



Mt. San Jacinto College

School Contact: Dr. Peter Zografos
Director, School of Nursing
28237 La Piedra Road
Menifee, CA 92584
951-639-5568

Chamberlain Contact: Debbie Lewandowski
Senior Healthcare Development Specialist
3005 Highland Parkway
Downers Grove, IL 60515
949-633-7181

Education Agreement

This Education Agreement is entered into by and between Mt. San Jacinto College its affiliates, subsidiaries and related corporations (hereinafter referred to as the "School") and Chamberlain University and shall become effective as of the date of the last signature (effective date). This Agreement enables Institution's employees faculty or graduates who enroll in Chamberlain College of Nursing's online programs or Chamberlain College of Health Professions online programs to receive a waiver of the application fee normally required by Chamberlain University and incorporates all current and future programs offered by Chamberlain University in California. In addition, Chamberlain has the ability to offer customized group start options that are designed to encourage Institution's employees to advance their degree.

School Responsibilities

1. During the term of this Agreement, the School will assist Chamberlain in organizing informational events to communicate the opportunities available through this agreement to all eligible graduates, employees and faculty on a quarterly basis. The opportunities can include, but are not limited to, information/education sessions, workshops, seminars/speakers, webinars, lunch and learns and engaging the graduating classes. The School will also provide opportunity for Chamberlain to be included in any electronic communication about the partnership via a linked microsite partner page, e-letter, partnership posters and e-blasts.
2. This Agreement has an initial term of one (1) year. Thereafter, this Agreement will automatically renew on a year-to-year basis for up to two (2) additional one-year terms, unless either party gives the other party a minimum of thirty (30) days prior written notice of non-renewal. Notwithstanding the foregoing, either party may terminate this Agreement for good cause at anytime.

Chamberlain's Benefits, Terms and Conditions

3. Institution's employees, faculty or graduates who enroll in and attend the Chamberlain RN to BSN Degree Completion Option, RN-BSN to MSN, Master of Science in Nursing (MSN), Graduate Certificate, Doctor of Nursing Practice (DNP) or Master of Public Health (MPH) and all non nursing graduate online programs will be charged tuition at a group specific rate of Chamberlain's then prevailing tuition rate applicable to those online programs. The Chamberlain program and group specific tuition rate applicable to each program are set forth in Exhibit A. Exhibit A is subject to change at Chamberlain's sole discretion. The group specific tuition rate will not apply until the first session start after the execution of this Agreement. For current tuition and fees, please refer to chamberlain.edu/tuition. This Agreement applies to all of Institution's employees, faculty or graduates who are Chamberlain students, whether new or continuing.
4. Non-tuition expenses such as books and fees that may be charged to students by Chamberlain are not subject to the group-specific pricing. No credits or repayments shall be made for any graduates, employees or faculty already enrolled at the time this Agreement becomes effective. School's graduates, employees and faculty are subject to all other admission requirements as set forth in the respective Chamberlain catalogs, addenda and other materials.
5. School's graduates, employees and faculty will be required to complete a standard, formal application for enrollment, the Institution Education Partner (IEP) Eligibility form and sign an enrollment agreement. Admissions will be based on the same defined criteria established by Chamberlain for all students.



6. Neither party is allowed to use the other party's name, tradename, trademark or logos in publicity releases, advertising or social media without first securing prior written consent from the other party for each use.
7. The relationship established under this Agreement shall be that of a contractor and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venturer or partner of the other. Neither party shall have authority to contract for or bind the other in any manner.
8. Upon termination of this Agreement, the limited licenses set forth in this section will immediately terminate and each party shall (i) cease all such aforementioned use; and (ii) discard, destroy or delete any printed and electronic materials containing the name, tradename, trademark, or logo of the other party. Neither party shall use the name, tradename, logo, or trademark of the other party in any way that would cause confusion in the public mind as to the relationship between the parties and, except for the limited license set forth in this section, neither party shall by virtue of this Agreement gain any right, title, or interest in any name, tradename, trademark, or logo of the other party. This section shall survive termination of this Agreement for any reason.
9. Indemnity and Limitation of Liability
 - a. Chamberlain will indemnify and hold harmless School from any damages or expenses caused solely by Chamberlain's use of School's name, trade names, trademarks, and logos or failure to comply with the requirements regarding termination of this Agreement as provided in paragraph 8. Chamberlain will have no duty to defend and allegations will not trigger the Chamberlain's duty to indemnify defense costs. Chamberlain shall have no obligation to indemnify School for any damages or expenses School incurs arising out of School's negligence, acts or omissions. In the event that School enters a settlement with a third-party, Chamberlain will have no obligation to indemnify School for the settlement or other expenses.
 - b. School will indemnify and hold harmless Chamberlain from any damages or expenses caused solely by School use of Chamberlain's name, trade names, trademarks, and logos or failure to comply with the requirements regarding termination of this Agreement as provided in paragraph 8. School will have no duty to defend and allegations will not trigger the School's duty to indemnify defense costs. School shall have no obligation to indemnify Chamberlain for any damages or expenses Chamberlain incurs arising out of Chamberlain's negligence, acts or omissions. In the event that Chamberlain enters a settlement with a third-party, School will have no obligation to indemnify Chamberlain for the settlement or other expenses.
 - c. Chamberlain hereby disclaims all warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Chamberlain's aggregate maximum liability arising from or in any way related to this articulation (whether in contract, tort, strict liability or otherwise) shall not exceed One Thousand Dollars (\$1,000). In no event will Chamberlain be liable for any indirect, consequential, incidental, special or punitive damages of any kind.
10. In the case this Agreement is terminated for any reason by either party, no additional School graduates, employees or faculty will be eligible for the Program benefits. Students currently enrolled at the time of termination will (i) receive the group-specific tuition rate for one session following the then current session; and (ii) be informed by the Chamberlain admissions services team via e-mail that their group-specific tuition rate will be eliminated after one term following the then current session.
11. This Agreement contains the entire and complete understanding of the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions or offers, whether written or oral. This Agreement may not be modified, altered, or amended except by a written instrument signed by both parties. Any provision of this Agreement which is found to be illegal or invalid shall be severed and removed from this Agreement and shall not affect the legality or validity of the remaining provisions.



CHAMBERLAIN UNIVERSITY
National Management Office | 3005 Highland Parkway, Downers Grove, IL 60515 | 888.556.8226 | chamberlain.edu
Please visit chamberlain.edu/locations for location specific address, phone and fax information.

12. In the event of any dispute between the parties regarding the terms of this Agreement or the obligations of a party hereunder, all such disputes shall be referred to binding arbitration by a single arbitrator (mutually agreed upon by the parties) under the arbitration rules of the American Arbitration Association. This Agreement shall be governed and construed according to the laws of the State of Illinois without regard to any choice of law provision.

AGREED BY:

Chamberlain University

Larry Vensey

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Larry Vensey
Vice President Enrollment Management

Date

Mt. San Jacinto College

[Signature]

Dr. Peter Zografos & Signature
Director, School of Nursing

6/15/2017

Date

Mt. San Jacinto College

[Signature]

Dr. Roger Schultz, Ph.D
Superintendent/President

6/22/17

Date



Exhibit A

Chamberlain Program

Group Specific Percentage

RN-BSN Completion Program	10%
RN-BSN to MSN	10%
Master of Science in Nursing (MSN)	10%
Doctor of Nursing Practice (DNP)	10%
Master of Public Health (MPH)	10%