

**MEMORANDUM OF AGREEMENT**  
**Between**  
**SAN DIEGO MIRAMAR COLLEGE**  
**And**  
**POINT LOMA NAZARENE UNIVERSITY**

THIS AGREEMENT, by and between POINT LOMA NAZARENE UNIVERSITY, herein referred to as PLNU, and SAN DIEGO MIRAMAR COLLEGE (SDMC), herein referred to as SDMC, is made for the purposes contained below. SDMC and PLNU may be collectively referred to as "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, PLNU and SDMC both hold institution-level regional accreditation by the Western Association of Colleges and Universities (WASC) and program-level accreditation by the Accreditation Council for Business Schools and Programs (ACBSP), and;

WHEREAS, PLNU and SDMC have a long-standing, established set of articulation agreements to facilitate the transfer of students from SDMC to PLNU, and;

WHEREAS, it is to the mutual benefit of PLNU and SDMC for PLNU to provide educational experiences for PLNU students on the campus(es) of SDMC, and;

WHEREAS, SDMC agrees to provide adequate classroom facilities and other space required for PLNU to provide the agreed upon courses; and,

WHEREAS, both Parties agree that PLNU will offer, through its Graduate and Professional Studies, herein referred to as GPS, academic credit courses toward the baccalaureate degree in approved programs, herein referred to as Adult Undergraduate Studies (AUG) Programs on the SDMC campus;

WHEREAS, the AUG Program on the SDMC campus is an opportunity to expand existing educational programs to new locations and markets, provide a private school education to PLNU students (some of whom may be SDMC alumni) at a more affordable cost, and meet the needs of working students who have a desire to complete a baccalaureate degree;

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties have agreed and do hereby enter into this Memorandum of Agreement (Memorandum) according to the provisions set out below.

- A. PLNU's Responsibilities: The following duties shall be the specific responsibility of PLNU. PLNU will:

1. Provide faculty to teach courses identified in the AUG Program. These faculty members are employees of PLNU. They are not employees of SDMC.
2. Require that the PLNU curriculum be followed as outlined in the AUG catalog. PLNU will be responsible for the academic quality of all PLNU courses taught at SDMC.
3. Require that students meet PLNU admission requirements for acceptance into the AUG Program as outlined in the AUG Catalog. Students in the AUG Program are PLNU students. PLNU staff will be responsible for guiding and assisting students with PLNU's application for admission.
4. Cancellation of Courses. In the unlikely event of course cancellation, provisions will be made for students to enroll in comparable course(s) during the same period.
5. Permit students to register for courses during the scheduled registration periods. Students will pay tuition and fees based on PLNU's rates at the time of entrance into the program.
6. Provide SDMC a listing of scheduled courses to allow SDMC to assign each course to a classroom.
7. Use and leave the SDMC campus, classroom, and facilities in substantially the same condition received by SDMC. PLNU understands and agrees that PLNU shall be financially responsible for any and all loss, breakage, or other damage of equipment and/or facilities belonging to SDMC during the term of this Memorandum caused by (a) any act or omission which occurs within the SDMC campus, classroom, and facilities, or results from the conduct of any person within, or about the SDMC campus, classroom, and facilities with the express or implied permission and consent of PLNU, or (b) any matter connected with PLNU's use of the SDMC campus, classroom, and facilities and/or other property or equipment owned by SDMC.
8. Not make any alterations or improvements to SDMC's campus, classrooms, or facilities, without the express written consent of SDMC, which consent may be granted or withheld in the sole discretion of SDMC.
9. Not cause, engage in or permit, SDMC any (a) waste, (b) nuisance or (c) behavior that would cause harm to SDMC's reputation. PLNU shall not engage in or permit SDMC any of the following activities on SDMC's campus: consumption of alcoholic beverages, gambling, possession or use of illegal substances, profanity, smoking, vaping, harassment or abuse of any kind (physical, sexual or verbal, etc.). PLNU agrees to abide by and enforce all rules and policies of SDMC governing the use of the facilities. PLNU further agrees to abide by and enforce all applicable Federal, state and local laws, statutes and ordinances SDMC.
10. Provide 5% tuition credit in the form of a scholarship, textbook grant or other award for each enrolled student in the program.
11. PLNU will provide clerical and support personnel necessary to support the AUG

courses taught at SDMC.

