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## **COLLABORATIVE AGREEMENT**

### **BETWEEN**

**THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**

### **AND**

**ADELPHI UNIVERSITY**

#### **I. Parties**

This collaborative agreement (the "Agreement") is made by and between The District Board of Trustees of Miami Dade College, Florida ("MDC"), located at 300 N.E. 2<sup>nd</sup> Avenue, Miami, Florida 33132 and Adelphi University ("AU"), located at One South Avenue, Garden City, New York 11530. Collectively, both MDC and AU shall be referred to as the "Parties."

#### **II. Purpose**

The purpose of this Agreement is to create a seamless transfer pathway for MDC graduates to complete their baccalaureate degrees at AU.

#### **III. Provisions**

##### **A. Admissions**

- i. Subject to meeting AU's admission requirements for the program they wish to enroll in, MDC students will be admitted to AU if their cumulative grade point average (GPA) meets AU transfer requirements (2.5 GPA) or the requirements for applicable AU degree programs, which are currently available at: [www.adelphi.edu/transfer/](http://www.adelphi.edu/transfer/). Students shall apply for admission to AU in accordance with rules, policies and procedures that are in effect at AU at the time of application. This includes the provision of all official transcripts from all colleges previously attended. Admission to any specific program or major is at the sole discretion of AU.
- ii. To facilitate the process of admissions, AU agrees to provide a designated transfer admissions counselor for graduates of MDC. The application fee for AU will be waived for MDC students who apply.
- iii. Student participation in this articulation protocol will be implemented in compliance with applicable federal, state, and local nondiscrimination laws and regulations. Admission to any AU program shall be without regard to race,

sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. AU does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status.

- iv. All students admitted to AU agree to abide by the regulations, rules, and statutes of AU, and its governmental entities, including but not limited to, the codes of conduct, and academic and financial policies.
- v. Students transferring to AU from MDC will receive all services provided to AU students, and will have the same rights and responsibilities afforded to all of AU's students. This includes the ability to apply for all relevant scholarships.

#### **B. