

**EDUCATIONAL PARTNERSHIP AGREEMENT (EPA)
BETWEEN
MOUNT SAN ANTONIO COMMUNITY COLLEGE DISTRICT
AND
UNIVERSITY OF LA VERNE
Regional and Online Campuses**

The main objective envisioned by this collaborative partnership between the Mount San Antonio Community College (hereinafter referred to as Mt. SAC) and the University of La Verne's Regional and Online Campuses (hereinafter referred to as La Verne) is to assist Mt. SAC students in obtaining access to baccalaureate degree programs.

La Verne is a degree granting educational institution that provides baccalaureate degree programs; Mt. SAC is a degree granting educational institution and provides associate degree programs and/or courses that can be transferred to baccalaureate degree programs. Establishment of selected baccalaureate degree programs delivered by the University of La Verne at the Mt. SAC campus will enhance the overall educational experience and geographic convenience for students residing in the Mt. SAC service area, as well as effectively complementing the educational offerings of both institutions.

The parties hereby enter into this Educational Partnership Agreement (hereinafter referred to as EPA) subject to the terms and conditions set forth herein:

I. La Verne General Responsibilities

a. La Verne is willing to deliver the following selected degree program at the Mt. SAC campus:

Bachelor of Arts - Business Administration

La Verne agrees to offer the courses required to complete the above-referenced degree program. La Verne will begin offering these courses once there are a sufficient number of students to start a cohort at Mt. SAC. Fifteen or more students are typically required to begin a cohort. Once a cohort begins, La Verne agrees to deliver to this cohort all of the courses required to complete the students' academic major regardless of subsequent changes to the number of students in the cohort.

b. La Verne will have the exclusive rights to offer the Bachelor in Business Administration at Mt. SAC.

c. Other Bachelor degrees can be offered by mutual agreement between the two parties.

d. In order to deliver the baccalaureate degree program at Mt. SAC, La Verne will rent Mt. SAC classrooms for a fee as published in Mt. SAC Facility Fee Schedule.

e. Several courses in baccalaureate degree curricula require use of a computer laboratory. If appropriate facilities are not available at Mt. SAC facilities, La Verne will offer these courses at one of its campuses or other appropriate facility. Control of space on the Mt. SAC campus shall be at the sole discretion of Mt. SAC.

f. Mt. SAC classes retain priority use of instructional space. La Verne will collaborate with Mt. SAC in the delivery of classes at the chosen facility on days and times both parties have discussed and agreed upon. Once a La Verne cohort starts at Mt. SAC, Mt. SAC will do everything possible to provide the appropriate classrooms throughout the life of the cohort on the same nights initially agreed upon by all parties.

g. La Verne administrative and professional personnel will visit the Mt. SAC campus on a regular basis to provide transfer advisement information to Mt. SAC students and staff and to collaborate with Mt. SAC faculty and staff on a variety of issues for the benefit of Mt. SAC students.

II. La Verne Academic Responsibilities

a. Tenets set out in this EPA are based upon the governing policies as stated in the La Verne catalog as it appears on the date of execution of this EPA. However, it is understood and agreed that the articulation of academic requirements is subject to change by La Verne in accordance with changes adopted in subsequent catalogs. Said changes will be addressed in the annual collaborative review required in paragraph VII of this EPA.

b. La Verne will provide all faculty and administrative support required to provide the degree programs offered under this EPA.

c. La Verne will continue to abide by the existing Articulation Agreement with Mt. SAC and will provide a Transfer Plan to Mt. SAC students, which they can use to select Mt. SAC courses that will transfer to La Verne.

III. La Verne Program Administration

a. The administrative responsibility for La Verne programs delivered at Mt. SAC will be assumed by the La Verne's Orange County Campus located at the following address:

University of La Verne, Orange County Regional Campus
Todd Eckel, Director
2855 Michelle Drive, Suite 250
Irvine, CA 92606
Office: 714-505-6936

Fax: 714-505-6937

E-mail Address: teckel@laverne.edu

b. In the event it becomes necessary to amend this EPA, said amending documents are to be signed by the officers, or their successors, of the respective parties to this EPA.