12. PLNU will provide academic advisement to prospective students and enrolled students accepted into the AUG Program.
  13. ADA accommodations for PLNU students will be provided by PLNU.
  14. Provide reimbursement of all copying and office supplies charges, if any, incurred by PLNU's on-site liaison; to be billed annually.
  15. Provide SDMC with annual admissions, persistence, and graduation data all SDMC students enrolled in the AUG Program. (See Data Sharing/Ownership section below.)
  16. Provide \$4,000.00 in tuition scholarship money for each cohort (of 12 or more) held on a SDMC campus or for every 20 SDMC students enrolled online in PLNU's AUG program (whichever comes first) to be awarded to one SDMC faculty or staff member in one of PLNU's cohort programs to be used for that SDMC faculty or staff member to enroll in any of the PLNU AUG or Graduate Programs with the exception of PLNU's Physician Assistant Program.
- B. **SDMC's Responsibilities:** The following duties shall be the specific responsibilities of SDMC. SDMC will, at no facility charge, service fee, or other charge to PLNU:
1. Provide information about classroom space available for the AUG Program in a timely manner to allow for publication of the AUG schedule.
  2. Provide access to parking for PLNU faculty, staff, and students in accord with SDMC policies and procedures, by accepting PLNU parking decals for parking at SDMC or working with PLNU to help faculty, staff and students secure a SDMC parking permit.
  3. Provide security and janitorial services for PLNU faculty, staff and students in accord with SDMC policies and procedures.
  4. Provide classrooms equipped to support the AUG courses taught at SDMC.
  5. Provide PLNU faculty, staff and students with SDMC Internet network access while teaching and attending AUG classes in SDMC classrooms.
  6. Library privileges (library cards) and library computer access for PLNU students as provided for other non-SDMC student patrons;
  7. Provide PLNU with classroom space and the necessary equipment to deliver the AUG courses that will be taught at the SDMC facility as needed, including SDMC classrooms that have appropriate audiovisual



equipment, computer connections and Internet connectivity. The Parties will agree on the use of specific classroom space and specific equipment prior to classes being scheduled. In the event PLNU's use of SDMC classrooms causes a substantial undue burden on SDMC or other extenuating circumstances, the Parties shall mutually discuss and agree on whether PLNU should reimburse SDMC for certain expenses that SDMC incurs as a result thereof.

8. Provide to PLNU copies of all written policies and rules applicable to use of the SDMC campus, classrooms, and facilities.
9. Assist PLNU in publicizing classes to SDMC students, graduates, and employees.
10. Provide temporary office space in SDMC M BLDG first floor for PLNU faculty and staff members to use for purposes related to the AUG Program and provide access to telephone and internet on the campus of SDMC.
11. Not require PLNU to acquire any other permits or facility use approvals for use of SDMC classrooms, except as set forth in this Memorandum.

#### C. Student Responsibilities

1. PLNU students are expected to adhere to SDCCD policies of Student Code of Conduct at all times. Students shall acknowledge receipt of protocols for violation follow-up. Any disciplinary action for students enrolled in educational partnerships is the responsibility of PLNU. SDMC reserves the right to remove a PLNU student who is attending a class hosted on the SDMC campus, or from the college campus for a violation of SDCCD's Visitor Code of Conduct. Students attending PLNU classes on the SDMC campus understand that they are guests and must comply with the Visitor Code of Conduct at all times.

D. Mutual Agreements: The Parties shall cooperate to ensure that:

1. The AUG Program will be a co-operative effort to encourage SDMC students to complete units and graduate from SDMC and thereafter, transfer and graduate from PLNU with a baccalaureate degree.
2. All students in the AUG Program must meet graduation requirements set by PLNU to graduate with a baccalaureate degree.
3. If the PLNU AUG program is discontinued at SDMC due to low enrollment, the students in the SDMC program may complete the PLNU AUG program at one of the other community colleges offering this PLNU AUG program with all applicable student benefits honored as defined in the existing Memorandum of Agreement with SDMC.
4. The Parties agree to adhere to any and all applicable collective bargaining agreement requirements at either PLNU or SDMC.
5. PLNU's use of the SDMC campus, classrooms, and facilities shall not

unreasonably interfere with the educational program or activities of any school or class conducted on the SDMC campus, classrooms, and/or facilities.

6. No PLNU faculty member teaching a course within the AUG Program under this Memorandum will displace or result in the termination of an existing SDMC faculty member.
7. The Vice Provost for Graduate and Professional Operations at PLNU and the Vice President of Instruction at SDMC, shall be the responsible individuals for the administration of all responsibilities as outlined.
8. Each institution will designate a point-of-contact (person, office, or department) for inquiries and day-to-day implementation of this MOU.

