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**AGREEMENT
 BETWEEN
 LAS POSITAS COLLEGE
 ON BEHALF OF CHABOT-LAS POSITAS
 COMMUNITY COLLEGE DISTRICT AND
 NATIONAL UNIVERSITY**

This Agreement is effective as of April 20, 2021, by and between NATIONAL UNIVERSITY, a non-profit, public benefit corporation ("University"), whose address is 11355 North Torrey Pines Road, La Jolla, California 92037-1011 and Las Positas College on behalf of Chabot-Las Positas Community College District, whose address is 3000 Campus Hill Drive, Livermore, CA 94551 ("District").

This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein.

WHEREAS, the University is a non-profit public benefit corporation providing higher education services.

WHEREAS, the University is a WASC Senior College and University Commission accredited higher education institution.

WHEREAS, the District is a community college district organized and existing under the laws of the State of California.

WHEREAS, the District owns real property situated at 3000 Campus Hill Drive, Livermore, California upon which the District's Las Positas College campus is situated.

WHEREAS, the Las Positas College campus ("Campus") is improved by various facilities and other improvements ("District Facilities").

WHEREAS, by this Agreement the District and the University desire to establish the terms and conditions for the University to offer education programs/classes conducted at the Las Positas Campus utilizing District Facilities.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the University and District agree as follows:

1. **University Program at Las Positas Campus**. The University will offer District Students, alumni, and staff ("Students") the instructional programs described in Exhibit A (University Courses at Las Positas College) attached hereto and incorporated herein by reference. During the Term of this Agreement, Exhibit A is subject to modification of the University Programs offered at the Las Positas Campus by mutual agreement of the District and the University. Any modifications made to after mutual agreement shall not modify, change, or alter the terms of this Agreement.
 - 1.1. **University Academic Responsibility**. University shall have exclusive control over all academic matters relating to the University Program, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional

programs; selection and approval of faculty; admission, registration, and retention of Students; evaluation of Students' prior education; evaluation of Students' progress; scheduling courses; awarding academic credit; and conferring degrees. The University Program and University Courses shall comply with and conform to all requirements the WASC Senior College and University Commission.

- 1.2. **Students.** For purposes of this Agreement, "Students" are: (i) individuals awarded an Associate degree (AA, AAS, AS, ADT or specialized associate degree) from the District or currently enrolled as a District student; and (ii) full-time and part-time District employees. In addition, a student will be accepted into the University's advanced start baccalaureate option if the student has completed a CSU General Education Breadth or IGETC certification, which will be block transferred for up to 60 semester units (or 90 quarter units) to meet National University lower division General Education requirements (Note: The student will only need to fulfill the General Education upper division component). Although the University accepts IGETC/CSU Breadth certifications to waive General Education requirements, students are required to meet the minimum 2.0 requirement for admission. For those students who transfer without these certifications, the college should be aware that National University requires a minimum grade of C- for transfer coursework.
- 1.3. **University Courses Accreditation.** The University has been accredited by the WASC Senior College and University Commission (WSCUC) since 1977.
- 1.4. **University Courses Faculty.** All faculty hold advanced degrees in their areas of expertise and are respected professionals with many years of career experience.
- 1.5. **Enrollment and University Termination of University Courses.** If during the Term of this Agreement, Student enrollment in a University Course falls below ten (10) enrolled Students during any consecutive three (3) month period, the University may, by written notice to the District, terminate such University Course. The University right to terminate a University Course is expressly subject to the following: (i) written notice of University intent to terminate a University Course must be delivered to the District not less than sixty (60) days prior to commencement of the next scheduled University Course subject to the termination notice; (ii) the termination notice is accompanied by written materials establishing Student enrollment over the prior consecutive three (3) month period; and (iii) materials establishing reasonably diligent efforts of the University to recruit Students for enrollment in the University Course subject to the termination notice.
- 1.6. **Tuition.** University will charge Students enrolled in a University Course identified in Exhibit A, a tuition rate that is 25% less than the University's standard tuition rate currently being charged at the time each University Course is offered. This rate is subject to normal tuition increases, as indicated in the most current version of the Catalog. The foregoing tuition reduction is applicable for Students enrolled in University Courses conducted on the Las Positas Campus only. University will also charge Students applicable fees and costs. Should Students take courses at any other University campuses or online, the 25% tuition reduction offered in this Agreement will be applicable and Students will not be charged the standard, full tuition rate.

