

**Memorandum of Understanding**  
**FOR OFFERING SCHOOL OF BUSINESS & SOCIETY**  
**DEGREES AND COURSES TO COLLEGE OF MARIN STUDENTS**

Submitted by:

Thomas Horan  
Dean, School of Business & Society H. Jess and Donna Senecal Endowed Dean's Chair

**MEMORANDUM OF UNDERSTANDING BETWEEN MARIN COMMUNITY COLLEGE  
DISTRICT AND UNIVERSITY OF REDLANDS SCHOOL OF BUSINESS & SOCIETY  
REGARDING BACHELOR DEGREE AND PROFESSIONAL DEVELOPMENT PROGRAM  
OFFERINGS**

This Memorandum of Understanding ("MOU") is entered into this day, \_\_\_\_\_ by and between Marin Community College District ("District"), on behalf of the College of Marin and University of Redlands School of Business & Society (Redlands), collectively referred to as "Parties"

**WHEREAS**, District and Redlands desire to use their respective resources effectively to provide those seeking higher education with a wider range of options in achieving their educational goals;

**WHEREAS**, District and Redlands desire to coordinate curricula to facilitate student transfer from the District's Associate in Arts ("AA") degree program to Redlands bachelor degree completion programs in order to increase the percentage of District and Redlands students who earn bachelor degrees;

**WHEREAS**, District and Redlands believe that scheduling certain of Redlands's program courses on the District campuses will create a more accessible transfer pathway for District students to Redlands;

**WHEREAS**, District and Redlands further believe that offering certain Redlands program courses on District campuses will permit Redlands to attract members of the Marin county community to its programs;

**WHEREAS**, District and Redlands hope that the agreement will stimulate communication and interchange between the two institutions and enhance the educational quality and reputation of both institutions;

**WHEREAS**, District and Redlands also desire to reduce or eliminate achievement gaps for ethnic and socioeconomic groups within their respective student bodies;

**WHEREAS**, the cooperation and coordination outlined in this agreement will be an ongoing continuous process which will be further defined and developed over time;

**NOW, THEREFORE**, the parties agree to cooperate in the following ways so that students may take full advantage of educational opportunities best suited to their individual needs.

**TERM OF THIS MOU:** This MOU shall be effective from the date first shown on page one of this MOU (the "Effective Date"), provided that the MOU is approved by the governing bodies or other appropriate authority of District and Redlands, through the end of Spring 2025 according to District's calendar (the "Term"). Both parties shall meet for a review of this MOU at the end of the Term.

**TERMINATION:** In the event that either party wants to terminate this MOU early, termination notice shall be given to the other party at least 30 days in advance; termination shall be effective at the end of the semester.

**ARTICLE I. PROGRAMS:** District and Redlands shall identify and agree to offer Redlands programs (degree completion, credit certificates, non-credit certificates, and other appropriate programs) on District campuses located at Kentfield, by an official addendum to this Memorandum of Understanding for each individual program.

**ARTICLE II. COORDINATING PERSONNEL:** District and Redlands shall identify one representative from District and one representative from Redlands to coordinate programs and facilitate resolution of issues that may arise in connection with this agreement. The Coordinating Personnel shall:

- A. Monitor compliance with this MOU.
- B. Review instances in which students encounter difficulty with transfer of credit or admissions and recommend appropriate solutions and assist with resolving any such difficulty.
- C. Address any additional issues that arise from or are related to this MOU and recommend appropriate solutions; and
- D. At the end of each year during the Term of this MOU, provide a report to the District and to Redlands. The report should describe, at a minimum (i) statistics regarding student transfers that have occurred as a result of this agreement; (ii) increase, if any, in students achieving a Bachelor Degree as a result of this collaboration; (iii) any measurable decrease in achievement gaps for ethnic and socioeconomic groups; and (iv) any policies or practices which may improve collaboration and coordination between District and Redlands.

**ARTICLE III. GENERAL CONDITIONS FOR ADMISSION:** Students will be accepted into Redlands programs in accordance with existing Redlands admissions standards and procedures. Redlands degree completion programs offered on District campuses will be designed to enhance the ability of District students to

complete their bachelor degrees after meeting all pre-requisite requirements for transfer in accordance with University of Redlands School of Business & Society and District policy.

