

MEMORANDUM OF UNDERSTANDING

This AGREEMENT (hereinafter "Agreement") is entered into the First (1st) day of March, 2018 by and between California Baptist University (hereinafter "University" or "CBU") and Mt. San Jacinto College ("MSJC"). CBU and MSJC may be referred to individually as "Party" or collectively as "Parties."

The purpose of this Agreement is to define how CBU will offer its courses at a reduced tuition rate to MSJC employees and how MSJC will provide opportunities to CBU to promote and recruit their employees subject to the terms and conditions of this Agreement.

The Parties Mutually Agree:

A. This Agreement is effective as of March 1, 2018 and shall terminate three (3) years from that date, unless previously terminated by either Party. The Parties may renew this Agreement upon mutual written consent. Any extension to or amendment of the terms of this Agreement shall be in writing and signed by both Parties.

B. Either Party may terminate this Agreement, with or without cause at any time, by giving the other Party thirty (30) days' written notice.

C. CBU shall waive application fees and offer a **ten percent (10%)** *tuition* scholarship to eligible MSJC employees who attend classes online, at CBU's main campus or at a CBU Education Service Center. CBU shall waive application fees and offer a **thirty percent (30%)** tuition scholarship to MSJC employees who participate in a cohort hosted at a MSJC facility or a fully online cohort. Participants in a cohort hosted at a MSJC facility or in a fully online cohort must be enrolled in a minimum of twelve (12) units per semester at the undergraduate level or nine (9) units per semester at the graduate level to receive the thirty percent (30%) tuition scholarship. The tuition scholarship applies only to tuition, and no other fees (other than the application fee) will be discounted. The tuition discounts apply provided that student accounts remain current. The scholarship may not be combined with other institutional aid.

D. The scholarship and academic programs shall remain in place for students in good standing who maintain continuous enrollment, regardless of their employment status with MSJC or the dissolution of the partnership between CBU and MSJC. MSJC employees currently or previously enrolled at CBU may not seek retroactive discounts or scholarships for tuition or fees paid prior to verification of their eligibility.

MSJC employees who complete one degree at CBU and wish to pursue another must be re-verified by MSJC as an eligible employee.

E. Students wishing to enroll at CBU will be required to apply for admission and be accepted in accordance with CBU's existing admission requirements and processes. It is the *sole* responsibility of the MSJC employee to notify CBU of their intent to request the application fee waiver and scholarship. Failure to do so *before the last day to add a class* will result in ineligibility.

F. All degree and credential programs are eligible; however, CBU reserves the right to modify these programs, price, offerings or curriculum at any time.

G. Employees of MSJC may apply for Federal student loans the same as other students attending classes at CBU.

H. MSJC will incur no financial obligation to CBU other than those it may voluntarily assume in connection with tuition reimbursement directly to the student(s). Students will otherwise be personally responsible to CBU for payment of fees and tuition.

I. Policies stated in the University Catalog and Student Handbook shall apply to MSJC employees.

J. CBU shall defend, indemnify and hold MSJC, its officers, agents and employees harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of CBU, its officers, agents or employees.

K. MSJC shall defend, indemnify and hold CBU, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of MSJC, its officers, agents or employees.

L. MSJC shall provide opportunities for the University to market this tuition discount and related program offerings to their employees via emails, posters, brochures, information sessions, staff meetings, and other opportunities deemed appropriate. MSJC is not responsible for guaranteeing that a certain number of employees avail themselves of this opportunity.

M. Miscellaneous Provisions

1. Authority. The undersigned individuals hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and each party represents that this Agreement constitutes a legal and binding obligation of the Parties.

2. Severability. It is agreed that if any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then so long as such determination shall not affect any other material provisions of this Agreement and continue to allow this Agreement to be performed in the reasonable expectations of both Parties, then this Agreement and all such other provisions shall remain in full force and effect.

3. Notices. Any notice required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such Party set forth below:

**MT. SAN JACINTO COLLEGE
CONTACT INFORMATION:**

Mt. San Jacinto College
1499 N. State Street
San Jacinto, CA 92583
Attn: Janet McCurdy
Articulation Officer
Tel: (951) 487-3280
Email: jmccurdy@msjc.edu

CBU CONTACT INFORMATION:

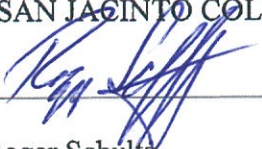

California Baptist University
10370 Hemet Street
Riverside, CA 92503
Attn: Ted Meyer
Dean of Enrollment Services
Tel: (951) 343-3909
Email: tmeyer@calbaptist.edu

4. Complete Agreement. This Agreement represents the Parties' final and complete agreement, and this Agreement shall supersede all other understandings, discussion and/or agreements between the Parties with regard to the subject matter in the Agreement.

5. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California and in effect at the time of the execution of this Agreement.

6. Counterparts. The Parties agree that separate copies of this Agreement be signed by each of the Parties to the Agreement and these copies will have the same force and effect as if the original had been signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

MT. SAN JACINTO COLLEGE	CALIFORNIA BAPTIST UNIVERSITY
By 	By 
Dr. Roger Schultz	Mark Howe
President/Superintendent	Vice President for Finance and Administration