A Memorandum of Understanding Between The Illinois State Police Division of the Academy and Training and The Board of Trustees of Illinois State University

The Illinois State Police: Division of the Academy and Training (ISP) and the Board of Trustees of Illinois State University (ISU) hereby form a cooperative relationship through this Memorandum of Understanding ("MOU") to better serve our public constituents, to smooth the transfer process, to minimize duplication of instruction and to build on learning experiences. Both parties recognize that by working together, their collective efforts are stronger than their individual efforts.

The two parties agree to the following:

- Students who successfully complete the 27-week Illinois State Police Cadet Training and meet all general ISU and program admission criteria, will be admitted to the Criminal Justice Sciences program at Illinois State University and awarded 6 Credits for Prior Learning, specifically, 6 CJS 398 credits. Students will also receive an exemption for the CJS 398A01 Professional Practice: Criminal Justice Internship I course requirement as an Illinois State Police Trooper.
- 2. Acceptance into the Criminal Justice Sciences program at Illinois State is based on each individual student meeting the conditions and considerations listed for the program, subject to available capacity in the degree program. Students who apply for the Criminal Justice Sciences program at ISU must be currently employed as an Illinois State Police Trooper. If the student has attended any community college or university, the transfer GPA must be a cumulative 2.0 across all of the institutions attended.
- 3. Students must meet all ISU graduation requirements, including General Education, as a condition of receiving an Illinois State University B.A or B.S. in Criminal Justice Sciences
- 4. This MOU does not guarantee admission for students seeking readmission or reinstatement to Illinois State University.
- 5. ISP and ISU will collaborate and coordinate the recruitment and transfer of students in accordance with the program and degree requirements. ISP will inform prospective students of this program during student recruiting activities through co-branded marketing materials and/or other mutually agreed upon means. ISP will publish the details of this MOU on their website for the benefit of students interested in participating in the program. ISU and ISP will jointly approve any and all advertising related to this MOU. ISU will provide online or print information regarding its academic program requirements and transfer credit policies.
- 6. Relationships between ISP and ISU faculty and administration are in the spirit of cooperation and provide the basis of this MOU.

- 7. Representatives of both parties agree to meet or communicate on a regular basis, but at least every other year, to assess curricular changes and other conditions that may affect the nature of the MOU.
- 8. This MOU does not preclude either party from making curriculum changes or proficiency level changes. The other party will be notified in writing of any such curriculum changes prior to any changes being made. ISP shall notify ISU in writing of any changes in the proficiency levels for passing the Illinois State Police Cadet Training Program prior to the changes being made.
- Either party may terminate this MOU by giving at least sixty (60) days advance notice to the
 cooperating party's chief academic officer or Training Development Bureau Chief. All students
 admitted to ISU or enrolled at ISU at the time of termination will be permitted to complete the
 program.
- 10. This MOU is effective upon date of signature and will automatically renew each year for a total period not to exceed 10 years, unless terminated in accordance with paragraph 8 above.
- 11. It is understood and agreed that neither party to this MOU shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law and this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
- 12. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders, and regulations. Neither party shall engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking).
- 13. The relationship of each party to the other under this MOU shall be that of independent contractor, and no employment, partnership, or joint venture relationship shall be created by the entry into or performance of this MOU by the parties.
- 14. Both parties affirm that, to the best of its knowledge, there exists no actual or potential conflict between such party's business, or financial interests and its obligations under this MOU; and, in the event of a change in either of its private interests or obligations under this MOU, said party will raise to the other any questions regarding a possible conflict of interest which may arise as a result of such change.
- 15. This MOU may not be assigned to either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. The MOU, attachments, and incorporated references shall constitute the entire MOU between the parties with respect to the content of said MOU. This MOU may not be amended by either party unless such amendment is mutually acceptable to both parties and is reduced to writing and signed by both parties.
- 16. The failure of either party to enforce any provision hereof shall not be construed as a waiver of such party's right to enforce such provisions in the future. In the event that any provision of this

MOU shall be held to be void, voidable or otherwise unenforceable, the remaining provisions, shall remain in full force and effect. This MOU shall be governed by the laws of the State of Illinois, without regard to the conflicts of laws. Any dispute arising hereunder shall be brought only in the appropriate courts located in Illinois. This MOU may be executed in counterparts, including by facsimile signature, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

- 17. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Illinois.
- 18. Jurisdiction. The parties to this MOU each specifically consent to jurisdiction in the Illinois Court of Claims in connection with any dispute between the parties arising out of this MOU or pertaining to the subject matter hereof.
- 19. Confidentiality. Both ISU and ISP may receive confidential student information as a result of participation associated with this MOU. ISU and ISP agree to abide by the student protections as outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA").
- 20. Use of Trademark. ISU and ISP agree to grant mutual, non-exclusive, non-transferable rights to utilize each other's trademarks, logos, or other identifiers as provided by each party for the purposes of promoting this MOU, and for no other purpose. Should improper use of any trademark by either party be determined, ISU and ISP shall attempt to collaboratively work to rectify the usage. Usage does not grant any right or interest to acquire said trademarks.
- 21. Any notice required hereunder shall be deemed given when delivered in person or three (3) days after being sent by first class mail to the following addresses, which may be changed by notice provided pursuant to this MOU:

For Illinois State University:
Donna Selman
Department of Criminal Justice Sciences
Illinois State University
Campus Box 5250
Normal, IL 61790-5250

For Illinois State Police: Lieutenant Rick Morris Bureau Chief Illinois State Police Academy 3700 East Lake Shore Dr. Springfield, Illinois 62712 IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date below.

The Board of Trustees of Illinois State University

Illinois State Police: Division of Academy and Training

Dr. Ani Yazedjian

VP for Academic Affairs and Provost

Date

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Brendan F. Kelly

Director

Date

Reviewed and Approved as to legal form Office of General Counsel