IV. Joint Responsibilities

a. In order to support the residents of the Mt. SAC service area, the La Verne on-site cohort will be open to the community at large but will offer priority registration to Mt. SAC students-

b. Mt. SAC and La Verne shall collaborate to assemble a comprehensive schedule of classes, and where at all possible, work out an extended (forecasted) schedule of classes. These schedules shall be made available at each party's respective campus location.

c. In order to communicate the establishment of this partnership between La Verne and Mt. SAC to the residents of the area, jointly developed and approved advertising materials shall be permitted. The cost for such advertising materials will be borne by La Verne.

V. Mt. SAC Program Administration

NAME

Title

1100 North Grand Ave

Walnut, CA 91789

Office Telephone:

Fax:

E-Mail:

VI. Term and Termination

This EPA shall commence on the date hereinafter noted and continue three (3) years with an annual review until such time as either of the parties to this EPA gives notice to the other of its intention not to continue. Said notice shall be in writing and delivered not less than ninety (90) days prior to the date of termination and addressed to the counter signers, or their successors, by certified mail, return receipt requested, and postage paid.

Should the effective date of the EPA termination occur during a scheduled course, the remaining class sessions of the course will continue to be offered at Mt. SAC so as not to interfere with the students' educational progress and experience.

Should the effective date of the EPA termination occur during the life-cycle of an existing La Verne cohort, La Verne will assist those students to transfer to one of La Verne's campuses to complete their degrees.

VII. Amendment(s) to Educational Partnership Agreement

It is expressly understood and agreed that there shall be an annual collaborative review of this EPA. Any amendments or revisions to this Agreement must be mutually agreed upon, prepared as an addendum to this EPA, and made a part of the document in its entirety.

VIII. Non-Discrimination

Mt. SAC and La Verne do not discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or veteran status in its acceptance, assignment, treatment, or evaluation of students who participate in programs.

IX. Mt. SAC and La Verne agree to abide by current federal and state guidelines for avoidance of sexual harassment.

X. FERPA Compliance

Mt. SAC & La Verne abide by the Family Educational Rights and Privacy Act of 1974 as amended

XI. Indemnification

La Verne shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, cause of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of La Verne's performance of work contemplated by this Agreement. Acceptance of this Agreement constitutes that La Verne is not covered under Mt. SAC's general liability insurance, employee benefits or worker's compensation. It further establishes that La Verne shall be responsible for such coverage.

Mt. SAC shall indemnify, defend and hold ULV, its Board of Trustees, officers, agents, employees, and volunteers harmless from any and all claims, damages, losses, cause of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of the DISTRICT'S responsibilities contemplated by this Agreement. Acceptance of this Agreement constitutes that DISTRICT is not covered under ULV'S general

liability insurance, employee benefits or worker's compensation. It further establishes that the DISTRICT shall be responsible for such coverage.

XII. Governing Law

This EPA shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of California. If any provision of this EPA is held unenforceable, the remaining portions shall remain in full force and effect.

XIII. Entire Agreement.

This EPA, including appendices and amendments duly countersigned, represents the entire agreement between the parties, and expressly replaces, supersedes, and cancels any prior oral or written agreement or communication on this subject matter and it may not be changed orally or by an agreement between the parties unless in writing, signed and acknowledged by both parties.

XIV. Notices

Any notices shall be sent to the addresses set forth above by certified mail, return receipt requested, and postage prepaid. Neither party shall be responsible for any failure to perform due to unforeseen acts of god, law, regulation, or major disruption of commerce beyond its control.

IN WITNESSWHEREOF, the parties have caused this Educational Partnership Agreement to be duly executed and delivered as of this 23rd day of September 2014.

UNIVERSITY OF LA VERNE

By:-----
Jonathan Reed , Ph.D.
Interim Provost

1950 3rd St
La Verne, CA 91750
(909) 448-4748

By:-----
Stephen Lesniak, Ed.D.
Dean, Regional and Online Campuses

1950 3rd St
La Verne, CA 91750
(909) 448-4995

MOUNT SAN ANTONIO COMMUNITY COLLEGE

By:-----

By:-----