In addition, students are eligible for the Associate Degree for Transfer (ADT) Scholarship if they are enrolling at National University for the first time within 12 months of completing a Transferable Associate of Arts (AA), Associate of Science (AS), or Associate Degree for Transfer (ADT) (Associate degrees that use the CSU Breadth or IGETC patterns as general education for degree completion).

- 1.6. **Parking.** The University's employees, agents, contractors, visitors and Students may park personal use automobiles in Las Positas Campus parking lots designated for public parking

purposes. Parking in Las Positas Campus parking lots is subject to: (i) "first-come-first served" available parking spaces; (ii) payment of parking charges; and (iii) compliance with all District parking policies, rules or regulations. The District is not responsible for loss, damage or destruction of automobiles or other personal property on or in automobiles parked in a Las Positas Campus parking lot.

- 1.7. **University Supervision and Discipline.** The University is solely responsible for supervision of its employees, agents, contractors and Students when conducting University Courses at District Facilities on the Las Positas Campus, including imposition of disciplinary action.
2. **Regulations and Services.** Students will be subject to the academic regulations and policies and entitled to the benefits and services described in the most current version of the Catalog, except that some of the services may only be available at a University campus or center. When on the Las Positas Campus, University Students, employees, agents, contractor and invitees shall comply with Las Positas College Board Policies and Administrative Regulations.
3. **University Use of Las Positas Campus and District Facilities.** The University may use the Las Positas Campus and District Facilities for the limited and sole purpose of providing the University Program and upon the conditions set forth herein.
 - 3.1. **Las Positas Campus.** The University and its employees, agents or contractors will have a non-exclusive right of access to the Las Positas Campus to provide the University Program at District Facilities.
 - 3.2. **District Facilities.** The University will have a non-exclusive permit to use District Facilities which consists of: (i) classroom space sufficient for seating a maximum of thirty (30) students ("Classrooms"); (ii) furniture, fixtures and equipment ("Classroom FFE") consisting of seats/table top space for a maximum of thirty (30) students, instructor seating/table top space and similar fixtures for instructional purposes.
 - 3.2.1. **Classrooms and University Courses.** The University's non-exclusive permit to use District Facilities is limited to one (1) Classroom per University Course. The District shall have the sole and exclusive discretion to: (i) designate the Classrooms subject to the University's non-exclusive permit; (ii) designate alternative Classrooms from time-to-time, provided that the District provides the University with written notice of an alternative Classroom designation at least twenty-four (24) hours in advance of the time a University Course in a District designated Classroom is scheduled.
 - 3.2.2. **Classrooms and Classrooms FFE Maintenance.** The District will maintain the Classrooms and Classrooms furniture, fixtures, and equipment (FFE) consistent with standards for maintenance services provided by the District to other classrooms and FFE on the Las Positas Campus. The foregoing includes janitorial services of the Classrooms and routine repairs/maintenance of Classrooms FFE. The foregoing expressly excludes extraordinary janitorial services resulting from University use of the Classrooms or repair or replacement of Classrooms FFE damaged or destroyed as a result of University use thereof.
 - 3.2.3. **Damage or Destruction of Classrooms or Classroom FFE.** The University is responsible for all costs to repair or replace any portion of the Classrooms or

Classroom FFE damaged or destroyed as a result of the University's use thereof caused solely by the gross negligence or willful misconduct of the University, its employees, agents, representatives, or students. Normal wear and tear shall not be considered grossly negligent.

3.3. **District Facilities Services.** The District will provide electrical power and heating/ventilating/air-conditioning services to the District Facilities sufficient for typical classroom use and comfort.

3.4. **Las Positas Campus Services.**

3.4.1. **University Use of Copy Machines and Computer Labs.** The University, Students, University administrative staff and University faculty who are providing instruction for a University Program on the Las Positas Campus (collectively "University Personnel and Students") may use Las Positas Campus copy and computer lab services as set forth herein. University Personnel's use of copy machines will be by electronic access key code assigned by the District to the University and limited to certain copy machines; University students' use of copy machines will be restricted to the copy machines located in the labs and may require pay-to-copy/print charges. University Personnel and Students use of District computer labs and computer lab services will be permitted without access key code or other access requirements. Use of District copy machines and District computer labs by University Personnel and Student shall be limited to uses directly related to University Programs. If the District reasonably determines that University Personnel and Student use District copy machines or District computer labs for purposes other than University Programs, the District may limit or prohibit University Personnel and Student use of District copy machines and/or District computer labs without being deemed in default of this Agreement.

