

Mt. San Jacinto College

DUAL ENROLLMENT RN TO BSN AGREEMENT

National University

This Dual Enrollment Agreement (“Agreement”) is effective as of Monday, June 1, 2017 by and between the Mt. San Jacinto College (“District”), a California community college district and political subdivision of the State of California, and **National University** (“University”), a nonprofit, private higher education institution and an affiliate of the National University System. District and University are also referred to collectively as the “Parties” and individually as “Party.”

RECITALS

A. WHEREAS, District is a California community college district in the State of California;

B. WHEREAS, District provides general education, and pre-licensure/clinical nursing courses for transfer to the University program; and University provides the upper division general education and nursing courses for the Baccalaureate Degree Nursing program; and

C. WHEREAS, District acknowledges that its participation in said program is strictly voluntary and can be withdrawn at any time.

NOW, THEREFORE, in consideration of the General Responsibilities hereinafter set forth, the Parties hereto do hereby agree as follows:

1. General Responsibilities of District.

A. The District Nursing Program will announce formation of alliance with University to its graduates, entering, and currently enrolled nursing students.

B. The District Nursing Program will announce the offering of newly developed dual enrollment option into University’s Bachelor of Science in Nursing RN Completion (RN to BSN) Program or courses to District’s graduates, newly admitted, and currently enrolled nursing students on a semester basis.

C. The District Nursing Program will establish a link between District’s website and the customized welcome page at University’s website.

D. Outreach to District graduates and currently enrolled nursing students by University may take the form of internet links to University’s website, flyers or e-flyers (created by University) distributed to graduates and currently enrolled students through appropriate channels, articles published in District newsletters (semi-annually), onsite opportunities (i.e.

District Education/Career Fairs, District Events), profiling in District Nursing Program newsletters, and other activities as appropriate.

E. The District Nursing Program will offer University at least the same marketing opportunities afforded to other District educational partners.

F. District Nursing Program will ensure that all students seeking to participate in the University dual enrollment RN to BSN program opportunity will meet the mutually established academic prerequisites. The District Nursing Director will provide a required letter of support for District Nursing students selected to participate in the dual enrollment program.

G. District will work with University to identify eligible students in District Nursing Program to ensure that only eligible students continue to participate in dual enrollment program.

2. General Responsibilities of University.

A. University agrees to offer qualifying District dual enrollment students, identified as eligible students completing their second, third, or fourth semester studies in the District Nursing program, the opportunity to enroll in SOC 350, HTM 310 and BST 322 in accordance with the terms outlined in this Agreement.

B. University will provide graduates and dual enrolled students of the District Nursing Program who enroll in University after the effective date of this Agreement with a fifteen percent (15%) scholarship ("Scholarship").

C. University will provide District with information and materials on University programs, both hard copy and electronically, including the catalog.

D. University will assign support personnel to help facilitate interaction among University, District, and District graduates regarding financial aid, scholarships, counseling, admissions, and RN to BSN program requirements.

E. University agrees to evaluate District student transcripts in a timely manner and to provide the maximum appropriate transferable credit. A maximum of thirty-one and a half (31.5) quarter units of upper division elective units may apply toward the RN to BSN program if a student has passed the NCLEX examination.

F. University agrees to provide District information on the number of District students participating in dual enrollment program, upon request of District.

3. Term. The term of this Agreement is three (3) years commencing on the effective date of this Agreement. If this Agreement is not terminated after the term expires, this agreement shall renew until such time that either party terminates. Either party may terminate this Agreement, without cause, at any time, upon 30 days prior written notice to the other party.

4. Relations of the Parties. The parties agree that the terms of this Agreement do not

constitute the formation of a partnership or joint venture. Neither party shall have authority to bind or obligate the other party in any manner whatsoever.

5. **Limitation of Liability.** To the extent permitted by law, in no event will either party be liable for loss of profits, loss of use or interruption of business, or any special, incidental, or consequential damages, however caused (whether by breach of contract or warranty, tort, or strict liability), even if either party has been advised of the possibility of damage.

6. **Indemnity.** Each party hereby agrees that it will defend, at its own expense, any claim or suit brought against the other party arising from any negligent act or omission of the indemnifying party. Each party further agrees to indemnify the other party against any award of damages and costs made against the indemnified party by a court of last resort in so far as the award of damages is based on a final determination that the damages are causally related to the negligent acts or omissions of the indemnifying party. Indemnification of costs shall extend only to actual costs assessed. Each party's obligation to indemnify the other party as set forth above is conditioned on the indemnified party giving the indemnifying party prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting the indemnifying party to defend said claims at the indemnifying party's expense with legal counsel of the indemnifying party's choice. Notwithstanding the above, neither party will be required to defend or indemnify the other party with respect to losses or expenses caused by the other party's own negligence or willful misconduct.

7. **Notices.** All notices or other communications required or permitted under this Agreement needs to be in writing and sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, addressed as follows:

Mt. San Jacinto Community College District

Attn: Escarlet Writh, Transfer Director
1499 N. State St. San Jacinto, CA 92583
(951) 487-3285 or (951) 639-5285-office
(951) 672-9368-fax


National University

Attn: Maggie Yadegar, Associate Vice President, Regional Operations
5245 Pacific Concourse Dr. Los Angeles, CA, 90045
Phone: 310-662-2101
Email: myadegar@nu.edu

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

University

Signature: _____



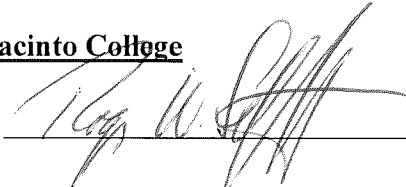
Print Name & Title _____

DAVE C. LAWRENCE
Vice Chancellor, Finance

6/6/17

Mt. San Jacinto College

Signature: _____



Print Name & Title: Roger W. Schultz, Pd.D. Superintendent/President