

LVN TO BSN PROGRAM AGREEMENT

This LVN to BSN Program Agreement (this "Agreement") is made and entered into as of May 14, 2012, by HOLY NAMES UNIVERSITY, ("HNU") a California not-for-profit corporation ("Holy Names"), and CHABOT COMMUNITY COLLEGE a Public Institution ("CCC"). For convenience, the term "institution(s)" is sometimes used herein to refer to either or both HOLY NAMES UNIVERSITY and/or CHABOT COMMUNITY COLLEGE.

FACTS

1. HNU is an institution of higher education, chartered by the State of California and duly accredited by the Western Association of Schools and Colleges ("WASC"). HNU offers undergraduate and graduate programs for its students on its campus in Oakland, California and the nursing programs throughout the state of California by interactive video conferencing.
2. Chabot Community College is located in Hayward, California. It is one of 112 community colleges statewide. CCC is a California public entity that offers associate's degrees in a variety of subjects, including nursing.
3. HNU offers a pre-licensure nursing program in which students will study liberal arts and sciences courses leading to the RN license at HNU in compliance with the regulations of the California Board of Registered Nurses, pursuant to which HNU will award a Bachelor of Science degree in Nursing (BSN) to students who successfully complete such program's requirements (referred to herein as the "Program").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual covenants, representations, warranties and agreements and forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree a follows:

1. **Recitals Incorporated.** The Parties agree that the recitals set forth above are incorporated herein by reference and are made a part of this Agreement.
2. **Effective Date.** This Agreement is effective commencing on May 14, 2012 (“Effective Date”) and shall continue until terminated in accordance with Section 17 herein.
3. **Establishment of Program.** Subject to the terms and conditions of this Agreement, each party respectively agrees to offer the following as part of the Program:
 - a. **CCC shall:**
 - i. provide classroom and laboratory space as mutually agreed
 - ii make available use of simulated models
 - iii. make available the use of medical supplies needed for the simulation of patient care activities
 - b. **HNU shall:**
 - i. use the lab up to 3 times a week during each week/semester (Fall, Spring, Summer)
 - ii. pay for the use of medical supplies related to clinical activities
 - iii. pay an hourly fee for the time the lab is used

4. Faculty

a. All HNU instructional personnel for the health assessment course to be provided by HNU shall be selected, hired, paid and supervised by HNU.

5. Grievance Procedure. All students and faculty involved in this agreement shall have the right to seek due process for grievances. A grievance shall be governed by the policies and procedures of HNU.

6. Financial Matters. HNU shall pay CCC the sum specified in Exhibit A attached hereto and incorporated herein by the reference, monthly for use of CCC's skills laboratory as well as other reasonable expenses related to the program under this Agreement. A fully completed Exhibit A attached shall be signed by the parties and attached to this Agreement on or before the effective date.

7. Term and Termination.

- a.** This Agreement is effective as of the Effective Date and shall continue until termination as provided in this Section.
- b.** This Agreement may be terminated in accordance with the following:
 - i.** Either party may give the other party written notice no later than December 1st of any calendar year hereafter of its election to terminate this Agreement.
 - ii.** Should Either party fail to cure a material breach of any of the provisions of this Agreement within thirty (30) days following receipt of written notice of such breach from the other party, then the party giving such notice of breach may elect to terminate this Agreement at any time thereafter by giving written notice of such termination to the other party, such termination to be effective three (3) months from date of the written notice of termination.
 - iii.** If either party becomes unable to continue the agreement described in this document as a result of its good faith determination that it is financially unable to continue, it shall so notify the other party in writing of such determination in which event this agreement shall terminate three (3) months after such written.

8. Insurance. During the term of the agreement or any renewal thereof, the parties shall maintain the following insurance:

- a.** A policy or policies to insure such party and its respective officers, employees and agents, for all legal liability on account of bodily injury and property damage (including damage to property in its care, custody and control) however, arising in

the execution and performance of this Agreement. The limits of liability under such insurance shall not be less than \$1,000,000 for each person and, subject to that limit for each person, \$2,000,000 for each occurrence.

- b.** A policy to cover such party's full liability in accordance with the provisions of the Worker's Compensation Act and Employee's Liability Act of the state of California, and any act or acts amendatory thereof.
- c.** Appropriate certificates of insurance will be provided by both parties at the time this agreement is executed and thereafter upon request. Policies shall not be cancelable or subject to reduction of coverage or modification without thirty (30) days prior written notification to the other party.

9. Compliance with Laws, etc. During the term hereof the parties agree to comply with all applicable laws, rules, regulations, and accreditation standards to which each party is subject. Notwithstanding anything herein to the contrary, if any requirements are imposed on the Program by WASC, Commission on Collegiate Nursing Education, or the California BRN not provided for herein, the parties agree to take any and all steps reasonably necessary to satisfy such requirements.

10. Assignment. Neither party shall assign this Agreement or any right thereunder or delegate any duty without the written consent of the other party. Subject to such restriction upon assignment, this Agreement shall insure to the benefit of and bind the parties hereto and their respective successors and assigns.

11. Notices. Any notice required or permitted to be given hereunder shall be deemed properly given upon personal delivery to the party to be notified or 72 hours after deposit in the United States mail, postage prepaid, registered or certified, addressed to:

If to Holy Names:

Holy Names University
3500 Mountain Boulevard
Oakland, California, : 94619
c/o Academic Vice President

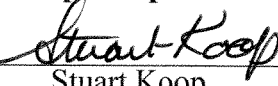
If to CCC:

Chabot Community College
25555 Hesperian Boulevard
Hayward, CA 94545-5001

11. **Amendment of Agreement.** This Agreement may only be amended or modified by a written agreement duly executed by authorized representatives of each of the parties.
12. **Other Contractual Arrangements.** This agreement is not to be construed as to restrict the right of either institution to enter into agreements to offer cooperative program in nursing or other degree programs with other colleges or universities.
13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties have caused this Agreement to be executed in duplicate by their duly authorized officers, as of the day and year first above written.
14. **Severability.** If any provision of this Agreement is determined to be unenforceable it shall be deemed to be severed and the remaining provisions of this Agreement shall remain in full force and effect.
15. **Mediation, Binding Arbitration and Attorney's Fees.** In the event o a dispute arising out of or in connection with this Agreement or the rights and duties of the Parties with respect hereto, the Parties agree to submit the dispute to a private mediator. The mediator shall be jointly selected and approved by the Parties, and shall either be a senior attorney with at least ten (10) years legal experience or a retired judge. If not resolved by

mediation, such dispute shall be resolved solely by binding arbitration at the offices of JAMS in San Francisco, California, and the party prevailing in such action shall be entitled to recover from the non-prevailing party all costs, expenses, and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HOLY NAMES UNIVERSITY a California not-for-profit public corporation  By: Stuart Koop Its: Vice President of Finance & Administration	Chabot Community College By: Its:
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7/6/12

Exhibit A

Rental of Skills Lab (Fall, Spring, Summer)
for 14 weeks

\$125 per hour for 3 hours per week

Incidentals Supplies
the semester

\$10 per student for 30 students for

Financial Matters

(To be signed by the parties and attached to this Agreement within ninety (90) days of the date of this Agreement.)