

Memoranda of Understanding/Agreement

This Agreement is entered into as of 2 January 2006 by City University, a Washington nonprofit corporation ("City U"), and United States Coast Guard Integrated Support Command Seattle ("Coast Guard") a United States military installation, on behalf of itself, its subsidiaries and affiliates with reference to the following:

- A. Memoranda of Understanding/Agreement, COMDTINST 5216.18 (series).
- B. City U is a private, not-for-profit educational institution, regularly engaged in providing post-secondary study, education and degree and certificate programs to students within the United States and around the world.
- C. The Coast Guard offers its personnel tuition-reimbursement and other educational benefits, and desires to include City U as a provider of such benefits, and City U is willing to do so, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and conditions set forth below, the parties hereby agree as follows:

1. Admission of Coast Guard Personnel. Any active duty and/or reservist of the Coast Guard at the time of application, enrollment and attendance, shall be eligible to be covered by this Agreement. Coast Guard active duty and/or reserve personnel may apply and be accepted to City U in accordance with City U's standard policies and procedures for all students, including admissions criteria and payment of fees. Once accepted as students, the Coast Guard active duty and/or reserve personnel shall be subject to all rules, policies and procedures as are applicable to City U students generally. Students whose service in the Coast Guard is terminated for any reason during an academic quarter in which the student is enrolled in classes shall be permitted to complete those particular classes at student's expense as contemplated herein, and shall be entitled to continue in classes at City U thereafter at the student's sole cost and expense.

1.1 On a space available basis, Coast Guard Civilian personnel, Coast Guard Civilian contractors, Department of Defense service members, auxiliarists, and dependents shall be eligible to be covered by this agreement and are subject to the admission standards, policies, and procedures outlined above.

1.2 Requests to attend City U classes at the ISC Seattle Learning Center will be prioritized as follows:

Category 1:

- CG Active Duty and Reserve members

Category 2 (Space A):

- CG Civilian Worker Employees
- Non-Allocated Funds (NAF) Employees
- CG Dependents
- CG Auxiliary Members
- Department of Defense personnel (active duty, reserve, and guard)
- Military Retirees

2. Term. Coast Guard personnel and other personnel covered by this agreement who complete City U's application process and are accepted by City U may be admitted to and begin the courses beginning with the Winter academic quarter of 2006 and in any academic quarter thereafter through the Summer academic quarter of 2006, unless this Agreement is earlier terminated as set forth below. The term of this Agreement shall remain in effect unless terminated pursuant to the provisions of Section 6 Termination.

3. Delivery of Curricula.

3.1 General Formats for Delivery. Coast Guard personnel may attend regular day, evening, weekend, online, or traditional distance learning classes, at such times as such classes are offered generally, in accordance with City U's standard policies of enrollment and availability.

3.2 Delivery at Coast Guard Integrated Support Command Seattle Location. At the Coast Guard's request, City U will deliver classes at the Coast Guard's Integrated Support Command Seattle's location on the following terms and conditions:

- (a) There must be a minimum of fifteen (15) and a maximum of twenty-five (25) students per class.
- (b) City U classes held onsite at ISC Seattle shall be delivered outside core hours of 0800 – 1100 and 1300 – 1430.
- (c) City U shall offer undergraduate level courses ranging from 100 to the 400 level.

(d) City U must be provided at least sixty (60) days written notice of the Coast Guard's request, setting forth the name and course number of the class requested to be offered, the number of students who will be enrolled, the proposed day, time and location of the class is to be offered, and approval of the class Instructor. At any time, the Coast Guard shall have the right to reasonably request another Instructor, and in such event, City U shall make a good faith effort to meet the Coast Guard's request. City U will also use its reasonable efforts to accommodate the Coast Guard's proposed schedule, including, for example, the consolidation of a course generally taught in one five-hour class per week into two two and a half-hour classes per week.

(e) Standard classroom, meeting rooms or similar facilities at such proposed location and standard classroom amenities (such as student desks, white and/or black boards, and secure desk and storage facilities and parking for City U personnel as reasonably requested), as well as internet access (subject to CG policy), computers, overhead projectors, and/or InFocus-type machines, as such may be appropriate for particular classes, shall be provided by the Coast Guard and approved by City U, in its reasonable discretion.

(f) All City U representatives, including (but not limited to) Instructors understand they are subject to the same security regulations as any person(s) visiting a military facility.

(g) City U representatives, including (but not limited to) Instructors and staff are not authorized reimbursement by the Coast Guard for any expenses associated with teaching classes at ISC Seattle (i.e. travel and/or per diem including taxi, bus, ferry, etc.).

(h) City University Instructors teaching classes at ISC Seattle must be U. S. Citizens.

4. Transfer Credits. Personnel covered by this document (identified in Section 1) shall be entitled to receive and/or transfer credit for non-education institutional and education institutional learning under the same criteria and terms as other students of City U (as such criteria and/or terms may be modified, expanded, supplemented or terminated from time to time).

5. Additional Conditions of the Parties.

5.1 Tuition. Active duty and/or reserve personnel shall pay all tuition charges for City U courses at the then prevailing military tuition rate charged by City U to active duty military students generally. City U, to the best of its abilities, will continue to offer Coast Guard active duty and/or reserve personnel competitive military tuition pricing in line with military tuition assistance rates.

(a) Non Coast Guard active duty and/or reserve personnel including (but not limited to) Coast Guard Civilian personnel, Coast Guard Civilian contractors, auxiliaries, and dependents shall pay all tuition charges for City U courses at the then prevailing rates charged by City U to students generally.

5.2 Access to Coast Guard personnel. The Coast Guard and City U agree that one goal of this Agreement is to make the benefits of City U known to all of the Coast Guard's personnel. In accordance with CG policy, ISC Seattle may identify City U as an "education provider" within the Coast Guard's training, education, and development program. Examples of how City University may access Coast Guard personnel include (but are not limited to):

(a) Announce, electronically and in hard copy, programs and services of interest to the Coast Guard personnel via the ISC Seattle Educational Services Officer. Such announcements shall be included in the Coast Guard's regular communications to personnel with respect to general benefits or personnel matters, such as newsletters and updates.

(b) Participate, at least annually, in benefits or education-specific fairs in which CG ISC Seattle participates as a sponsor or host.

(c) If applicable, be included on ISC Seattle's intranet website and be identified as a education partner in a prominent location, with a direct link to City U's website.

(d) Participate in such other intra-base communication opportunities (both electronic and print) as may be available to third parties.

City U agrees that it will not use such access or communications with the Coast Guard for any purpose other than for performance of this agreement. City U further agrees that it will not disclose publicly any information regarding this Agreement and/or the Coast Guard's participation in the City U educational program hereunder, without the prior review and written approval of the Coast Guard which approval the Coast Guard may in its sole discretion grant or deny.

5.3 City U Academic Policy on Military Student Deployment. Special accommodations are administered to students who are in the military services and are deployed. Prior to the start of the quarter, Coast Guard active duty and/or reservists deployed at a distance may apply for a 20-week distance learning course option.

Coast Guard active duty and/or reservists deployed during the quarter may exercise one of the following options:

- (a) Up to the fourth week of class, be withdrawn from the course at 100% refund to their student account or receive a grade of "Z" which holds the course open with the Instructor of Record to be completed in the future;
- (b) After the fourth week of class, receive a grade of "Z" which holds the course open with the Instructor of Record to be completed in the future.

6. Termination.

6.1 General. This Agreement may be terminated by either party for any reason on not less than ninety (90) days' written notice. If this Agreement is terminated by either party pursuant to this Section 6.1, both parties shall fulfill their obligations hereunder with respect to every the Coast Guard employee who is enrolled at the end of the notice period and who remains continuously enrolled in City U courses, until the end of the notice period or until each such employee has withdrawn, whichever shall occur first. City U may, but shall not be required to, admit The Coast Guard personnel during the notice period.

6.2 Termination to Prevent Loss of Accreditation. If termination of this Agreement is required, either directly or in City U's reasonable discretion, to prevent loss of City U's accreditation by any accrediting institution, then City U may terminate this Agreement immediately by written notice to the Coast Guard.

6.3 Continuation by Former Coast Guard Personnel. Notwithstanding any other provision of this Agreement, if (a) a student employed by the Coast Guard is terminated, or (b) this Agreement is terminated, then in such event any student then attending may continue as a student of City U on the same terms and conditions as other students of City U, including with respect to payment of tuition and fees, without re-application if he or she is enrolled and satisfactorily progressing at the time.

7. Miscellaneous Provisions.

7.1 Notices. Any notice contemplated in this Agreement may be delivered by fax, personal delivery, air or ground delivery service, with all fees prepaid, addressed as follows:

If to City U: City University
 150 - 120th Ave. N.E.
 Bellevue, WA 98005-3030
 Attention: Dr. Fernando Leon Garcia, Executive Vice President
 Academics
 Fax: 425.450.4655

If to Coast Guard: United States Coast Guard Integrated Support Command Seattle
 1519 Alaskan Way South
 Seattle, WA 98134-1192
 Attention: Education Services Officer
 Fax: 206.217.6327

or to such other addresses as either party may provide the other. Notices sent in accordance with the foregoing shall be deemed effective upon receipt. Notices and other communications may also be sent by other forms of delivery, including postal service, telephone, and electronic mail, provided, however, that (i) the sender of such notice or communication shall bear the burden of proving receipt by the intended recipient, (ii) such notice or communication shall be deemed effective upon receipt, and (iii) if received on a day that is not a normal business day or after 5:00 pm on a day that is a normal business day, such notice or other communication shall be deemed received on the next business day.

7.2 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any and all prior and contemporaneous agreements or communications of any kind or nature. If a court of competent jurisdiction determines, to any extent, that any provision, term or condition of this Agreement is invalid or unenforceable, such determination shall not affect the remainder of this Agreement, and each provision, term or condition in the remainder of this Agreement shall be valid and enforceable to the extent permitted by law.

7.3 Headings. The headings used for sections of this Agreement are not a part of the Agreement but are for convenience only. They shall have no effect on the construction or interpretation of any part of this Agreement.

7.4 Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile, each of which when executed and delivered shall constitute an original Agreement, but all of which together shall constitute one and the same Agreement.

7.5 Governing Law; Jurisdiction; Venue.

(a) The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with applicable laws.

7.6 Time Periods. All days referred to in this Agreement are calendar days unless otherwise stated. If a date, or the end of a notice or other time period falls on a Saturday, Sunday or legal holiday in the State of Washington, the next calendar day that is not a Saturday, Sunday or legal holiday shall be deemed the applicable day.

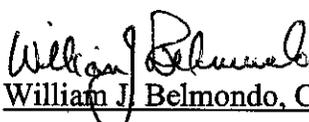
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City University

United States Coast Guard
Integrated Support Command
Seattle


By Dr. Fernando Leon Garcia
Its EVP of Academic Affairs

Date 10/04/05


By William J. Belmondo, CAPT
Its Commanding Officer

Date 9/15/05