



Eastern Nazarene College  
*Discover your purpose*

EASTERN NAZARENE COLLEGE  
AND  
BRISTOL COMMUNITY COLLEGE



THIS EDUCATION AFFILIATION COMPACT (hereinafter the "Agreement") is made this 6th day of May 2015 by and between Bristol Community College located at 777 Elsbree St, Fall River, MA 02720 and Eastern Nazarene College located at 23 East Elm Avenue, Quincy, MA 02 170 (collectively also hereinafter "the parties").

### **ACKNOWLEDGEMENTS**

WHEREAS, Eastern Nazarene College is a fully accredited, co-educational liberal arts college serving undergraduate and graduate students who desire preparation for service and leadership and offers various bachelor level courses (each a "Bachelor Degree Course," collectively the "Bachelor Degree Courses") and various masters level courses (each a "Masters Degree Course," collectively the "Masters Degree Courses");

WHEREAS, Bristol Community College is a comprehensive community college offering more than 150 career and transfer programs of study in science, arts, applied sciences through associate degree programs and various associate level courses (each a "Associate Degree Course," collectively the "Associate Degree Courses");

WHEREAS, the parties desire to affiliate for the purpose of advancing common interests in the attainment of their respective educational missions and goals and for the mutual betterment of the students, facilities, employers and communities which they serve;

WHEREAS, Bristol Community College has selected Eastern Nazarene College as its partner of choice in establishing the following programs on the Bristol Community College campus:

- a full, complete and comprehensive degree completion program (the "Degree Completion Program") on the Bristol Community College campus; and
- a full, complete and comprehensive Master of Education in Higher Education Administration program (the "MEd-HEd Program") and
- a full, complete and comprehensive Master of Science in Management program (the "MSM Program");

WHEREAS, Eastern Nazarene College has the capacity and the desire to co-locate at Bristol Community College a bachelor degree program and a masters degree program for students in need of quality,

convenient, and affordable bachelors and masters degrees;

NOW, THEREFORE, in consideration of the mutual covenants, obligations, terms and conditions set forth herein, and in consideration of the mutual benefits to be derived there from, Eastern Nazarene College and Bristol Community College hereby agree to the establishment of an affiliation under which the two institutions act in collaboration on matters of mutual interest, subject to the terms and conditions set forth in the Agreement.

1. BACHELOR DEGREE PROGRAMS

- A. Bristol Community College and Eastern Nazarene College shall jointly offer on the campus of Bristol Community College a sufficient variety and number of Associate Degree Courses and Bachelor Degree Courses in order to establish the Degree Completion Program. The Degree Completion Program shall offer a bachelor of arts in Management.
- B. All Bachelor Degree Courses offered in connection with the Degree Completion Program shall be offered by Eastern Nazarene College faculty.
- C. Eastern Nazarene College shall be solely responsible for all course development and instruction for Bachelor Degree Courses and shall provide curriculum for all class work.
- D. Bachelor Degree Courses shall be under the exclusive control of Eastern Nazarene College which shall have sole authority over all academic matters.
- E. Bachelor Degree Courses shall be reviewed by Eastern Nazarene College on an annual basis.

2. MASTERS DEGREE PROGRAMS

- A. Bristol Community College and Eastern Nazarene College shall jointly offer on the campus of Bristol Community College:
    - i. a sufficient variety and number of Masters degree courses that shall constitute a full, complete and comprehensive Master of Education in Higher Education Administration program; and
    - ii. a sufficient variety and number of Masters Degree courses that shall constitute a full, complete and comprehensive Master of Science in Management program.
  - B. All Masters Degree Courses offered in connection with the Masters Program shall be offered by Eastern Nazarene College faculty.
  - C. Eastern Nazarene College shall be solely responsible for all course development and instruction for Masters Degree Courses and shall provide curriculum for all class work.
  - D. Masters Degree Courses shall be under the exclusive control of Eastern Nazarene College which shall have sole authority over all academic matters.
  - E. Masters Degree Courses shall be reviewed by Eastern Nazarene College on an annual basis.
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3. GROWTH OPPORTUNITIES

- A. Bristol Community College and Eastern Nazarene College shall explore the establishment of other graduate and undergraduate degree programs for which unmet student needs exist in the Bristol Community College and Eastern Nazarene College service areas.
- B. The parties shall explore collaboration of mission-distinctive, complementary programs in fields in which Eastern Nazarene College and Bristol Community College graduates seek to continue their formal education with new programs that may be established by both institutions.
- C. The parties shall explore collaborations to make program-specific implementation arrangements for the provision of one or more curriculum component(s) of the above-referenced degree completion programs. Such collaborations may include, but are not limited to Eastern Nazarene College and Bristol Community College delivering courses to students at Bristol Community College in the Degree Completion Program.