9. Student Confidentiality

- a. Both institutions shall be familiar with, understand, and follow applicable PLNU and SDCCD policies and procedures, which are available on the institutions' websites (insert website addresses here).
- b. Both institutions shall keep confidential student information in conformance with all policies and procedures for each institution, as well as applicable state and federal laws and regulations, including but not limited to Federal Family Educational Rights and Privacy Act (FERPA) of 1974. Both institutions' obligations hereunder shall include the obligation to defend, indemnify, and hold harmless the indemnified parties from and against any and all claims asserted, or liability established, for damages or injuries to any person or property which may arise from, or are connected with, or are caused, or claimed to be caused, by failure to comply with student confidentiality requirements.

10. Incidents of Sexual Violence

- a. PLNU agrees to take responsibility for victim support and appropriate follow up for all incidents of sexual violence involving a PLNU student enrolled in the PLNU AUG Program located at the SDMC campus pursuant to PLNU policies and procedures.
- b. Complaints of sexual violence reported by PLNU students enrolled in the PLNU AUG program will be processed pursuant to PLNU policies and procedures in consultation with SDMC's Title IX Coordinator. Complaints of sexual violence reported by students enrolled in SDMC classes against a PLNU student enrolled in the PLNU AUG program shall be processed pursuant to SDMC's policies and procedures in consultation with PLNU's Title IX Coordinator.

11. Timely Warning Notices

- a. Timely warning notices, communication sent in the event of an emergency, issued by the San Diego Community College District College Police shall be sent to the PLNU Designee. Timely warning notices may be sent in the form of telephone calls, text messaging, emails, telephone paging, message posting on District and colleges websites and other social media, posting on campus/site message

boards, classroom announcements, and/or press releases. In the event of eminent danger, the college police will immediately initiate appropriate emergency communications. Timely warning notices for PLNU shall be sent to the San Diego Miramar College President. [San Diego Community College District Administrative Procedure 7415.2 Emergency Communications](#)

## 12. Data Sharing/Ownership

- a. SDMC and PLNU desire to monitor and evaluate student progress and success and improve education programs through the analysis of academic performance data concerning their students; and
- b. In order to obtain necessary historical performance data on students exiting from SDMC and subsequently enrolling in PLNU, it is necessary for the parties to share student data on an ongoing basis at times and in forms agreed to by both parties.
- c. The parties to this Agreement will maintain as confidential all data received from the other party. Each party will establish at least the safeguards set forth in this paragraph to ensure the continued confidentiality and security of the student data and to preclude the personal identification of students by persons other than designated officials of institutions. All student records will be kept in secure facilities. All staff involved in the data sharing process will be required to sign a confidentiality agreement promising to keep confidential all information concerning students. The use of passwords will be required to access the data. Procedures will be put in place that require the changing of these passwords on a frequent basis. Any information published in any form will not have the potential to identify individual students.
- d. Requests for data will be initiated through the appropriate research offices at SDMC and the PLNU AUG Program.

13. Disputes: The Parties recognize that, from time to time, disputes may arise between SDMC employees and/or students and PLNU employees and/or students. The Parties agree to the following:

- a. When such disputes arise, the Parties shall collaborate and use commercially reasonable efforts to resolve such disputes informally. Where informal resolution is not successful, or the Parties must address a formal inter-agency complaint, the following process will be utilized to resolve the matter.
- b. The Party receiving the complaint will timely notify the other, and promptly provide the other Party with any written complaint received.
- c. The designated representative of each Party will review the complaint to determine, based on the nature of the complaint, whether any statutory or regulatory timelines or other procedural requirements apply, including but not limited to:

- i. Whether SDMC or PLNU is required to report the complaint to the State Chancellor pursuant to Title 5 of the California Code of Regulations.
  - ii. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections with regard to how the complaint is handled, pursuant to Title 5 or applicable state or federal laws, including but not limited to Title IX of the Education Amendments of 1972.
  - iii. If either designated representative finds such rights to exist, he or she shall notify the other designated representative, and the Parties shall cooperate as needed in carrying out these requirements. It is understood that such requirements may include but are not limited to conducting a formal investigation within regulatory timelines and/or the implementation of interim safety measures for the complainant.
- d. Within five (5) business days of either Party receiving the complaint, the Parties will discuss the nature and severity of the allegations and come to a mutual agreement regarding (i) the need for and scope of any investigation required, and (ii) which Party should take the lead in investigating and handling the complaint, based on the factual allegations in the complaint, or whether both Parties should jointly investigate and handle the complaint. If it is agreed that a formal investigation is required, the Parties will mutually agree upon an investigator, who may be an outside investigator, or qualified employee of SDMC or PLNU. If the Parties agree to have the matter investigated internally by either a SDMC or PLNU employee, the other Party may designate an employee to attend all witness interviews. Where it is determined that an outside investigator will be used, the Parties will mutually agree on which Party should pay such cost or whether such cost will be divided equally between the Parties.
- e. If, despite the good faith effort of the Parties, they are unable to agree on a process for investigating the complaint, the Party whose employee/student is the respondent of the complaint will determine the process.
- f. The Parties will cooperate in any investigation initiated and make its employees reasonably available to the investigator.
- g. Interviews of SDMC or PLNU employees shall comply with any rights and protections afforded to them under an applicable collective bargaining agreement or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.
- h. The investigator will prepare a report that will be provided to both Parties setting forth findings as to the allegations and the basis for the findings.

