships
- iv. Minus corporate tuition reimbursement amount.
- v. Campus@Work Funds are applied to the account upon corporate tuition assistance being exhausted for the calendar year.
- vi. Any remaining amounts due are payable by the Eligible Student.

1.2.4. Eligible Students. Company's current full-time and part-time employees and their immediate family members who enroll as students at BU ("Eligible Students") will be eligible to receive Campus@Work Program Funds from BU as described in this Agreement and subject to the limitations contained herein.

1.2.4.1. For purposes of this program, "immediate family member" means an employee's spouse, children, parents, and siblings.

- 1.2.4.2. In order to receive Campus@Work Funds, Eligible Students must apply (i) via the designated Web Portal or (II) via telephone by calling 1-866-827-8467 and speaking with an enrollment counselor.
- 1.2.4.3. In order to be eligible for Campus@Work Funds, each undergraduate participant must complete an annual FAFSA (Free Application for Federal Student Aid) application.
- 1.2.4.4. Active full-time student status must be maintained for the duration of the program in order to be eligible for Campus@Work Funds. For purposes of this program, "active full-time student status" means that students must have a full-time enrollment status as defined in the Bellevue University Academic Catalog. Students that fall below active full-time status will no longer be eligible for Campus@Work Funds.
- 1.2.4.5. In order to remain eligible, Eligible Students must meet the following academic standards:
 - 1.2.4.5.1. Undergraduate students must have a cumulative grade point average of 2.0 or higher in courses taken at Bellevue University; and have a grade point average of 2.5 or higher in the major area courses.
 - 1.2.4.5.2. Graduate students must have an overall GPA of 3.0 or higher.
- 1.2.5. Eligible Courses. Undergraduate or graduate for-credit programs taken at Bellevue University are eligible for the Campus@Work Program, including Doctoral programs. Courses may be taken on campus or through online course offerings. Audited courses are not eligible for the education benefit.
- 1.2.6. Requirements of Students. Company understands their Eligible Students will be treated as regular students while enrolled at BU and, unless otherwise agreed between BU and such Eligible Student, will be subject to the same policies and procedures, and have the same rights and obligations, as other students enrolled at BU.
- 1.2.7. Campus@Work Tuition Rates. Campus@Work tuition rates may be found at www.bellevue.edu, which may be revised annually on July 1st, at BU's sole discretion.
- 1.2.8. Deferred Payment. BU will defer payment due dates of tuition and fees for 45 days from the end of class/session. If a student receives financial aid, the balance owed to BU will be taken out of the financial aid disbursement prior to any refund. The student is solely responsible for all tuition and fees due. Enrollment in future classes/sessions may be impacted until all outstanding balances are paid in full.
- 1.2.9. Direct Billing. Optionally, and upon Company's request, BU will provide direct billing to the Company for payment of tuition assistance funds on behalf of Eligible Students. This assists the employee with improved cash-flow management.
- 1.3. Promotional Activities. The parties agree to work together to promote the Campus@Work Program to Company's employees. Each party shall perform such promotional activities in compliance with all applicable laws and regulations. Each party shall bear its own costs and expenses associated with its respective promotional activities or other obligations set forth herein.
 - 1.3.1. Collaborative efforts between BU and Company to promote the Campus@Work Program include the following:
 - 1.3.1.1. Company will utilize internal communication channels (as determined by Company in its sole discretion) to promote the Campus@Work Program. Such channels may include but not be limited to email, text, posters,

- brochures, flyers, Company intranet, employee meetings, Company social networks and chat rooms, and other communications channels;
- 1.3.1.2. The parties will collaborate to deliver webinars, seminars, and education fairs at their own expense.
- 1.3.1.3. The use of Company and BU logos and photos on materials, subject to the limitations and conditions specified in Section 3 below;
- 1.3.1.4. The parties will designate an executive sponsor of the Campus@Work Program to maintain consistency in communication throughout the Term of the Agreement;
- 1.3.2. Company will actively promote the Campus@Work Program and the incentives offered by BU to Company employees beginning with the launch of the Campus@Work Program and quarterly thereafter to coincide with BU's four enrollment terms of Fall, Winter, Spring and Summer during the Term of the Agreement.
- 1.3.3. Company will develop a public announcement promoting the Campus@Work Program, with assistance from BU. Both parties will utilize their respective own media channels in good faith, including social media to maximize the exposure of the public announcement.
- 1.3.4. BU will develop and produce, at its sole expense, the Web Portal and marketing materials to be used to promote the Campus@Work Program to Company employees, in collaboration with Company.

2. TERM AND TERMINATION

- 2.1. Term. The term of this Agreement (the "Term") shall commence upon the Effective Date of this Agreement and shall continue for an initial term of three (3) years (the "Initial Term") unless earlier terminated or otherwise extended in accordance with the provisions of this Agreement. Thereafter, this Agreement will automatically renew for subsequent renewal terms of one (1) year (each a "Renewal Term") unless either party provides written notice to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term.
- 2.2. Termination.
 - 2.2.1. Either party may terminate this Agreement without cause, upon sixty (60) days' prior written notice to the other party.
 - 2.2.2. Either party may terminate this Agreement effective immediately upon written notice to the other party if: (i) the other party dissolves, becomes insolvent, or makes a general assignment for the benefit of its creditors; (ii) a voluntary or involuntary petition or proceeding is commenced by or against the other party under federal, state or foreign bankruptcy laws; or (iii) the other party becomes insolvent, is unable to pay its debts as they become due or ceases to conduct business in the normal course. Termination of this Agreement under this Section will be without prejudice to any other remedy which may be available to a party under applicable law.
 - 2.2.3. Additionally, BU may immediately terminate this agreement if the provisions of this Agreement are found or alleged to violate any law, regulatory requirement, government agency requirement, or accrediting body requirement.
 - 2.2.4. In the event of expiration or termination of this Agreement, all Eligible Students who are enrolled at BU and receiving Campus@Work Funds under this Agreement at that time shall be allowed to complete the then-current academic term (as defined in the BU Academic Catalog) and shall be allowed to utilize Campus@Work Funds through the end of the academic term in which the expiration or termination date occurs. The expiration or termination of this Agreement shall have no impact on students' academic status or ability to continue

their education at BU; however, Eligible Students will no longer be eligible for Campus@Work Funds following expiration or termination of this Agreement except as described in this section.

2.2.5. Except for those obligations in Section 2.2.4, upon termination of this Agreement, the obligations of each respective party owed under this Agreement will immediately cease, and each party shall return to the other party (or destroy upon written request) any Pre-Existing Materials (as defined below) of such other party.

3. INTELLECTUAL PROPERTY

3.1. Mutual Trademark License. Each party hereby grants to the other party a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable license, to use, display, reproduce and publish, its corporate name, trademarks, service marks, and/or trade names (including logos) (collectively, the "Trademarks"), solely in connection with promotional activities for the Campus@Work Program, as contemplated in this Agreement; provided, that such party must obtain the other party's prior written consent for each such use, which consent may be given via email notwithstanding the notice provisions herein. Each party represents and warrants that it possesses all rights necessary for the granting of the foregoing license. All rights of each party to its respective Trademarks not explicitly granted herein, are reserved by the granting party. All use of the Trademarks, and all goodwill arising out of such use, shall inure to the sole benefit of the party with ownership of the Trademarks. A Party must immediately cease use of the other party's Trademarks upon request.

3.2. Ownership of the Materials. All pre-existing materials, including, but not limited to all text, images, graphics, logos, illustrations, photographs, video, audio, and other materials, as well as the designs, icons, layout, "look and feel," and all other graphical elements, all code and software of the websites and/or web portals, if applicable, and all copyrights, trademarks, service marks, domain names, trade names, patents, and other intellectual property rights in any of the foregoing owned/controlled by a party as of the Effective Date ("Pre-Existing Materials") shall at all times remain the property of such party.

4. LIMITATION OF LIABILITY AND WARRANTY

4.1. Limitation of Liability. EXCEPT IN CONNECTION WITH SECTION 5 HEREOF, NEITHER PARTY NOR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT/THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

4.2. Warranty. NEITHER BU, NOR ANY ENTITY DIRECTLY OR INDIRECTLY CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH BU, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, MAKES ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIALS OR SERVICES PROVIDED BY BU HEREUNDER, ALL OF WHICH ARE BEING PROVIDED "AS IS." BU EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS, EXPRESS OR IMPLIED, THAT ARE NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, INTEGRATION, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTY STATEMENTS OR REPRESENTATIONS ALLEGEDLY MADE ON BEHALF OF BU BY ANY OTHER PERSON OR ENTITY ARE VOID.

5. CONFIDENTIALITY

- 5.1. Personal Information of Students. BU protects the privacy of personally identifiable information of students and education records in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 CFR Part 99, and other applicable privacy laws. Company understands and agrees that BU will not disclose personally identifiable information of students or education records, as those terms are defined under FERPA, (hereinafter collectively "Personal Information of Students") to Company or any other third party except in accordance with FERPA.
- 5.2. Confidential Information Defined. The term "Confidential Information" shall mean any and all non-public information or proprietary materials in every form and media not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either party (the "Disclosing Party") to the other party (the "Receiving Party") or that is otherwise obtained by a party because of its participation in this Agreement that has been identified as confidential, or that by its nature and/or the nature of the circumstances surrounding its disclosure ought reasonably to be treated as confidential.
- 5.3. Confidentiality. Except as expressly permitted herein, each party agrees that it will not use Confidential Information of the other party other than for performing its obligations under this Agreement and will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary and confidential information, to prevent the disclosure of Confidential Information of the other party, other than to its employees, advisors and actual or potential lenders and investors, or to its other agents who must have access to such Confidential Information for such party to perform its obligations hereunder, who will each agree to comply with this Section. Notwithstanding the foregoing, either party may disclose Confidential Information to the extent required or reasonably advised to be disclosed by law; provided that, to the extent allowed by law, such party promptly notifies the other party of such disclosure requirement to the other party and reasonably cooperates with the Disclosing Party in seeking an appropriate protective order, or otherwise waive compliance with the provisions of this Section. In any event, the Receiving Party may only disclose the Confidential Information which it is legally compelled to disclose.