3.4.2. **Administrative Charges for Use of Copy Machines and Computer Labs.** The University shall pay the District an administrative fee for use of District copy machines and computer labs as set forth herein. For the first twelve (12) months of the Term of this Agreement, the Administrative Fee is Twenty-Five Dollars (\$25) for each University Course. The University will submit payment of the Administrative Fee on a quarterly basis; the University shall make full payment for each quarterly Administrative Fee billing cycle within thirty (30) days of the end of each quarter. At the commencement of each ensuing twelve (12) month period of the Term of this Agreement, the District may adjust the Administrative Fee by written notice to the University. The Las Positas Campus services and Administrative Charges are set forth in Exhibit B (Las Positas College Services and Administrative Charges) attached hereto and incorporated herein; adjustment of the Las Positas Campus Services which the University and students may use and Administrative Charges due from the University for Las Positas Campus services will be by amendment to Exhibit B.

3.4.3. **University Responsibilities.** The University is responsible for costs to repair, correct or replace copy machines or computers damaged or destroyed as a direct result of University Personnel and Student use thereof, normal maintenance excluded.

4. **Term.** The Term of this Agreement shall be five (5) years, commencing on the date first set forth above and shall automatically expire at the end of five (5) years, provided that either party may terminate this Agreement, without cause, at any time, upon thirty (30) days prior written notice to the other party. If the Agreement is terminated or if the Programs are discontinued due to low enrollment, Students may complete the Program(s) at any University campus or center at the standard, full tuition rate.

5. **Insurance.** At all times during the Term of this Agreement, the University shall obtain and maintain policies of insurance in the minimum coverage limit set forth herein.

5.1. **Workers' Compensation Insurance; Employer's Liability Insurance.** The University shall obtain and maintain: (i) Workers' Compensation Insurance covering claims under workers' other similar employee benefit acts; and (ii) Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by the University.

5.2. **Commercial General Liability and Property Insurance.** The University shall obtain and maintain Commercial General Liability and Property Insurance covering the types of claims: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the University's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the University, or (b) by another person; and (iii) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

5.3. **Automobile Liability Insurance.** The University shall purchase and maintain Automobile Liability insurance covering risks of loss on a combined single limit for personal injury (including death) or property damage arising out of the use or operation of any owned, non-owned or hired motor vehicle.

5.4. **Minimum Coverage Limits.** Minimum coverage limits for each policy of insurance the University is required to obtain hereunder is set forth below:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Three Million Dollars (\$3,000,000)
Workers Compensation	In accordance with California legal requirements.
Employers Liability	One Million Dollars (\$1,000,000)

5.5. **Certificates of Insurance.** The University shall deliver Certificates of Insurance evidencing each of the policies of insurance required hereunder. The District may prohibit University and University employees, agents, representatives, visitors and/or Students access to the Las Positas Campus or District Facilities if the University fails or refuses to deliver Certificates of Insurance to the District.

6. **Indemnity.**

- 6.1. **University Indemnity of District.** To the fullest extent permitted by law, University shall defend, indemnify and hold harmless the Indemnified Parties from all claims, demands, actions, causes of action, judgments, arbitration awards and other liabilities (collectively "Claims") arising out of or related in any manner to negligent, grossly negligent or willful conduct of University or the University's agents, contractors, or representatives in connection with: (i) University Program or University Courses; (ii) use or access to the Las Positas Campus or District Facilities; or (iii) performance of obligations under this Agreement. The University obligations hereunder shall survive expiration of the Term of this Agreement or the earlier termination hereof, until barred by the applicable Statute of Limitations. The University's obligations hereunder are not limited by the extent or availability of insurance coverage.
- 6.2. **District Indemnity of University.** To the fullest extent permitted by law, the District shall defend, indemnify and hold harmless the University, from all claims, demands, actions, causes of action, judgments, arbitration awards and other liabilities (collectively "Claims") arising out of or related in any manner to negligent, grossly negligent or willful conduct of the District or the District's agents, contractors, or representatives. The District obligations hereunder shall survive expiration of the Term of this Agreement or the earlier termination hereof, until barred by the applicable Statute of Limitations. The District's obligations hereunder are not limited by the extent or availability of insurance coverage.