- i. The Parties shall share any and all materials from the investigation.
- j. Each Party has sole discretion in determining any disciplinary measures to be imposed against its respective employee(s) and/or student(s) as a result of any investigation and findings.
- k. Regardless of any disciplinary measures taken by the SDMC and/or PLNU against its respective employees or students, the other Party retains the right to have the respondent of a sustained complaint (i.e., a complaint where the respondent is found responsible for committing the offenses alleged therein) removed from participating in or providing services for the program that is the subject of this Memorandum.

#### 14. Indemnification:

- a. Neither Party shall be responsible for personal injury or property damage loss except that resulting from its own acts, omissions or negligence or the acts, omissions or negligence of its employees or others for whom the Party is legally responsible.

PLNU agrees to and shall indemnify, defend and hold harmless SDMC, its administrators, managers, trustees, agents, officers, volunteers, students and employees ("SDMC Representatives") from any and all claims, demands, costs, expenses, causes of action, losses, judgments, charges, damages and/or liabilities, including without limitation reasonable attorney's fees and costs ("Claims"), whether or not a lawsuit or other proceeding is filed, arising out of PLNU's use of the SDMC facilities or PLNU's obligations under this Memorandum, including for PLNU's negligence, wrongful acts, or omissions, except for such Claims that are caused or contributed to by the negligence, acts or omissions or intentional misconduct of SDMC and/or SDMC Representatives.

- b. SDMC agrees to and shall indemnify, defend and hold harmless PLNU, its administrators, managers, trustees, agents, officers, volunteers, students and employees ("PLNU Representatives") from any and all Claims, whether or not a lawsuit or other proceeding is filed, arising out of SDMC's provision of the SDMC campus, classrooms, facilities and equipment to PLNU or SDMC's obligations under this Memorandum, including for SDMC's negligence, wrongful acts or omissions, except for such Claims that are caused or contributed to by the negligence, acts or omissions or intentional misconduct of PLNU and/or PLNU Representatives.

#### 15. Insurance:

- a. PLNU agrees, at its sole expense, to procure and maintain at all times during PLNU's use of the SDMC campus, classroom, and facilities, the



following insurance with minimum limits equal to the amount indicated below. All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to SDMC. PLNU's provision of insurance coverage and limits required by this Memorandum shall not limit PLNU's liability in any way:

- b. Commercial General Liability. Commercial General Liability Insurance that shall protect PLNU and SDMC from all claims of bodily injury, property damage, personal injury, death, other injury, and medical payments arising from the negligent acts or omissions of PLNU. PLNU shall maintain such Commercial General Liability Insurance, with a single combined limit of one million dollars (\$1,000,000.00) per occurrence and annual aggregate of at least two million dollars (\$2,000,000.00). PLNU agrees to provide the following Certificates of Insurance ("COI") or Endorsements, SDMC's receipt of which shall be a condition precedent to the effectiveness of this Memorandum:
  - i. COI or Endorsement written on form CG 1020 11 85 or equivalent on which SDMC is indicated as "additional insured" for dates of use indicated in this Memorandum, or alternatively copies of excerpts of clauses in the CGL policy that confirm that a third party who PLNU is required by contract to name as an "additional insured", like SDMC, is an "additional insured" under the CGL policy;
  - ii. COI or Endorsement stating that PLNU's Commercial General Liability Policy shall be primary and SDMC's insurance shall be noncontributory with respect to injuries, damages or events caused by PLNU;
  - iii. COI or Endorsement waiving any right by the insurer to subrogation against SDMC as an "additional insured".
- c. Workers' Compensation Insurance. In accordance with provisions of section 3700 of the California Labor Code, PLNU shall be required to secure workers' compensation coverage for its employees in the amount required by law.
- d. SDMC agrees, at its sole expense, to procure

and maintain at all times during PLNU's use of the SDMC campus, classroom, and facilities, the following insurance with minimum limits equal to the amount indicated below. All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to PLNU. SDMC's provision of insurance coverage and limits required by this Memorandum shall not limit SDMC's liability in any way:

