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# Memorandum of Understanding

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This AGREEMENT (hereinafter "Agreement") is entered into the 18th day of November 2020 by and between California Baptist University (hereinafter "University" or "CBU") and San Joaquin Valley College (SJVC). CBU and SJVC may be referred to individually as "Party" or collectively as "Parties".

The purpose of this Agreement is to define the intent of both parties to enter into a mutually beneficial agreement under the conditions here outlined for the purpose of enrolling students of SJVC in CBU academic programs.

As a partner with CBU, SJVC offers equitable opportunities along with its other college and university partners to promote and recruit SJVC students for enrollment into CBU academic programs.

## **The Parties Mutually Agree:**

A. This Agreement is effective as of November 18, 2020 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, or amendment to 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 **thirty percent (30%)** tuition scholarship to eligible graduates, former students, or students of SJVC (eligibility to be verified by SJVC upon request) who participate in the "Fast Track to Success Program" and attend cohort classes online. Participants in the "Fast Track to Success Program" must be enrolled in a minimum of twelve (12) units per semester at the undergraduate level to receive the **thirty percent (30%)** tuition scholarship. Should the student drop below twelve (12) units per semester at the undergraduate level, the tuition scholarship will be reduced to **ten percent (10%)**. 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 discounts and scholarship described herein does not apply to the University's RN to BSN program and 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 status with SJVC or the dissolution of the partnership between CBU and SJVC. Students currently or previously enrolled at



CBU may not seek retroactive discounts or scholarships for tuition or fees paid prior to verification of their eligibility.

Graduates, former students, or students of SJVC who complete one degree at CBU and wish to pursue another must be re-verified by SJVC as an eligible graduate, former student, or student.

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 SJVC graduate, former student, or student 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. All admitted students shall have an educational plan created by CBU with all approved transferable courses identified and posted to their CBU records. CBU shall accept students with an Associate's Degree for Transfer (ADT) pending they meet the other admissions requirements including GPA. CBU shall also waive all general education course work (with the exception of the English and Christian Studies requirements) for those with an ADT, IGETC or CSU Certified Associates degree.

F. CBU reserves the right to modify these programs, price, offerings or curriculum at any time.

G. Unless otherwise negotiated, classes and programs will be held online to encourage and support both Parties commitment to providing lifelong learning to students.

H. Graduates, former students, or students of SJVC may apply for Federal student loans the same as other students attending classes at CBU.

I. SJVC will incur no financial obligation to CBU other than those it may voluntarily assume. Students will otherwise be personally responsible to CBU for payment of fees and tuition.

J. Policies stated in the CBU University Catalog and Student Handbook shall apply to graduates, former students, or students of SJVC. These policies pertain to graduation requirements, academic honesty, withdrawal, re-enrollment, grade disputes and other policies important to all students undertaking degree work at CBU.

K. CBU shall defend, indemnify and hold SJVC, 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.

L. SJVC 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 SJVC, its officers, agents or employees.

M. SJVC shall provide opportunities for the University to market this tuition discount and related program offerings to their graduates, former students, or students including on-site

information meetings, education fairs and advertisements in college publications, website links and other means of promotion that SJVC deems appropriate. During the pendency of the coronavirus pandemic, meetings and fairs may be delivered through virtual format.

N. The following programs are eligible for consideration for the "Fast Track to Success Program" for Fullerton College:

Major	Degree
Accounting	BS
Business Administration	BA
Concentration in Logistics and Operations	
Concentration in Management	
Christian Ministries	BA
Communication Studies	BA
Computer Information Technology	BS
Criminal Justice	BS
Cyber Security	BS
Early Childhood Studies	BA
Emphasis in Early Childhood Intervention	
English	BA
Graphic Design and Digital Media	BA
Healthcare Administration and Management	BS
Human Services	BA
Kinesiology	BS
Liberal Studies	BA
Emphasis in English	
Emphasis in Human Development	
Emphasis in Kinesiology	
Emphasis in Social Science	
Marketing	BS
Network Administration and Management	BS
Organizational Leadership	BA
Psychology	BA
Public Health	BS
Public Administration	BA
Public Relations	BA
Sociology	BA
Sport, Recreation and Fitness Management	BA

#### O. 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:

**SAN JOAQUIN VALLEY COLLEGE  
CONTACT INFORMATION:**

San Joaquin Valley College  
3828 West Caldwell Avenue  
Visalia, CA 93277  
Attn: Sue Smilie Montgomery  
Director of Institutional Partnerships  
Tel: (559) 802-0050  
Email: [sues@sjvc.edu](mailto:sues@sjvc.edu)

**CBU CONTACT INFORMATION:**

California Baptist University  
10370 Hemet Street  
Riverside, CA 92503  
Attn: Merritt Robinson  
Dean of Enrollment Services  
Tel: (951) 343-3912  
Email: [merobinson@calbaptist.edu](mailto:merobinson@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, including the Prior MOU, 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.

SAN JOAQUIN VALLEY COLLEGE	CALIFORNIA BAPTIST UNIVERSITY
By <u>Sue Smilie Montgomery</u> Sue Smilie Montgomery Director of Institutional Partnerships	By <u>Mark Howe</u> Mark Howe Vice President for Finance and Administration