

## AGREEMENT

Between

Union Institute & University

And

Learning Care Group, Inc.

Learning Care Group, Inc. ("LCG") enters into this agreement with Union Institute & University ("UI&U") for the purpose of awarding credits to students with a paid internship program through LCG and to provide scholarship/discount to staff personnel pursuing a bachelor's degree in Child and Adolescent Development(CHAD) or Early Childhood Studies(ECS) at UI&U.

**Union Institute & University ("UI&U")** is a private university with its main campus in Cincinnati, Ohio, and academic centers in California, Florida, and Vermont. UI&U is accredited by The Higher Learning Commission (230 North LaSalle St., Suite 7-500, Chicago, IL 60604) and is authorized as a degree-granting institution by the Ohio Department of Higher Education, the Florida Commission for Independent Education, and the Vermont Board of Education and has been determined by the California Bureau for Private Postsecondary Education to be exempt from state requirements for authorization by reason of its institutional accreditation.

**Learning Care Group, Inc. ("LCG")** is a national child care provider and leader in early education, operating nationwide as: Child Time Learning Center, La Petite Academy, The Children's Courtyard, Tutor Time, Montessori Unlimited, and Everbrook Academy. The organization offers child care and early education programs at more than 900 locations across the US and around the world. Programs are designed for children aged 6 weeks to 12 years. The headquarters is located at 21333 Haggerty Rd #100, Novi, MI 48375.

UI&U and LCG seek to demonstrate leadership within regional and national higher education distance learning communities by recognizing learning gained from an internship at a LCG child care learning center as college-level learning and therefore, UI&U assigns college credits to a student's degree program for this internship program or student may submit it for certified learning (see details below). This agreement will also open up opportunities for LCG employees to pursue their bachelor's degrees in CHAD or ECS at a discounted rate at UI&U.

UI&U and LCG agree to the following:

1. UI&U and LCG will provide an opportunity for CHAD and ECS students to undergo an 8-week long paid internship program at one of LCG's child care learning centers.
2. Students who participate in this internship will be awarded 3 upper division credits by UI&U. It will be called LCG Internship (see Appendix A for internship description). A certificate of completion or a letter from LCG verifying completion of the program will be issued to the student upon full completion of the internship program. This will serve as the source document for the credits that are awarded to the student or for the certified learning application.
3. If a student opts to complete this internship course as certified learning, the student needs to submit a CL application and pay the published cost for CL evaluation.

4. For employees of LCG child care centers who will pursue CHAD or ECS, they will receive a scholarship/discount of \$3,000 towards a bachelor's degree in CHAD or ECS at UI&U. To receive and maintain the scholarship, students must maintain a cumulative minimum GPA of 2.0. In addition, they must be continuously enrolled in CHAD or ECS. Generally, scholarships cannot be combined but the financial aid office and business office will review each individual's situation on a case by case basis.
5. LCG Employees may attend classes at any of our existing on-ground CHAD sites (see Appendix B) for directory of existing sites) or, complete the CHAD or ECS degrees online.
6. Application & Review Procedures for students pursuing the BS degree in CHAD or ECS  
Students will be considered for admission to UI&U's undergraduate degree program upon completion of:
  - the admission application form
  - application essay
  - receipt of all official transcripts from all colleges/universities attended.

7. Academic Requirements

- Courses with a "D" (1.0 on a 4.0 grade point scale) grade may not be transferred to UI&U unless such courses are part of the earned associates degree from a regionally-accredited institution.
- Courses to be transferred will be evaluated on a course by course basis for application towards degree requirements at UI&U.
- Transfer courses in the major area of study must carry a grade of "C" or better to be applicable to the program major at UI&U.
- Lower division courses do not transfer as upper division level credit.
- Courses that are not equivalent should be listed either as electives within the major or as general electives.
- UI&U's undergraduate programs reserve the right to assign credits to its own degree graduation criteria, major or concentration requirements, or electives where it sees fit. Once approved, specific courses will be summarized on a table showing credit awards by UI&U.

Completion of an associate's degree in arts or science from a regionally-accredited institution will fulfill UI&U general education requirements. However, only credits noted as transferable to a 4-year institution will be counted towards the degree.

Additional Services - UI&U will provide services necessary to ensure a smooth transfer: admission assistance, financial aid, registration, access to a virtual library, and technology. Students from LCG who are planning to pursue their bachelor's degree will have the opportunity to schedule advising and degree planning with an enrollment counselor or program advisor at UI&U. Every effort will be made to see that students from LCG receive all services needed to make them successful.

7. Catalog Policies - Students from LCG will be governed by the UI&U catalog in effect upon the first day of the first term of enrollment at UI&U.

As its role in this agreement, LCG agrees to the following:

1. LCG will support the marketing effort by promoting CHAD and ECS through a variety of appropriate marketing efforts.
2. LCG will designate academic, administrative, student services and marketing personnel to serve as liaisons to their counterparts at UI&U. This applies to both the internship and bachelor's degree initiatives.
3. LCG may immediately remove from the premises any Student for unprofessional behavior, violations of LCG policies or who poses an immediate threat or danger to personnel, customers, or children or to the quality of LCG's services.
4. LCG may request UI&U withdraw a Student from the program if his or her performance is unsatisfactory to LCG.
5. Participation in UI&U program or internship at LCG does not change the employee's at-will employment status.

UI&U will do its due diligence to inform and educate CHAD and ECS students about the internship opportunity.

This agreement will become effective on February 27, 2017 (start of Winter Session II) as authorized by the signatures below.

This agreement will remain in effect unless written modification or termination is sought by UI&U or LCG. Written notice will be required sixty (60) days prior to an intended termination. A formal review will be conducted in June every four (4) years to assess ongoing continuation of this agreement. Both institutions will monitor the progress of both the internship and bachelor's degree initiatives.

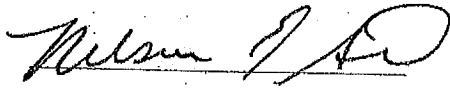
**Confidentiality** - The parties hereto understand and agree that the terms and contents of this Agreement, and the contents of the negotiations and discussions resulting in this Agreement, shall be maintained as confidential, and none of the above shall be disclosed except to the extent required by federal or state law.

**Indemnification** - Each party shall indemnify, defend and hold harmless the other party from and against any and all third party liabilities (including reasonable attorney's fees) to the extent arising from the indemnifying party's (or its employees', agents or independent contractor's) negligent or intentionally wrongful acts or omissions hereunder, and for breach of any provision in this Agreement, misrepresentation of the other's products, services or prices, and unauthorized or illegal acts of the indemnifying party, its agents or independent contractors.

**Relationship between the Parties** - The parties and their respective employees, are and shall be independent contractors and are not partners, joint ventures or agents of one another and no party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other parties.

Governing Law - This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Michigan without regard to the choice of law rules of such state.

Questions regarding this agreement may be addressed to: Frank Scala (frank.scala@myunion.edu) Chair, Child and Adolescent Development, and, Early Childhood Studies as the national contact. Specifically for California and the West Coast, they may be addressed to Holly Lopez (holly.lopez@myunion.edu), Lead CHAD Faculty.



Date: 1/30/2017

Nelson E. Soto, Ph.D.  
Union Institute & University  
Vice President for Academic Affairs



Date: 1/30/17

Laura Bevier  
Campus Relations Manager  
Learning Care Group