7. **Dispute Resolution Procedures.**

- 7.1. **Mandatory Mediation.** All claims, disputes and other matters in controversy between the University and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of JAMS and the JAMS Commercial Mediation Rules in effect at the time that a Demand for Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the University commencing arbitration proceedings pursuant to the following Paragraph.
- 7.2. **Binding Arbitration.** All claims, disputes or other matters in controversy between the University and the District which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of JAMS, or any other entity offering arbitration services mutually agreed upon by both Parties, and its Commercial Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) ("Arbitration Award,") shall be final and binding upon the District and the University only if the shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. An Arbitration Award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The District and the University hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award is not supported by substantial evidence or that it is based on an error of law. Any arbitration hereunder shall be conducted in Los Angeles County.

- 7.3. **University Compliance with Government Code §900 et seq.** The foregoing dispute resolution procedures notwithstanding, neither this Agreement, or any provision of this Agreement, shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the University's submission of claims to the District. The University's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the University initiation of any other dispute resolution procedure or proceeding.
8. **Notices.** All notices or other communications given under this Agreement will be in writing and sent to the addressee listed at the beginning of this Agreement (unless a party has changed its address by giving notice) and will be effective upon receipt if delivered personally or by overnight mail, or effective three (3) days after mailing if by certified mail, return receipt requested.
9. **University Program Promotion.** The District will assist in promoting the University Program(s) by disseminating information to students through the District's choice of internal mail, e-mail, posting of notices, distribution of brochures, or other methods, with University's prior review of such advertisements. Neither party may use the names, logos, or trademarks of the other party without its prior written consent.
10. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement along with Exhibits A and B contain the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
11. **Representations.** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement.
12. **University Independent Contractor Status.** The University is an independent contractor to the District. The University and its employees, agents and representatives are not employees of the District and not entitled to any rights or benefits as a District employee.
13. **Authority to Execute; District Board Approval.** Each individual executing this Agreement on behalf of the University and the District warrant and represent that she/he has authority to execute this Agreement on behalf of the University or the District, as applicable and to bind the University and the District to the terms hereof. The foregoing notwithstanding, this Agreement shall not be enforceable against the District until and unless the District's Board of Trustees takes action in an open public meeting of the Board of Trustees to approve this Agreement.
14. **General Provisions.** The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement, including, but not limited to, any Student; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at Pleasant Hill, California.

[SIGNATURES FOLLOW ON NEXT PAGE]

LAS POSITAS COLLEGE

By: _____

Jonah Nicholas, Vice Chancellor of Business Services

NATIONAL UNIVERSITY, a non-profit, public benefit corporation

By: _____

Dave C. Lawrence, MBA, Ed.D., Vice Chancellor, Finance

Exhibit A
(University Courses at Las Positas College)
Agreement
Between
Las Positas College on behalf of
Chabot-Las Positas
Community College District
And
National University

The University will offer the following University Courses at Las Positas College for the period of time between April 20th, 2021 and March 31st, 2026:

1. Criminal Justice

University Courses offered by the University at Las Positas College for other periods of time or additional/different University Courses for the above-referenced period of time will be pursuant to mutual agreement between the District and the University and amendment to this Exhibit A.

[END OF EXHIBIT A]

Exhibit B

(Las Positas College Services and Administrative Charges)

Agreement

Between

Las Positas College on behalf of
Chabot-Las Positas Community College District

And

National University

Las Positas Campus services which may be used by University Personnel and Students, along with the Administrative Fee and Room Rental due from the University as set forth herein.

Las Positas Campus Service	Administrative Fee

Las Positas Campus Service	Administrative Fee
Copy Machines Computer Laboratory Library Services	\$25 monthly administrative fee for processing and billing preparation twelve (12) months of Agreement Term; subject to adjustment every twelve (12) months during Term of Agreement and .0058 cents per black/white copy and .045 cents for a color copy. (Applies to instructors and staff only)
Room rental: Applies to instruction only.	A rental fee will apply as follows; 1. \$45.00 per hour room rate fee 2. \$55.00 per hour for conference room fee 3. \$65.00 per hour computer laboratory room fee 4. \$75.00 per hour for lecture hall