



UNION INSTITUTE & UNIVERSITY

MEMORANDUM OF AGREEMENT REGARDING EDUCATIONAL SERVICES UNION INSTITUTE & UNIVERSITY

THIS AGREEMENT is effective as of the date executed by the Los Angeles County Sheriff's Department, by and between Union Institute & University located at 12777 W. Jefferson Blvd., Suite 100, Los Angeles, CA 90066 hereafter referred to as (UNIVERSITY) and the Los Angeles County Sheriff's Department, by and through the Sheriff, hereafter referred to as (LASD).

WHEREAS, LASD desires to serve its employees, as well as adjacent agencies counties and communities by inviting UNIVERSITY onto its premises to provide academic programs for this purpose.

WHEREAS, UNIVERSITY desires to provide such academic programs for LASD, its employees, as well as adjacent agencies, counties and communities, at no cost to the LASD or to the County of Los Angeles, with tuition and fees being the responsibility of each individual enrolled.

NOW, THEREFORE, the parties agree as follows:

1. Programs: UNIVERSITY will offer the following academic program to LASD adjacent agencies, counties and community participants (Learners) at the Twin Towers Correctional Facility and S.T.A.R.S. Center: 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 required text books; delivery of instructional programs; selection, approval, and payment of faculty; admission, registration and retention of Learners; evaluation of Learners' prior education; evaluation of Learners' progress; scheduling courses, awarding academic credit, and conferring degrees.
3. Classroom Space: LASD will make appropriate classroom space and equipment, e.g., DVD/VCR monitors, overhead projectors, white boards, etc., at the facilities available for each scheduled course. UNIVERSITY will endeavor to request the equipment at least one week in advance.


4. Regulations and Services: Learner 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.
5. Tuition: UNIVERSITY will charge Learners the published tuition for the first 30 semester units for the Bachelor's degree program and award a Scholarship of \$100 per semester credit only for the first 30 credits to law enforcement personnel and employees having custody, correctional, probation or parole duties/assignments as determined by the UNIVERSITY. Additional units beyond 30 required by Learners to graduate the standard tuition rate(s) in effect will apply. Tuition is subject to periodic increases set by UNIVERSITY. UNIVERSITY will also charge Learners applicable fees and costs, as indicated in the Catalog. Should Learners take courses at any place other than the designated Facility, the Scholarship offered in this Agreement will not be applicable and Learners will be subject to the standard tuition rate; except that LASD personnel will maintain the scholarship provision if attending classes at the following sites: **Arcadia Police Department Site**, 250 W. Huntington Drive, Arcadia, CA 91006; **Brea Police Department Site**, 1 Civic Center Circle, Brea, CA 92821-5732; and **Los Angeles Police Department, Davis Training Center Site**, 12001 Blucher Ave., Granada Hills. The LASD will be notified of other sites that may be included or if any should be eliminated.
6. Verification of Employment Status: UNIVERSITY will enroll Learners who supply UNIVERSITY with proof of their employment status. UNIVERSITY shall provide LASD with the names of all LASD employee Learners and Learners graduating the program through an LASD site.
7. 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.
8. 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 requested, 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 followed up by notice in one of the other aforementioned methods of delivery notice.

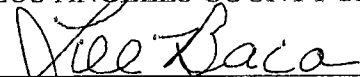
9. Program Promotion: LASD, in its sole discretion, will promote the Programs offered at its facility by disseminating information to employees or others through a method of LASD's choice, such as internal mail, e-mail posting of notices, distribution of brochures, or other methods. LASD agrees to consult with UNIVERSITY regarding the promotional materials to avoid any misrepresentation to Learners. It is LASD's responsibility to make participants aware of the provisions of the Agreement. Neither party may use the names, logos, or trademarks of the other party without its prior written consent.
10. 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, and signed by both parties.
11. 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.
12. 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.
13. Insurance: UNIVERSITY shall provide of general liability insurance of not less than \$1,000,000.

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

UNION INSTITUTE & UNIVERSITY

LOS ANGELES COUNTY SHERIFF





RICHARD S. HANSEN

Title

Provost

Date: 10-1-2009

Date: _____

Union Institute & University (UI&U) is an Ohio Corporation operating as a Foreign Corporation in California. Address is 440 E. McMillan St., Cincinnati, OH 45206-1925. UI&U does not discriminate in its admissions, employment or policy procedures on the basis of age, race, color, sex, sexual orientation, religion, national origin, political party affiliation or physical impairment. UI&U's policies and practices conform with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title XI of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1975, the Age Discrimination Act of 1975, the Equal Pay Act of 1963 and the Americans with Disabilities Act of 1990, as amended. UI&U conforms with the provisions of student rights under the Family Education Rights and Privacy Act of 1974, as amended. Files are maintained and released under the provisions of the Act.