

SHARED SERVICES AGREEMENT

THIS **SHARED SERVICES AGREEMENT** (this “**Agreement**”) is made as of _____, 2019, by and between San Joaquin Valley College (“**SJVC**”), a division of San Joaquin Valley College, Inc. (“**SJVCI**”) and Santa Barbara Business College (“**SBBC**”), a division of **SJVCI**.

RECITALS:

A. **SJVCI** operates postsecondary proprietary schools, including but not limited to **SJVC** and **SBBC**, and through **SJVC**, has the capability to provide certain administrative, academic, and student facing services for **SBBC**.

B. **SJVC** is willing to provide certain services (as defined below) (“**Shared Services**”) to **SBBC**; and

C. **SBBC** is willing to receive the **Shared Services** from **SJVC**.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.	<u>SERVICES</u>
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SJVC shall provide, or cause to be provided, specific administrative, academic, and student facing services to **SBBC** as may be requested by **SBBC** from time to time, which consist of those **Shared Services** set forth in **Schedule A**.

2.	<u>FEE</u>
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The fees due **SJVC** from **SBBC** for providing the **Shared Services** shall be established, from time to time, by the mutual agreement of the parties. All fees are subject to review and revision on a periodic basis. The fees are to be charged monthly, unless otherwise agreed to by the parties hereto.

3.	<u>TERM</u>
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The initial term of this **Agreement** shall be for a period of one year (the “**Initial Term**”). Thereafter, the term shall automatically renew for successive one-year periods (collectively with the Initial Term, the “**Term**”). This **Agreement** may be terminated by either party upon providing thirty (30) days prior written notice to the other party. In the case of termination of this **Agreement** by either party, **SBBC** will be liable for all charges for **Shared Services** provided by **SJVC** to **SBBC** through the effective date of termination, including a prorated portion of any monthly fee due hereunder.

[Remain der of Page Left Intention ally Blank]4.	<u>STANDARD OF CARE; WAIVER OF CLAIMS; INDEMNITY</u>
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a)	<u>STANDARD OF CARE</u>
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In performing the services under this **Agreement**, **SJVC** shall at all times act in good faith and in a manner which it believes to be in or not opposed to the best interests of **SJVC** and **SBBC**.

b)	<u>WAIVER OF CLAIMS</u>
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Notwithstanding anything to the contrary contained in this **Agreement** or provided by law, to the maximum extent permitted by law, **SBBC** hereby unconditionally and irrevocably waives all claims and causes of action against **SJVC** (and its shareholders, officers, directors and employees), of every kind and character, including claims and causes of action for loss of or injury to business and property, caused by or deriving from any act or omission of **SJVC** (or its shareholders, officers, directors and employees) under this **Agreement**, including acts and omissions constituting negligence or gross negligence, except for such acts or omissions of **SJVC** made or omitted in bad faith.

c)	<u>INDEMNITY</u>
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Each party agrees to protect, defend, hold harmless and indemnify (as such, the “**Indemnifying Party**”) each other party, its successors, assigns, directors, officers, employees and any members of the governing boards of **SJVC** and **SBBC** and their respective representatives (each, an “**Indemnified Party**”) from and against any and all claims, demands, actions, liabilities, damages, losses, fines, penalties, costs and expenses including reasonable attorneys’ fees (collectively the “**Claims**”), of any kind whatsoever including, without limitation of the foregoing, those relating to actual or alleged death of or injury to persons and damage to property, actually or allegedly, directly or indirectly, arising or resulting from or connected with: (a) any Claims against an Indemnified Party arising out of services or procedures provided by or through the Indemnifying Party pursuant to this **Agreement**; (b) the omission or commission of any act, lawful or unlawful, by the Indemnifying Party or its agents or employees, whether or not such act is within the scope of the agency or employment of such agents or employees; (c) the failure of the Indemnifying Party to comply with any applicable law, ordinance, rule or regulation, and; (d) inquiries and/or investigations by any federal, state or local governmental organization.

5.	<u>NO THIRD PARTY BENEFITS</u>
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This **Agreement** has been entered into for the sole benefit of **SBBC** and in no event shall any third-party beneficiaries be created thereby except as otherwise required pursuant to Title IV.

6.	<u>INDEPENDENT CONTRACTOR</u>
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SJVC is and will remain at all times an independent contractor of **SBBC** in the performance of all **Shared Services**. **SJVC** shall hire, discharge and supervise all persons it deems necessary to carry out **SJVC**’s duties under this **Agreement**. Such persons shall be deemed to be employees of **SJVC** or of their respective companies, as applicable, and not of **SBBC**. Such party shall be solely liable for payment of such employees’ wages and benefits, as applicable, and for compliance with all applicable federal, state and local laws, rules and regulations relating to labor relations, terms, conditions and hours of employment, including civil rights laws, state unemployment compensation laws, worker compensation laws, and

withholding of income tax laws.