i. Commercial General Liability. Commercial General Liability Insurance that shall protect PLNU and SDMC from all claims of bodily injury, property damage, personal injury, death, other injury, and medical payments arising from the negligent acts or omissions of SDMC. SDMC shall maintain such Commercial General Liability Insurance, with a single combined limit of one million dollars (\$1,000,000.00) per occurrence and annual aggregate of at least two million dollars (\$2,000,000.00). SDMC agrees to provide the following Certificates of Insurance ("COI") or Endorsements, PLNU's receipt of which shall be a condition precedent to the effectiveness of this Memorandum:

i. COI or Endorsement written on form CG 1020 11 85 or equivalent on which PLNU is indicated as "additional insured" for dates of use indicated in this Memorandum, or alternatively copies of excerpts of clauses in the CGL policy that confirm that a third party who SDMC is required by contract to name as an "additional insured", like PLNU, is an "additional insured" under the CGL policy;

ii. COI or Endorsement stating that SDMC's Commercial General Liability Policy shall be primary and PLNU's insurance shall be noncontributory with respect to injuries, damages or events caused by SDMC.

iii.  
iv. COI or Endorsement waiving any right by the insurer to subrogation against PLNU as an "additional insured".

ii. Workers' Compensation Insurance. In accordance with provisions of section 3700 of the California Labor Code, SDMC shall be required to secure workers' compensation coverage for its employees in the amount required by law.

16. Standard Agreements: The Parties further agree that the following shall be essential terms and conditions of this Memorandum.

1. Each Party assures that it will not discriminate against any student or prospective student in the performance of this Memorandum because of race, religion, creed, color, sex, sexual orientation, gender identity or expression, age, disability, medical condition, national origin, military or veteran status, marital status, or any other protected classification in accordance with applicable Federal or state law.

2. PLNU understands and acknowledges that SDMC assumes no liability for loss by any cause, including, but not limited to, theft of or damage to any equipment, furnishings, or other personal property belonging to PLNU or to PLNU's students, officers, employees, agents, guests, or invitees, except for any loss, theft or damage caused or contributed to by SDMC or SDMC Representatives.

3. It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of SDMC or of the Board of PLNU, nor any of the officers or employees thereof by virtue of this Memorandum.

4. The delay or failure of performance by either Party shall not constitute a default under the terms of this Memorandum, nor shall it give rise to any claims against either Party for damages. Notwithstanding the above, if SDMC is unable to timely provide the classrooms, equipment, office space and/or other services required pursuant to this Memorandum, SDMC will diligently work together in good faith with PLNU to secure and provide mutually acceptable alternate space and resources in connection with the AUG courses that will be taught at SDMC.

5. The effective date and term of this Memorandum shall be from July 1, 2022 to December 31, 2026 ("Term"), with the option to renew by mutual written agreement.

6. Either Party may terminate this Memorandum prior to the end of the term, without cause, at any time, upon ninety (90) days' prior written notice to the other Party. If the Memorandum is terminated or if the AUG Program at SDMC is discontinued due to low enrollment, students may complete the AUG Program at another location at the same tuition rate.

7. This Memorandum may be modified only by written amendment executed by all Parties.

8. This Memorandum will be automatically voided if either institution loses regional accreditation.

9. Should this agreement be terminated for any reason, students who are already

enrolled in the PLNU AUG program will retain the financial and other benefits of the agreement until graduation.

10. This Memorandum constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understandings regarding this subject matter.
11. This Memorandum cannot be assigned by either Party without the other Party's prior written consent.
12. Should any of the provisions or terms of this Memorandum be determined illegal, invalid, or unenforceable by any court or governmental agency of competent jurisdiction, validity of the remaining parts, terms, or provisions, shall not be affected thereby and shall remain in full force and effect and said illegal, invalid, or unenforceable part, term, or provision shall be deemed stricken and not to be a part of this Memorandum.
13. This Memorandum shall be governed by the laws of the State of California.
14. This Memorandum may be executed in several counterparts that together shall be originals and constitute one and the same instrument. A facsimile, pdf or other electronic signature or transmission of a signed version of this Memorandum shall be deemed an original signature and binding on the applicable Party. A signed copy of this Memorandum shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties and their duly authorized representatives set forth their signatures:

POINT LOMA NAZARENE UNIVERSITY

BY: \_\_\_\_\_  
Name

\_\_\_\_\_  
Date

SAN DIEGO MIRAMAR COLLEGE

BY: \_\_\_\_\_  
Name

\_\_\_\_\_  
Date