

CONTRACT NAME: AGREEMENT BETWEEN NATIONAL UNIVERSITY AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is an agreement between National University and Davis Joint Unified School District to define how the University will offer scholarships to DJUSD employees enrolled in courses at National University.

DJUSD will partner with National University to help the University recruit DJUSD employees and in turn the University will offer scholarships to students enrolled in coursework, either at the campus or online, with a few exceptions.

There will be no financial impact to the District.

AGREEMENT FOR EDUCATIONAL SERVICES AND SCHOLARSHIPS

BETWEEN

DAVIS JOINT UNIFIED SCHOOL DISTRICT

AND

NATIONAL UNIVERSITY



This Educational Services Scholarship Agreement (hereinafter "AGREEMENT") is entered into the 3rd day of March, 2016 by and between National University (hereinafter "UNIVERSITY") and Davis Joint Unified School District and all schools within (hereinafter "DJUSD"). UNIVERSITY and DJUSD may be referred to individually as "PARTY" or collectively as "PARTIES".

The purpose of this AGREEMENT is to define how the UNIVERSITY will offer DJUSD employees a scholarship based on the cost of UNIVERSITY'S course. This AGREEMENT shall apply to courses offered at any UNIVERSITY campus and/or online, with the exception of pre-licensure nursing and Radiation Therapy programs.

The PARTIES mutually agree:

- A. This AGREEMENT is effective as of March 3, 2016 and shall terminate upon the 90-day written notice of either PARTY, with or without cause. The PARTIES agree that termination of this AGREEMENT will not affect the scholarships of then-currently enrolled DJUSD students.
- B. UNIVERSITY shall provide to any employee of DJUSD an "DAVIS JOINT UNIFIED SCHOOL DISTRICT SCHOLARSHIP," which at all times will equal 15 percent of the course tuition rate in existence at the time of registration for that course. The 15 percent scholarship is guaranteed, but only applies to the then-current tuition, and does not apply to any other fees or charges. For each DJUSD employee enrolled as a student at the UNIVERSITY, the 15 percent guaranteed scholarship will remain in force and effect for the duration of the student's academic time at the UNIVERSITY, notwithstanding the termination of this AGREEMENT, provided the student does not miss two or more consecutive academic periods. All applicants will receive an application fee waiver.
- C. The PARTIES agree and acknowledge that tuition for courses may increase or decrease over time, and that the DAVIS JOINT UNIFIED SCHOOL DISTRICT SCHOLARSHIP will proportionately increase or decrease with any change in UNIVERSITY tuition.
- D. DJUSD employees wishing to enroll as students at the UNIVERSITY will be required to apply for admission and be admitted in accordance with the UNIVERSITY'S existing admission requirements and processes for undergraduate and graduate level coursework. Upon request,

DJUSD agrees to verify the employment status of DJUSD employees who are applicants to, and students at, the UNIVERSITY. With the exception of its pre-licensure nursing programs and radiation therapy, all degree and credential programs offered at the UNIVERSITY are eligible for the guaranteed scholarship available pursuant to this AGREEMENT; however, the UNIVERSITY reserves the right to modify these programs, offerings or curriculum at any time.

- E. Employees of the DJUSD may apply for Federal student loans, external scholarships, and other forms of student financial assistance in the same manner as students attending classes at the UNIVERSITY.
- F. DJUSD agrees to list UNIVERSITY as one of its higher education partners, and use its best efforts to help UNIVERSITY recruit and retain DJUSD scholars, including offering UNIVERSITY information to new DJUSD employees and to provide similar opportunities to distribute UNIVERSITY information at any company career fair or similar events. It is specifically agreed DJUSD will incur no financial obligation to the UNIVERSITY. DJUSD employees who are students at the UNIVERSITY will acknowledge and will be personally responsible to the UNIVERSITY for payment of fees and tuition.
- G. UNIVERSITY shall defend, indemnify, and hold the DJUSD, its officers, agents and employees harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the UNIVERSITY, its officers, agents or employees.
- H. DJUSD shall defend, indemnify and hold the UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the DJUSD, its officers, agents or employees.
- I. Miscellaneous Provisions
 - a) Authority. The undersigned individuals hereby represent that they are authorized to execute this AGREEMENT on behalf of their respective organizations, and each PARTY represents that this AGREEMENT constitutes a legal and binding obligation of the PARTIES.
 - b) Severability. The PARTIES agree that if any provision of this AGREEMENT shall be determined to be void by a court of competent jurisdiction, then so long as such determination shall not affect any other material provisions of this AGREEMENT and continue to allow this AGREEMENT to be performed in the reasonable expectations of both PARTIES, then this AGREEMENT and all such other provisions shall remain in full force and effect.
 - c) Notices. Any notice required or permitted to be provided under this AGREEMENT shall be in writing and shall be deemed to have been duly served if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such PARTY set forth below:

DJUSD NOTICES:

UNIVERSITY NOTICES:

Randy C. Frisch, Esq.

Vice Chancellor, Business
11355 North Torrey Road
La Jolla, California, 92037

- d) Complete Agreement. This AGREEMENT represents the PARTIES' final and complete agreement, and this AGREEMENT shall supersede all other understandings, discussion and/or agreements, either oral or in writing, between the Parties with regard to the subject matter in the AGREEMENT.
- e) Governing Law. This AGREEMENT shall be construed in accordance with the laws of the State of California and in effect at the time of the execution of this AGREEMENT.
- f) Counterparts. The PARTIES agree that separate copies of this AGREEMENT be signed by each of the PARTIES to the AGREEMENT and these copies will have the same force and effect as if the original had been signed by all PARTIES.

My signature below indicates that I have read, understand, and agree to the terms of this AGREEMENT.

FOR DAVIS JOINT UNIFIED SCHOOL DISTRICT:

Signature: _____
Name: _____
Title: _____
Date: _____

FOR NATIONAL UNIVERSITY:

Signature: _____
Name: _____
Title: _____
Date: _____