- A. Redlands will evaluate all previous, applicable academic coursework of applicants to determine transfer credit eligibility and determine if minimum academic criteria for entry to the appropriate SSU program has been met.
- B. District and Redlands will coordinate and communicate applicable admissions policy and changes in admissions policy to ensure clear understanding of application and admission requirements by all parties.
- C. Students participating in a Redlands degree completion program offered on District campuses will be required to sign a release permitting Redlands and District to release student records and information on academic and disciplinary matters and investigations between Redlands and the District without violating the Family Educational Rights and Privacy Act or other federal and state requirements.
- D. District shall provide Redlands with a list of college credit courses, which are identified as transferable to Redlands. Upon receipt of the listing, Redlands shall identify those courses that are transferable from District to meet Redlands program requirements. All decisions in regard to transferability of credit for any and all Redlands programs shall be made by Redlands in accordance with University of Redlands School of Business & Society requirements. Any disputes regarding transferable credit shall be submitted to Redlands School of Business Associate Dean for Programs and Student Success for review and recommendation to respective District/Redlands decision makers.

#### **ARTICLE IV. OBLIGATIONS OF REDLANDS:**

- A. Redlands shall bear all costs associated with offering Redlands programs on District campuses, subject to the limitations outlined in Article V and VI below.
- B. Redlands shall market, recruit, and admit qualified students into Redlands programs.
- C. Redlands shall recruit and hire faculty to teach the courses as necessary.
- D. In consultation with District, Redlands shall schedule the required courses to be taught at District campuses each term (schedules defined in Article VI and associated addenda).
- E. Redlands shall register students into the required program courses.
- F. Redlands shall pay the District the published non-profit rate for classroom use (based on the number of classrooms and hours of use) to be paid on an annual basis.
- G. Redlands shall coordinate Redlands programs, providing advising and other student administrative and academic support services as necessary.
- H. Redlands shall share with the District general information regarding students enrolled in courses offered on District premises. For the purpose of this MOU, general information is defined as information which may be designated by Redlands as publically available and/or intended to be provided to public. No other data will be shared with the District except as provided in Article II(D) above or as permitted by the required release described in Article III (C) above.
- I. Redlands School of Business & Society's Associate Dean of Programs and Student Success or the appropriate administrators shall respond to concerns raised by District regarding Redlands employees' conduct, if any, and will address any disciplinary issues in accordance with Redlands practices, rules and procedures. Redlands shall have sole responsibility for any disciplinary action against Redlands-registered

students for academic and non-academic misconduct in any Redlands course. The parties understand and agree that the District may address any disciplinary issues that arise in any District course, pursuant to the District's practices, rules, and procedures without regard to the student's status as an Redlands student.

- J. Redlands employees and students at the District location shall abide by the provisions of Article VI below with respect to the use of District facilities.

#### **ARTICLE V. OBLIGATIONS OF DISTRICT:**

- A. District shall publicize the collaboration between District and Redlands as memorialized in this MOU and its addenda, to all District students via electronic and print communication developed in conjunction with Redlands.
- B. District shall make available to all District students the recommended core requirements and shall assist 're-entry' students from the community to enroll in District courses in preparation for admission to Redlands degree completion programs.
- C. District shall cooperate with Redlands admissions personnel to facilitate conferences with students who are interested in transferring to Redlands.
- D. District shall provide Redlands access to District campuses and facilities subject to the terms and conditions detailed in Article VI.

#### **ARTICLE VI. USE OF DISTRICT CAMPUSES AND FACILITIES**

District hereby grants to Redlands a license to use District campuses and facilities under the terms and conditions outlined below and further defined by addenda for individual programs:

- A. **Scope of Facilities Use:** District shall provide student participants, Redlands faculty assigned to teach required program courses access to District campuses and facilities as follows:
  - i. District shall provide classrooms ("Classrooms") as follows:
    - a. For each Degree Completion Program defined and agreed to by addendum: At least one classroom 4 evenings per week (Monday-Thursday) between 5:00 pm and 10:00 pm, on the District campus (Kentfield) designated to host the program during the regular academic term.
    - b. Other Redlands Programs defined and agreed to by addendum: Sufficient classroom space on evenings and on Saturdays, on the District campus (Kentfield) designated to host the program. The number of classrooms and meeting times will be established within the addendum for each individual program.
  - ii. District shall provide office space ("Office Space") for the Redlands Degree Completion Program faculty assigned to District (Office Space and Classrooms are collectively referred to herein as "Facilities").
  - iii. District shall provide student participants access to District parking facilities, provided that student participants purchase District parking permits and display them appropriately on their respective vehicles.
  - iv. Because student participants will be registered for one unit of District coursework concurrent with their enrollment in Redlands Degree Completion Programs, District shall provide student participants access to the District library, health services, other campus services afforded to District students, as well as to bookstore, and shall coordinate with Redlands regarding the process for ordering necessary course materials. As District students, the degree completion students will be subject to District policies and

procedures, including but not limited to the District's standards of student conduct and disciplinary procedures.