4. FACULTY

All faculty shall comply with the hiring criteria of their respective institutions as well as applicable accreditation and academic licensing requirements. All Associate Degree Courses shall be taught by Bristol Community College faculty and all Bachelor Degree Courses and Masters Degree Courses shall be taught by Eastern Nazarene College faculty.

5. ADMISSIONS

Admissions standards and procedures shall be established by the parties and shall be consistent with the existing admissions standards of Bristol Community College for Associate Degree Courses and of Eastern Nazarene College for Bachelor Degree Courses and Masters Degree Courses.

6. TERM, TERMINATION, AND TEACH-OUT PERIOD

- A. Implementation of this Agreement shall commence upon execution of this Agreement and shall continue for a twenty four (24) month period which shall be renewable in like increments upon the mutual written consent of the parties. This Agreement shall be subject to termination by either party upon ninety (90) days written notice unless terminated earlier by mutual agreement, subject to the Teach-Out Period (as defined below), as applicable.
- B. All rights and privileges provided under this Agreement to currently enrolled students in the Degree Completion Program shall continue until the end of the semester in which non-renewal of this Agreement occurs; and provided further that the party who elects to terminate shall assume full financial and legal responsibility for the teach-out of any additional academic semesters required for the completion of the degree program of study for all enrolled students who have completed at least one semester (the "Teach-Out Period"); except when termination is in response to a breach by the other party, in which case the breaching party shall bear full financial and legal responsibility for the Teach-Out Period.

7. TUITION AND FEES

- A. Each party shall set its own tuition and fee structure.
- B. The payment of tuition and fees shall be the sole responsibility of the enrolled student. Student payments shall be made to Eastern Nazarene College. Tuition and fees are subject to change without prior notice. When students enrolled at one institution take courses at the other institution, appropriate transfers of funds shall be made to compensate the other institution, in accordance with that institution's tuition and fee schedule.

8. ACADEMIC QUALITY

- A. Eastern Nazarene College shall have exclusive control over all issues relating to or affecting academic quality of the Bachelor Degree Courses and the Masters Degree Courses.
- B. Eastern Nazarene College shall be ultimately responsible for legal compliance, accreditation, and other regulatory issues relating to or arising out of Bachelor Degree Courses or Masters Degree Courses.
- C. Nothing contained in this Agreement shall be construed or operate to place at risk the academic licensure and accreditation status of either party.

9. SERVICES AND RESOURCE SHARING

- A. Responsibility for providing academic advising and support, counseling, career and student services, recruitment and other support services for Bachelor Degree Courses or Masters Degree Courses shall reside with Eastern Nazarene College.
- B. Responsibility for enrollment, admissions, business and registration, faculty, financial aid, student services, academic administration, career development, and alumni support for Bachelor Degree Courses or Masters Degree Courses shall also reside with Eastern Nazarene College.
- C. Bristol Community College shall provide library privileges (library cards) and library computer access for Eastern Nazarene College students.
- D. Eastern Nazarene College shall provide reserve materials for use by Eastern Nazarene College students as well as reference materials not available at Bristol Community College. Bristol Community College students and staff may access such reference materials.
- E. Bristol Community College shall provide clerical and support personnel necessary to support the Eastern Nazarene College courses taught at Bristol Community College.
- F. Bristol Community College shall provide security for Eastern Nazarene College faculty and students in accordance with Bristol Community College policies and procedures.
- G. Bristol Community College shall provide audio-visual equipment necessary to support the Eastern Nazarene College courses taught at Bristol Community College.
- H. Bristol Community College shall provide copier, telephone and Internet access to Eastern Nazarene College.
- I. Eastern Nazarene College shall provide reimbursement of all copying and long distance charges incurred by its non-dedicated office at Bristol Community College.