6. MISCELLANEOUS

- 6.1. Governing Law. This Agreement is to be construed in accordance with and governed by the laws of the State of Nebraska without regard to choice of law rules. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state (or, if there is federal jurisdiction, the applicable federal) courts in and for Sarpy County, State of Nebraska, U.S.A., and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts.
- 6.2. Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the express written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.3. Independent Contractors. The relationship of Company and BU established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner, or joint ventures of the other.
- 6.4. Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money) will not be considered a breach of this Agreement if such delay is caused by a labor dispute; shortage of materials or labor; fire; earthquake; flood; war or other armed conflict; act of terrorism; plague, epidemic, pandemic, outbreak of infectious disease or any other public health crisis; or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances,

to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

- 6.5. Notice. Except as otherwise provided in this Agreement, any notice required or permitted to be given under this Agreement shall be validly given, made, or served if in writing and delivered by a nationally recognized overnight courier service (i.e., FedEx or United Parcel Service), by United States certified or registered first class mail, postage prepaid with return receipt requested. Notice may also be sent by email in lieu of hard-copy notice to the email addresses, if any, set forth below. Hard-copy notices are deemed to be received on the date delivered. Notices sent via email are deemed to be received when they enter the recipient's mail server. Addresses for notices (unless and until written notice is given of any other address):

<p>If to BU: James Nekuda, Vice President, Strategic Partnerships Bellevue University 1000 Galvin Road Bellevue, NE 68005 Email: nekuda@bellevue.edu</p>	<p>If to Company: Dr. James Genandt President Manhattan Area Technical College 3136 Dickens Ave Manhattan, KS 66503 Email: JamesGenandt@manhattantech.edu</p>
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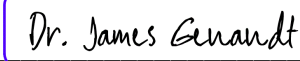
- 6.6 Survival. The rights and obligations contained in Sections 1.2.6, 2.2.4, 2.2.5, and 3 through 5 shall survive any termination or expiration of this Agreement.
- 6.7 Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior communications, understandings, and agreements, written or oral. This Agreement may be modified only by a written agreement signed by both parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision specified in this Agreement shall be invalid under any applicable law, the invalid provision, or portion thereof, shall be struck and the remainder, if any, shall be deemed enforceable to the extent permitted under applicable law, and the remaining provisions of this Agreement shall be given effect in accordance with their terms. Nothing in this Agreement is intended or will be construed to give any person (other than Company and BU) any legal or equitable right, remedy, or claim under this Agreement or any provision hereof. The captions or headings of the Sections of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 6.8 Counterparts. The parties may execute this Agreement and exchange counterparts by electronic transmission (whether by facsimile, PDF, email, or other electronic transmission) and the receipt of such executed counterparts shall be binding on such parties and shall be construed as originals. A facsimile, email, or other electronically delivered signature shall be deemed to constitute original signatures. In the event that counterparts of this Agreement are executed and exchanged by electronic transmission, the parties shall promptly exchange original versions of this Agreement, but failure to do so shall not affect the binding nature of the same.

IN WITNESS WHEREOF, the parties have executed this Collaboration Agreement effective as of the day and year first above written.

Bellevue University

Manhattan Area Technical College

James Nekuda


Dr. James Genandt

VP Strategic Partnerships

President

11/17/2025

Date

Date

1.

Eligibility	Your Current Benefit	Campus@Work Benefit	New Annual Benefit
Full-Time Employee	\$0	Up to \$5,250	Up to \$5,250
Part-Time Employee	\$0	Up to \$5,250	Up to \$5,250
Employee Family Member	\$0	Up to \$3,500	Up to \$3,500

**After federal grants, scholarships, and corporate tuition assistance are applied, Bellevue University will contribute Campus@Work Funds. All corporate tuition assistance funds, federal/state grants, and other third-party payments (scholarships, other grants, etc.) must be fully utilized and exhausted prior to Campus@Work Funds being applied. Upon corporate tuition assistance and other funds listed above being exhausted for the calendar year, Campus@Work Funds are applied for Eligible Students who are full-time employees of Company up to a maximum of \$2,625.00 each academic term (as defined in the Bellevue University Academic Catalog), for a total annual maximum of \$5,250.00 per calendar year; for Eligible Students who are part-time employees of Company, up to a maximum of \$2,625.00 each academic term, for a total annual maximum of \$5,250.00 per calendar year; and, for Eligible Students who are the family members (as defined below) of a Company employee up to maximum of \$1,750.00 per academic term, for a total annual maximum of \$3,500.00 per calendar year. Campus@Work Funds are non-refundable. No other Bellevue University scholarships or discounts will apply.*