



**EDUCATIONAL PARTNERSHIP AGREEMENT (EPA) BETWEEN  
MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT AND  
MOUNT SAINT MARY'S UNIVERSITY, LOS ANGELES**

The main objective envisioned by this collaborative partnership between Mt. San Antonio Community College (hereinafter referred to as Mt. SAC) and Mount Saint Mary's University (hereinafter referred to as MSMU) is to assist Mt. SAC nursing students in obtaining access to baccalaureate degree in nursing programs.

MSMU 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 the nursing baccalaureate degree programs delivered by the MSMU 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. MSMU General Responsibilities**

- a. MSMU is willing to deliver the following degree program at the Mt. SAC campus:

Bachelor of Science - Nursing

MSMU agrees to offer the courses required to complete the above-referenced degree program. MSMU will begin offering these courses in fall semester 2015. Once a cohort begins, MSMU 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. MSMU will have the exclusive rights to offer the Bachelor in Nursing 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, MSMU will rent one Mt. SAC classroom at the rate of \$1,100.00 per semester.

e. Mt. SAC classes retain priority use of instructional space. MSMU 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 MSMU cohort starts at Mt. SAC, Mt. SAC will do everything possible to provide the appropriate classroom throughout the life of the cohort on the same nights initially agreed upon by all parties.

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

g. The classes that MSMU offers on the Mt. SAC campus will comply with Mt. SAC's holiday calendar and will not be offered during days designated as school holidays.

## **II. MSMU Academic Responsibilities**

a. Tenets set out in this EPA are based upon the governing policies as stated in the MSMU 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 MSMU 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. MSMU will provide all faculty and administrative support required to provide the degree programs offered under this EPA.

c. MSMU 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 MSMU.

d. MSMU will accept eighty-nine (89) Associate Degree, Nursing units as outlined in Appendix A. To qualify for admittance to the 35 units BSN program, students must first pass the NCLEX-RN in order to waive 19 units. Students admitted to MSMU's BSN on Mt. SAC's campus will enroll in these courses at a total cost of \$19,992, excluding textbooks, for the complete program.

## **III. MSMU Program Administration**

a. The administrative responsibility for MSMU programs delivered at Mt. SAC will be assumed by the MSMU Campus located at the following address:

Mount Saint Mary's University  
12001 Chalon Road  
Los Angeles, CA 90049  
(310)954-4250

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. Mt. SAC and MSMU 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.

#### **V. Mt. SAC Program Administration**

Jemma Blake-Judd  
Dean of Technology and Health  
Mt. San Antonio College  
1100 North Grand Ave  
Walnut, CA 91789  
909-274-3934  
Fax: 909-274-2938  
[jbjudd@mtsac.edu](mailto:jbjudd@mtsac.edu)

#### **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 MSMU cohort, MSMU will assist those students to transfer to one of MSMU 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 MSMU 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 MSMU agree to abide by current federal and state guidelines for avoidance of sexual harassment.

## **X. FERPA Compliance**

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

## **XI. Indemnification**

MSMU 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 MSMU's performance of work contemplated by this Agreement. Acceptance of this Agreement constitutes that MSMU is not covered under Mt. SAC's general liability insurance, employee benefits or worker's compensation. It further establishes that MSMU shall be responsible for such coverage.

Mt. SAC shall indemnify, defend and hold MSMU, 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 MSMU'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 WITNESS WHEREOF**, the parties have caused this Educational Partnership Agreement to be duly executed and delivered as of this \_\_\_\_\_.

**MOUNT SAINT MARY'S UNIVERSITY**

By: \_\_\_\_\_ 12001 Chalon Rd  
LA, CA 90049  
(310)954-4250

By: \_\_\_\_\_ 12001 Chalon Rd  
LA, CA 90049  
(310)954-4250

**MT. SAN ANTONIO COMMUNITY COLLEGE**

By: \_\_\_\_\_  
William Scroggins, Ph.D.  
President and CEO 1100 North Grand Avenue  
Walnut CA, 91789  
(909-274-4250)

By: \_\_\_\_\_  
Jemma Blake-Judd  
Dean of Technology and Health 1100 North Grand Avenue  
Walnut CA, 91789  
(909-274-4250)