

## MEMORANDUM OF UNDERSTANDING

This AGREEMENT (hereinafter “Agreement”) is entered into the Seventh (7th) day of August 2024 by and between California Baptist University (hereinafter “University” or “CBU”) and Mt. San Jacinto Community College District (“District”). CBU and District 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 District employees and how District 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 August 7, 2024, and shall terminate three (3) years from that date, unless previously terminated by either Party. The Parties may renew this Agreement upon mutual consent. Any extension of the term 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. Subject to the terms of this MOU, CBU shall waive application fees and offer District employees the following tuition discounts:

1. Traditional Undergraduate On-Campus Programs. All students enrolled in a traditional on-campus undergraduate program shall be eligible to receive a twenty percent (20%) tuition discount;
2. Fully Asynchronous Online Undergraduate Degree Programs. All students enrolled in a fully online asynchronous format undergraduate program shall be eligible to receive a twenty percent (20%) tuition discount; and
3. Graduate Programs. All students enrolled in a graduate program (including graduate or doctoral degree) delivered on-campus or online format shall be eligible to receive a twenty percent (20%) tuition discount.

The tuition discount 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 discounts may not be applied to the University's RN to BSN, MS in Physician Assistant Studies, MS in Speech Language Pathology or Doctor of Psychology programs or be combined with other discount offers or other institutional aid.

D. The tuition discounts described herein shall remain in place for students in good standing who maintain continuous enrollment, regardless of their employment status with District or the dissolution of the partnership between CBU and District. 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.

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

E. Students wishing to enroll at CBU will be required to apply for admission and be accepted in accordance with the CBU's existing admission requirements and processes. It is the *sole* responsibility of the District 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. CBU reserves the right to modify programs, price, offerings or curriculum at any time.

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

H. District 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 District employees.

J. CBU shall defend, indemnify and hold District, 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. District 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 District, its officers, agents or employees.

L. District 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. District 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 COMMUNITY  
COLLEGE DISTRICT CONTACT  
INFORMATION:**

Mt. San Jacinto Community College  
District  
41888 Motor Car Parkway  
Temecula, CA 92591  
Attn: Michael Beckham  
Interim Vice President of Business  
Services  
Tel: (951) 487-3011  
Email: [mbeckham@msjc.edu](mailto:mbeckham@msjc.edu)

**CBU CONTACT INFORMATION:**

California Baptist University  
10370 Hemet Street  
Riverside, CA 92503  
Attn: Ron Hawkins  
Director of Business and Educational  
Partnerships  
Enrollment Services  
Tel: (951) 343-5230  
Email: [rhawkins@calbaptist.edu](mailto:rhawkins@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.

END – SIGNATURE PAGE FOLLOWS

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

<p>MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT</p> <p>By <u></u> <small>Michael Beckham (Aug 21, 2024 08:17 PDT)</small></p> <hr/> <p>Michael Beckham Interim Vice President of Business Services</p>	<p>CALIFORNIA BAPTIST UNIVERSITY</p> <p>By <u></u></p> <hr/> <p>Mark Howe Senior Vice President for Finance and Administration</p>
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