



UNION INSTITUTE & UNIVERSITY

*Florida Academic Center*

**MEMORANDUM OF UNDERSTANDING  
REGARDING EDUCATIONAL SERVICES PROVIDED BY  
UNION INSTITUTE & UNIVERSITY**

THIS AGREEMENT is effective as of the date executed by the City of Hollywood Police Department, by and between Union Institute & University, located at 16853 N.E. 2<sup>nd</sup> Avenue, Suite 102, North Miami Beach, Florida 33162 hereafter referred to as (UNIVERSITY) and the City of Hollywood, by and through its Police Department, hereafter referred to as (HPD).

WHEREAS, HPD/City desires to serve its employees by inviting University onto its premises to provide academic programs for employees of the Hollywood Police Department; and

WHEREAS, UNIVERSITY desires to provide such academic programs for HPD and City of Hollywood employees with partial tuition scholarships referenced herein exchange for the use of City/HPD facilities as classroom(s).

NOW, THEREFORE, the parties agree as follows:

1. Programs: University will offer the following academic program to HPD and City of Hollywood employees (Learners) at the City of HPD's Facilities (Facilities): Bachelor of Science, Criminal Justice Management program. UNIVERSITY'S General Catalog (Catalog), in effect at the time each Learner enrolls, will govern all academic requirements for students, including, but not limited to, required courses for the Program.
2. Academic Responsibilities: UNIVERSITY shall have exclusive control over and responsibility for all academic issues, which shall include, without limitation: selection of course content and textbooks; delivery of instructional programs: selection, approval and payment of faculty; admission, registration and retention of Learners; evaluation of Learner's prior education: evaluation of Learners' process: scheduling courses: awarding academic credit; and conferring degrees.
3. Classroom Space: HPD will make appropriate classroom space and equipment (e.g., VCRs, monitors, overhead projectors) at the Facilities, available for each scheduled course. UNIVERSITY will endeavor to request the equipment at least one week in advance.

4. Class Size: UNIVERSITY will offer the Program at the Facilities for the term of this Agreement unless the average class enrollment falls below ten (10) learners during any two consecutive sessions, in which case, UNIVERSITY may terminate the Program(s), at its sole discretion.
5. Regulations and Services: Learners will be subject to the rules and regulations 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.
6. Tuition: UNIVERSITY will charge Learners the published tuition for all credit hours attempted in the Bachelor's degree program and will award a Scholarship of \$100.00 per credit hour for the first thirty (30) credits. Tuition is subject to periodic increases. UNIVERSITY will also charge Learners applicable fees and costs as indicated in the Catalog. Should Learners take courses at any place other than the Facilities, the scholarship offered in this Agreement will not be applicable and Learners will be subject to the standard tuition rate.
7. Verification of Employment Status: UNIVERSITY will enroll only those Learners who supply the UNIVERSITY with proof of their employment status. UNIVERSITY shall provide HPD/City with the names of all Learners and HPD/City shall verify, at least quarterly, that the Learners enrolled are current City employees.
8. Term: 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 the Programs are discontinued due to low enrollment, the Learners may complete the Programs at any UNIVERSITY campus or center at the standard, full tuition rate.
9. Notices: Any notice which either party may desire to give to the other party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt, postage prepaid, or by Federal Express or other reputable overnight delivery service, or by facsimile to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereafter designate. Any such notice shall be deemed given upon receipt if by personal delivery, forty eight (48) hours after deposit in the United States mail registered or certified or twenty-four (24) hours after deposit with Federal Express or other reputable overnight delivery service, or twenty-four (24) hours after transmission by facsimile, provided, however, that any notice by facsimile shall also be by notice in one of the other aforementioned methods of delivering notice.
10. Program Promotion: HPD, in its sole discretion, will promote the Programs offered at the Facilities by disseminating information to employees or others through a method of HPD's/City's choice, such as internal mail, e-mail, posting of

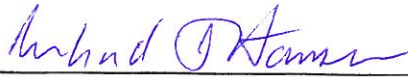
notices, distribution of brochures, or other methods. HPD/City agrees to consult with UNIVERSITY regarding the promotional materials to avoid any misrepresentation to Learners. It is HPD's/City's responsibility to make all City of Hollywood employees aware of the provisions of the Agreement. Neither party may use the names, logos, or trade marks of the other party without its prior written consent.

11. Entire Agreement and Severability: If a court holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. The Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
12. 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.
13. Indemnification: Mutual Hold Harmless Agreement between Public Entities:
  - i. Union Institute & University and City of Hollywood shall each assume liability imposed upon it, by the acts or omissions of its officers, agents or employees, by laws for injury or damages caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
  - ii. Union Institute & University and City of Hollywood shall indemnify and hold harmless the other party for any loss, costs, or expenses that may be imposed upon such other party.
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, (b) may be executed in counterparts and effective with original or facsimile signatures.
15. Insurance: University shall provide proof of general liability insurance not less than \$1,000,000.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THIS Agreement to be subscribed and executed by their duly authorized officers, on the day, month, and year first above written.

UNION INSTITUTE & UNIVERSITY

HOLLYWOOD POLICE DEPARTMENT



**Richard S. Hansen**  
Provost



**Chadwick Wagner**  
Chief of Police

Date OCTOBER 19, 2009

Date 11/2/09

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