10. MARKETING AND RECRUITMENT

- A. Eastern Nazarene College and Bristol Community College shall promote, recruit, and solicit applications from prospective students.
- B. Brochures and marketing materials pertaining to Bachelor Degree Courses or Masters Degree Courses under this Agreement may be jointly developed, and shall be subject to the mutual approval of Eastern Nazarene College and Bristol Community College.
- C. Any direct or indirect references to the Eastern Nazarene College and Bristol Community College programs in promotional publications made by Bristol Community College shall be submitted to a designated Eastern Nazarene College officer for written approval before they are made public with such approval not to be unreasonably withheld. Eastern Nazarene College shall exercise its best efforts to respond to each submission within ten (10) business days.
- D. Any direct or indirect references to the Eastern Nazarene College and Bristol Community College programs in promotional publications made by Eastern Nazarene College shall be submitted to a designated Bristol Community College officer for written approval before they are made public with such approval not to be unreasonably withheld. Bristol Community College shall exercise its best efforts to respond to each submission within ten (10) business days.

11. FACILITIES

- A. Bristol Community College shall be responsible for providing classroom space for all courses offered at its campus and Eastern Nazarene College agrees to pay a facility fee for classroom and meeting space according to Bristol Community College's existing fee policy.
- B. Bristol Community College shall provide access to parking for Eastern Nazarene College faculty, staff and students in accordance with Bristol Community College policies and procedures.
- C. Bristol Community College shall provide meeting space for use by Eastern Nazarene faculty when they are on Bristol Community College campus meeting with students and Eastern Nazarene College agrees to pay a fee for meetings space according to Bristol Community College's existing facility fee policy.

12. ACADEMIC CALENDARS

- A. Implementation of the programs set forth in this Agreement shall commence on or after the date of the execution of this Agreement and shall continue thereafter, until officially terminated by the parties as set forth in Section 4. The parties have incorporated by reference in this Agreement their respective academic calendars for 2014-2015 and 2015-2016.
- B. Eastern Nazarene College shall provide Bristol Community College with a list of scheduled courses with the ultimate schedule of courses to be mutually agreed upon by the parties in a timely manner to allow for publication of the course schedule.
- C. The schedule for the entire program shall be made and presented to students and faculty at the beginning of the program.

13. FINANCIAL AID

State and federal financial aid shall be administered by the parties in accordance with their respective institutional participation agreements and in compliance with applicable law. Neither institution shall be obligated to provide financial aid to students attending the other institution.

14. ADMINISTRATION

Subject to the overall authority delegated by the governing boards of the parties and subject to the control and supervision of the respective chief executive officers and their designees, administrative, extra-curricular and other non-academic activities associated with this affiliation shall be collaboratively administered by the parties, with administrative oversight to be provided by the Division of Adult & Graduate Studies at Eastern Nazarene College.

15. DESIGNATED REPRESENTATIVE

With the execution of the Agreement, each of the parties shall designate one of its senior administrative staff members to serve as the primary contact person and affiliation liaison to represent the respective institution's interests during the period of this Agreement.

16. SCOPE AND EFFECT OF AFFILIATION

- A. The separate corporate existence and organization of the parties shall continue unaltered and unamended by this Agreement.
- B. The parties shall fully cooperate on all mutually agreed-upon programs, services and activities in accordance with the standards, policies, and practices of licensing and accrediting agencies, provided that the curriculum, courses of study, and methods of instruction for Bachelor Degree Courses and Masters Degree Courses shall be subject to the exclusive control of Eastern Nazarene College.

17. RESERVATION CLAUSE

- A. Bristol Community College and Eastern Nazarene College reserve the right to amend their policies from time to time. Notice of policy changes shall be given to each other no less than thirty (30) days prior to the effective date.
- B. Each institution shall have thirty (30) days from the receipt of notification to implement such policy changes except as otherwise mutually agreed by the parties in writing.

18. DECLARATION: FAIR PRACTICES

The parties are committed to the policy of non-discrimination on the basis of race, religion, color, age, gender, sexual orientation, handicap, veteran status, marital status and national origin. Educational programs, activities, admissions, and employment policies comply with all applicable federal and state laws and regulations. Nothing contained in this agreement shall be construed to deny or restrict the rights of any applicant or student under the fair practices provisions of any federal or state law or regulation.

19. INDEMINIFICATION AND HOLD HARMLESS

To the extent permitted under Massachusetts law, each party hereto shall indemnify, defend, and hold harmless the other, including trustees, officers, employees, and agents from and against any claims, demands, actions, causes of action, damages, losses, costs, liabilities and expenses, including attorney's fees, which may be made or brought against them, or which any

of them may suffer or incur as a result of, in the respect of, or arising out of the failure of the indemnifying party to perform its obligations pursuant to this Agreement, or the negligent acts or omissions of said trustees, officers, employees, and agents of the indemnifying party.

20. GOVERNING LAW

This Agreement, its validity, construction, and effect shall be governed by the laws of the Commonwealth of Massachusetts.

