

AGREEMENT FOR EDUCATIONAL SERVICES AND SCHOLARSHIPS

BETWEEN

SAN JOAQUIN VALLEY COLLEGE

AND

NATIONAL UNIVERSITY



This Educational Services Scholarship Agreement (hereinafter "AGREEMENT") is entered into the 1st day of November, 2016, by and between National University (hereinafter "UNIVERSITY") and San Joaquin Valley College (hereinafter "SJVC"). UNIVERSITY and SJVC may be referred to individually as "PARTY" or collectively as "PARTIES".

The purpose of this AGREEMENT is to define how the UNIVERSITY will offer employees, students, and alumni of SJVC, a scholarship based on the cost of UNIVERSITY'S courses. This AGREEMENT shall apply to courses offered at any UNIVERSITY campus and/or online, with the exception of pre-licensure Nursing and Radiation Therapy programs. The AGREEMENT will apply to fourteen SJVC Campuses: Northern CA (Modesto, Rancho Cordova), Central CA (Bakersfield, Delano, Fresno, Fresno-Aviation, Hanford, Madera, Visalia), and Southern CA (Lancaster, Ontario, Temecula, San Diego, Hesperia).

The PARTIES mutually agree:

- A. This AGREEMENT is effective as of November 1, 2016, and shall terminate upon the 90-day written notice of either PARTY, with or without cause. The PARTIES agree that termination of this AGREEMENT will not affect the scholarships of then-currently enrolled SJVC employees, students, or alum.
- B. UNIVERSITY shall provide to any SJVC employee, student, or alum of SJVC a "SJVC SCHOLARSHIP," which at all times will equal 15 percent of the course tuition rate in existence at the time of registration for that course. The 15 percent scholarship is guaranteed, but only applies to the then-current tuition, and does not apply to any other fees or charges. For each SJVC employee, student, or alum enrolled as a student at the UNIVERSITY, the 15 percent guaranteed scholarship will remain in force and effect for the duration of the student's academic time at the UNIVERSITY, notwithstanding the termination of this AGREEMENT, provided the student does not miss two or more consecutive academic periods. All applicants will receive an application fee waiver.
- C. The PARTIES agree and acknowledge that tuition for courses may increase or decrease over time, and that the SJVC SCHOLARSHIP will proportionately increase or decrease with any change in UNIVERSITY tuition.

- D. SJVC employees, students, or alum wishing to enroll as students at the UNIVERSITY will be required to apply for admission and be admitted in accordance with the UNIVERSITY'S existing admission requirements and processes for undergraduate and graduate level coursework. Upon presentation of a properly authorized release, SJVC agrees to verify the employment, student, or alumni status of SJVC employees, students, and alumni who are applicants to, and students at, the UNIVERSITY. With the exception of its pre-licensure nursing and radiation therapy programs, all degree and credential programs offered at the UNIVERSITY are eligible for the guaranteed scholarship available pursuant to this AGREEMENT; however, the UNIVERSITY reserves the right to modify these programs, offerings or curriculum at any time.
- E. SJVC employees, students, and alum may apply for federal student loans, external scholarships, and other forms of student financial assistance in the same manner as students attending classes at the UNIVERSITY.
- F. SJVC agrees that SJVC will list UNIVERSITY as one of its higher education partners, and use reasonable efforts to help UNIVERSITY recruit and retain SJVC scholars, including offering UNIVERSITY information to new SJVC employees, students, and alum located at SJVC, to provide similar opportunities to distribute UNIVERSITY information at any college career fair or similar events. It is specifically agreed SJVC will incur no financial obligation to the UNIVERSITY. SJVC employees, students, or alumni who are students at the UNIVERSITY will be required to acknowledge and will be required to be personally responsible to the UNIVERSITY for payment of fees and tuition.
- G. UNIVERSITY 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 the UNIVERSITY, its officers, agents or employees.
- H. SJVC shall defend, indemnify and hold the UNIVERSITY, 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.
- I. Miscellaneous Provisions
- a) 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.
- b) Severability. The PARTIES agree 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.

- c) Notices. Any notice required or permitted to be provided under this AGREEMENT shall be in writing and shall be deemed to have been duly served 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:

SJVC NOTICES:

Sue Smilie-Montgomery
San Joaquin Valley College
3828 West Caldwell Ave.
Visalia, CA 93277

UNIVERSITY NOTICES:

Randy C. Frisch, Esq.
Vice Chancellor, Business
11355 North Torrey Road
La Jolla, California, 92037

- d) Complete Agreement. This AGREEMENT represents the PARTIES' final and complete agreement, and this AGREEMENT shall supersede all other understandings, discussion and/or agreements, either oral or in writing, between the Parties with regard to the subject matter in the AGREEMENT.
- e) 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.
- f) 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.

My signature below indicates that I have read, understand, and agree to the terms of this AGREEMENT.

FOR SAN JOAQUIN VALLEY COLLEGE:

Signature: _____

Name: _____

Title: _____

Date: _____

Sue Smilie Montgomery
Sue Smilie Montgomery
Dir of R + D
10-31-16

FOR NATIONAL UNIVERSITY:

Signature: _____

Name: _____

Title: _____

Date: _____

DAVE G. LAWRENCE
Vice Chancellor, Finance

11/9/16