**B. District Property Use:** Redlands and District agree to the following with respect to use of District Property:

- i. Redlands will use its best efforts to inform Redlands employees and student participants that they may not smoke on District Property. Smoking is prohibited. District will make the District policy and procedures available to Redlands employees and student participants and Redlands will work with District to address Redlands employees and student participants for his or her failure to comply with such District policy and procedures.
- ii. Redlands will use its best efforts to inform Redlands employees and student participants that they shall not use profane language, quarrel, fight, gamble, or use intoxicants or narcotics on District property.
- iii. Redlands is responsible for ensuring that the number of people utilizing the Facilities does not exceed the posted maximum occupancy for each Facility if facility maximum occupancy information is provided by the District to Redlands.
- iv. Redlands shall not permit Redlands employees or student participants to remove or displace District furniture or apparatus unless (a) Redlands requests and receives permission from District; (b) a District employee is present to supervise any such removal or displacement; and (c) Redlands returns any removed or displaced furniture or apparatus at the end of the Term of this agreement, unless District agrees otherwise in writing. Redlands shall be responsible for reimbursing the District for furniture or apparatus that are removed by Redlands employees or student participants and are not replaced in the condition in which they were removed.
- v. During days and times of facilities use by Redlands, District shall provide the same safety measures, including but not limited to patrol and presence by campus safety personnel, that it provides to District classes, programs and activities.

**C. Force Majeure:** In the event of occurrence of forces beyond District's control during the Term of this agreement including, but not limited to, fire, earthquake, flood, storm, strike, or civil disturbance, District reserves its right to suspend its obligation to provide access to District Property to Redlands employees and student participants for (i) the duration of any such event; plus (ii) a reasonable period of time after the event to afford District the opportunity to repair any damage caused and ensure the safety of District Property. District must notify all Redlands employees and student participants when the District Property is not accessible.

**ARTICLE VII. INDEMNIFICATION:** The parties agree to indemnify, defend, and hold one another harmless from any and all claims arising from the acts or omissions on the part of either party, or any of their respective officers, agents, employees, or representatives, in performance of the parties' respective obligations under this MOU. Neither District nor Redlands shall be liable for the acts or omissions of the other.

**ARTICLE VIII. EQUAL OPPORTUNITY:** The parties agree to provide equal enrollment opportunities to all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or military and veteran status or any other basis protected by law during the Term of this MOU.

**ARTICLE IX. THIRD PARTY OBLIGATIONS:** This MOU is made solely for the benefit of the parties hereto and is not intended to create third party beneficiaries.

**ARTICLE X. APPLICABLE LAW:** This MOU shall be governed by and construed in accordance with the laws of the State of California.

**ARTICLE XI. PARTIES BOUND:** This MOU shall apply to and bind the parties hereto, together with their respective heirs, successors and assigns.

**ARTICLE XII. INTEGRATION:** This MOU, including all addenda entered into under its authority, is the final, complete and exclusive agreement regarding the subject matter thereof, and it shall supersede all other proposals and negotiations with regard to the transfer of students from District to Redlands and shall constitute the foundation agreement for student transfer from District into Redlands.

**ARTICLE XIII. MODIFICATIONS:** Any modifications, additions, or deletions from this MOU must be in writing and signed by both parties.

**ARTICLE XIV. DISPUTE RESOLUTION:** The parties agree to attempt to resolve any disputes arising under this agreement not resolved through informal means through good faith mediation before a neutral mediator.

**MARIN COMMUNITY COLLEGE DISTRICT**

**UNIVERSITY OF REDLANDS  
SCHOOL OF BUSINESS & SOCIETY**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **ADDENDUM ONE: BUSINESS DEGREE COMPLETION PROGRAM**

**This Addendum to the Memorandum of Understanding is entered into this day, \_\_\_\_\_ by and between Marin Community College District ("District") and University of Redlands School of Business & Society (Redlands).**

**WHEREAS**, District and Redlands desire to provide opportunity to District students and members of the Marin County community seeking higher education the option to complete their bachelor degree; therefore the parties agree to cooperate in the following ways to establish a Bachelor of Science in Business Degree Completion Program hosted at the District's Kentfield campus to achieve a B.S. Degree in Business.

**ARTICLE I.** Redlands will offer a Bachelor of Science in Business Degree Completion Program ("BSB Program") with courses hosted at the District's Kentfield campus. The BSB Program will provide all courses to meet the upper division major requirements for the B.S. in Business degree and a pathway to the upper division general education requirements to meet the final 60 units (of the total 120 units needed) required for a Redland bachelor's degree.