21. COMPLIANCE WITH LAW

The parties shall comply with applicable provisions of federal, state and local law, as well as licensing and accreditation requirements governing any and all matters covered by this Agreement.

22. PRIVACY AND CONFIDENTIALITY

The parties shall comply with applicable provisions of federal, state, and local law governing the privacy and confidentiality of all employer, employee, student, institutional, group and individual records and personal data maintained in connection with this Agreement. Additionally, the parties shall maintain appropriate security measures to protect such information consistent with the Annotated Laws of Massachusetts, Chapter 93H, § 1, et seq. and its implementing regulation, the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth, 201 CMR § 17.00, et seq.

23. INTELLECTUAL PROPERTY

- A. All prior copyrighted materials, including, without limitation, any and all reports, outlines, manuals, pamphlets, brochures and other documents owned by Eastern Nazarene College shall remain the property of Eastern Nazarene College and all such prior materials owned by Bristol Community College shall remain the property of Bristol Community College.
- B. Any material that has been copyrighted previously and is used by the parties in the performance of this Agreement shall not lose its copyright status by being so used.
- C. All materials newly created under this Agreement, including grades, transcripts, syllabi, curriculum, instructional and training materials, reports, courseware and other works of authorship shall be the property of the institution which develops such intellectual property and/or the institution and other academic responsibility for the course.
- D. The party which does not have ownership of newly created intellectual property shall have a non-exclusive license to use such intellectual property for the benefit of students enrolled under this Agreement for the Teach-Out Period. Release of such materials to any other third parties by the party possessing the non-exclusive license shall require the prior written approval of the institution with ownership rights and may be subject to additional terms, conditions, and fees.

24. NOTICE

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when given in person to either party or upon the date of mailing by US certified mail return receipt requested and addressed as follows:

**BRISTOL COMMUNITY COLLEGE**

John J. Sbrega, Ph.D.  
Bristol Community College  
777 Elsbree Street  
Fall River, MA 02720

**EASTERN NAZARENE COLLEGE**

Dr. Corlis McGee, President  
Eastern Nazarene College  
23 East Elm Ave.  
Quincy, MA 02170

25. ARBITRATION

The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled through mediation and arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court of law having jurisdiction thereof. Such arbitration or court action shall be held in Boston, Massachusetts or such other location as is mutually agreeable to the parties.

26. SEVERABILITY

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

27. SUCCESSORSHIP AND NON-ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their successors; but neither this Agreement nor any rights hereunder shall be assignable to third parties without the prior written consent of the other party. Any assignment that does not have the written consent of both parties shall be null and void.

28. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter governed herein, and shall not be deemed to be waived, added to, or modified orally, and no waiver, addition, modification, or amendments shall be valid unless signed by the parties hereto and confirmed in writing within ten days by registered mail.

29. PROGRAM DETAILS

COHORT SIZE: Except as otherwise mutually agreed upon by the parties, each cohort shall comprise a minimum of fifteen (15) and a maximum headcount of twenty-five (25) students. If the enrollment



numbers go below the mutually agreed cohort size, the program will be taught out at the current location or a mutually agreed location.

30. DISCOUNT FOR BRISTOL COMMUNITY COLLEGE EMPLOYEES

Any Bristol Community College employee that satisfies Eastern Nazarene College's admission requirements, and subject to the limitations established at Paragraph 29 (cohort size), shall be eligible to receive a fifty (50%) percent reduction in the program's tuition rates. If the enrollment numbers go below the mutually agreed cohort size, Bristol Community employees will continue to receive the employee discount.

31. DEGREE COMPLETION SCHOLARSHIP

Eastern Nazarene College will offer scholarship funds in the sum total of \$10,000 per year to qualified new students enrolled in the Bachelor of Arts in Management degree completion program. On a one-time per student basis, a scholarship in the amount of \$5,000 may be offered to two recipients. Candidates must apply. The award will be applied toward program tuition. Employees of Bristol Community College are not eligible for this scholarship.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by a duly authorized representative, on the date and year as written above.

FOR EASTERN NAZARENE COLLEGE

By: Corlis McGee  
Dr. Corlis McGee  
President

Date: 5/4/15

FOR BRISTOL COMMUNITY COLLEGE

By: John J. Sbrega  
Dr. John J. Sbrega  
President

Date: 15 May 15

By: Greg Sethares  
Greg Sethares  
Vice President of Academic Affairs

Date: 5/15/2015