7. CONFIDENTIALITY

The parties agree that all information provided pursuant to this **Agreement** by each party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) is confidential and proprietary (“**Confidential Information**”) and **Receiving Party** shall not use any Confidential Information for any purpose other than as permitted or required for performance under this **Agreement**. Except as otherwise provided herein, **Receiving Party** agrees not to disclose or furnish any Confidential Information to any third party without the prior express written consent of the **Disclosing Party** and to take all reasonable measures, including, without limitation, measures taken by **Receiving Party** to safeguard its own Confidential Information, to prevent any such disclosure by its employees, or agents. Nothing provided herein shall prevent **Receiving Party** from disclosing information which (i) becomes public through no breach hereof; (ii) is received from a third party without restriction; (iii) is independently developed by it without any of the information obtained in connection with this **Agreement**; (iv) is disclosed pursuant to a requirement of law; or (v) is already known to it. Notwithstanding the foregoing, **SJVC** may disclose any information that it, in its sole discretion, deems necessary or appropriate for purposes of complying with its public disclosure obligations or that relates to communications with investors, accreditors or regulatory agencies.

8. NOTICE

Any notice required under this **Agreement** shall be in writing and shall be deemed to have been duly served if mailed, postage prepaid, by certified or registered mail, return receipt required, to the party at the following addresses:

If to **SJVC**: San Joaquin Valley College
 Attn: Nick Gomez, College President
 3828 W. Caldwell Avenue
 Visalia, CA 93277

If to **SBBC**: Santa Barbara Business College
 Attn: College President
 5300 California Avenue
 Bakersfield, CA 93309

Either party may change the address to which subsequent notice by the other must be sent by serving notice of the new address to the other party in the manner described in this paragraph.

9. SEVERABILITY

This **Agreement** shall be construed in its entirety and shall not be divisible, except that if a court of competent jurisdiction declares any provision hereof invalid or unenforceable as written, it is the desire of the parties that such provision or provisions be reformed, if possible, by

referring to the remaining provisions hereof so as to most closely approximate the intent of the parties, and the other provisions hereof shall remain valid and enforceable as written.

10. SUCCESSORS AND ASSIGNS

Subject to the availability of the personnel of **SJVC**, the rights and obligations of the parties hereto under this **Agreement** shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. **SJVC** hereby expressly reserves the right to assign or delegate to any third party its rights or obligations hereunder, which assignment or delegation may be effected without notice to **SBBC**; provided, however, that if **SJVC** assigns to a third party its rights to receive payments of the Fee as described in Paragraph 2 above, then **SJVC** shall notify **SBBC** of such assignment sufficiently prior thereto.

11. PERFORMANCE

Neither **SBBC** nor **SJVC** shall be responsible for delays, failures or constraints in performance resulting from acts beyond its control, including, but not limited to, acts of God, strikes, riots, acts of war, fire, communication line failures, or power failures. It is further agreed that the responsibility for performance if the duties stated herewith to be limited to those periods subsequent to the commencement of this **Agreement**. It is agreed that the resolution of any audits for program reviews for periods prior to the commencement of this **Agreement** will be the sole responsibility of **SBBC**. If work is required to correct deficiencies occurring in work performed prior to the Effective Date of this **Agreement**, **SJVC** will submit a separate proposal to resolve these deficiencies.

12. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

13. COUNTERPART EXECUTION

This **Agreement** may be executed in counterparts, and when copies of this **Agreement** are executed by all parties hereto, it shall constitute but one **Agreement**, binding upon all parties hereto.

14. GOVERNING LAW

This **Agreement** shall in all respects be governed by and construed in accordance with the laws of the State of California, except as to its conflicts of laws provisions.

15. CAPTIONS

The captions used in this **Agreement** have been inserted for convenience and reference only and shall not be deemed to limit or define the text of this **Agreement**.

16. ENTIRE AGREEMENT

This **Agreement** and the schedules attached hereto contain the entire agreement of the

parties. It is an agreement entered on the date hereof and supersedes all prior agreements and understandings, either written or oral, between the parties concerning the subject matter of this **Agreement**. This **Agreement** may not be changed orally, but only by an agreement in writing signed by each party to this **Agreement**.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, effective as of the date referenced above.

SAN JOAQUIN VALLEY COLLEGE, a division of San Joaquin Valley College, Inc.		
By:		
Name:		Nick Gomez
Its:		College President
SANTA BARBARA BUSINESS COLLEGE, a division of San Joaquin Valley College, Inc.		
By:		
Name:		
Its:		College President

SCHEDULE "A"

SHARED SERVICES

Please mark all boxes that apply.

		<u>Administrative Services</u>
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SJVC shall provide administrative supervision to **SBBC's** faculty in connection with **SBBC's** academic instruction of its students. **SJVC** shall perform reviews of **SBBC's** faculty and prepare reports on the academic performance of **SBBC's** faculty to **SBBC** and/or any accrediting agency as requested.

		<u>Career Services</u>
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SJVC shall provide **SBBC** with Career Services assistance for its current and former students, including career guidance and career research assistance, job placement assistance and internship opportunities. **SJVC** shall also plan and organize virtual job fairs and other related assistance related to the job search process for the students of **SBBC** and provide any requested training to the employees of **SBBC** relating to the provision of Career Services advice.

		<u>Academics and Student Services</u>
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SJVC shall provide advice and assistance to **SBBC's** faculty and administrators in connection with its course and curriculum development. **SJVC** shall also provide such services as **SBBC** shall request regarding other student services. **SJVC** shall provide training, make recommendations and provide technical assistance regarding student record keeping and registrar functions, faculty development, student retention, and accreditation compliance.

		<u>Student Accounts</u>
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SJVC shall provide training and consulting services to **SBBC** employees related to the financial aid process, policy development, financial aid applications and awards, access to financing alternatives, account collections, and compliance as well as such assistance as requested in processing financial aid awards.