



UNION INSTITUTE & UNIVERSITY

**REVISED MEMORANDUM OF AGREEMENT
REGARDING EDUCATIONAL SERVICES
UNION INSTITUTE & UNIVERSITY**

THIS AGREEMENT is effective as of the date executed by the LAPD, 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 City of Los Angeles, by and through its Police Department, hereafter referred to as (LAPD).

WHEREAS LAPD desires to serve its employees by inviting UNIVERSITY onto its premises to provide academic programs for employees of the Los Angeles Police Department; and

WHEREAS UNIVERSITY desires to provide such academic programs for LAPD and City of Los Angeles employees, at no cost to the LAPD or to the City of Los Angeles with tuition and fees the responsibility of each individual enrolled employee.

NOW, THEREFORE, the parties agree as follows:

1. Programs: UNIVERSITY will offer the following academic programs to LAPD and City of Los Angeles employees (Learners) at any of LAPD's Facilities (Facilities): Bachelor of Science, Criminal Justice Management program, and other programs. 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 textbooks; delivery of instructional programs; selection, approval, and payment of faculty; admission, registration and retention of Learners; evaluation of Learners' prior education; evaluation of Learner's progress; scheduling courses; awarding academic credit; and conferring degrees.
3. Classroom Space: LAPD 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 Programs 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 the first 30 semester units for the Bachelor's degree program and award a Scholarship of \$100.00 per semester credit for the first 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 UNIVERSITY with proof of their employment status. UNIVERSITY shall provide LAPD with the names of all Learners and LAPD 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 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 delivering notice.
10. Program Promotion: LAPD, in its sole discretion, will promote the Programs offered at the Facilities by disseminating information to employees or others through a method of LAPD's choice, such as internal mail, e-mail, posting of notices, distribution of brochures, or other methods. LAPD agrees to consult with UNIVERSITY regarding the promotional materials to avoid any misrepresentation to Learners. It is LAPD's responsibility to make all City of Los Angeles employees 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.

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. Pursuant to Government Code Section 895.4 and 895.6, Union Institute & University and City of Los Angeles shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
 - ii. Union Institute & University and City of Los Angeles indemnify and hold harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.
 - iii. In the event of third-party loss caused by negligence, wrongful act or omission by both parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.
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 part 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 duty authorized officers, on the day, month, and year first above written.

UNION INSTITUTE & UNIVERSITY



RICHARD S. HANSEN
Provost

Date August 19, 2009

LOS ANGELES POLICE DEPARTMENT

WILLIAM J. BRATTON
Chief of Police

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.