- A. The BSB Program is scheduled to begin with the Fall 2022 semester, dependent on the recruitment of a sufficient number of students and appropriate instructors to implement the program.
- B. Admissions to the BSB Program will be in accordance with applicable University of Redlands School of Business & Society policy.
- C. Completion of all degree requirements will be assessed and determined in accordance with applicable Redlands policy.
- D. Student participants once admitted to the BSB Program shall be Redlands students for the purposes of all academic and financial aid services.
- E. Student participants in the BSB shall not take Redlands courses offered outside of the School of Business & Society, unless otherwise authorized by a designated program advisor. Transfer credit will be assessed and applied in accordance with Redlands policy.
- F. Redlands will register student participants in the BSB Program for a one-unit District course in each term of program enrollment to facilitate the engagement of student participants with the designated program faculty coordinator and academic advising counselor, and to afford student participants access to all District services for which District student fees are in effect. This District course in which BSB students will be enrolled by Redlands will be a specific section that will be limited to the BSB students as part of the BSB Program. The cost of enrollment in the one-unit District course will be covered as part of the cost of enrollment in the BSB Program, the total amount of which will be established by Redlands.

**ARTICLE II.** Redlands shall conduct marketing and recruit students for the BSB Program. Redlands shall work with the appropriate District offices and officials to coordinate marketing, recruiting, and pre-admissions activities to support the BSB Program.

**ARTICLE III.** Redlands will provide appropriate staff and faculty using current hiring procedures in accordance with Redlands policy.

- A. Redlands, with the consultation of District, shall seek to hire an on-site academic advising counselor to provide student support for the BSB Program at the District's Kentfield campus. Redlands shall assign a Redlands School of Business & Society faculty member to be the academic curriculum coordinator to ensure all academic criteria are met in accordance with the requirements of the School of Business and Society.

- i. Preference for the on-site advising counselor will be a current District advising counselor working at the Kentfield campus. District will nominate qualified candidates for selection by Redlands.
  - ii. Selection of the academic curriculum coordinator will be determined by Redlands School of Business & Society in accordance with department accreditation requirements.
  - iii. The on-site advising counselor and the academic curriculum coordinator will be compensated via SEIE faculty contracts term by term.
- B. Faculty for all BSB Program courses shall be selected and assigned by Redlands School of Business & Society, in accordance with the department's academic and accreditation requirements. Where possible, District faculty meeting Redlands School of Business & Society criteria shall be invited to be part of the BSB Program instructor pool.
- C. District will provide faculty to teach the one-unit District course using District hiring and staffing procedures in accordance with applicable policies, procedures, and the collective bargaining agreement between the District and United Professors of Marin.

**ARTICLE IV. Facilities and Services to support the Business DCP:**

- A. District shall provide at least one classroom with a minimum capacity for 35 students, 4 evenings per week (Monday-Thursday) between 5:00 pm and 10:00 pm, on the District's Kentfield campus during the regular academic term.
- B. District will schedule facilities for the Business DCP after consultation with Redlands. Classroom scheduling will meet the minimum listed above, but may be revised based on the needs of the BSB Program and the availability of District space.
- C. District shall provide office or conference room space on the District's Kentfield campus for the on-site advising counselor as appropriate to provide support services to BSB students.
- D. Student participants shall have access to District parking facilities, provided that student participants purchase District parking permits and display them appropriately on their respective vehicles;
- E. Because student participants will be registered for one unit of District coursework concurrent with their enrollment in the BSB Program, District shall provide student participants access to the District library, health services, other campus services afforded to District students, as well as to the bookstore, and shall coordinate with Redlands regarding the process for ordering necessary course materials.
- F. In accordance with Article IV (A) in the general MOU between the District and Redlands, Redlands shall reimburse District through cost-recovery for the reasonable cost of the one-unit District course, Materials, and Tech Support. Within thirty (30) calendar days of the end of each semester while the program is in effect, Redlands will transfer funds to the District for costs for that semester. Cost recovery will be paid at the amount of one hundred and fifty dollars (\$150) per student enrolled as of the District census date for that semester.
- G. Throughout the duration of the agreement, each party shall, at its sole cost and expense, keep in force comprehensive broad form general liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with its operations and the performance of its obligations under this agreement. Such insurance shall provide coverage as follows:
  - i. General Liability: \$1,000,000 per occurrence/\$2,000,000 in the aggregate.

ii. Workers' Compensation Insurance: as required by the State of California and Employer's Liability Insurance.

iii. Professional Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 in the aggregate.

Prior to the commencement of activities under this MOU, and thereafter immediately upon each policy renewal during the term of this agreement, each party shall provide the other party with a Certificate of Insurance and an Additional Insured Endorsement naming the other party as an Additional Insured. As the property owner where the activities under the MOU shall take place, the College of Marin's insurance shall be primary.

**ARTICLE V.** Unless otherwise delineated in this addendum, all other terms and conditions of the general MOU between District and Redlands remain in effect. Any modifications, additions, or deletions from this Addendum must be in writing and signed by both parties. This addendum will remain in effect under the same periods and terms as the general MOU.

**MARIN COMMUNITY COLLEGE DISTRICT**

**UNIVERSITY OF REDLANDS**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_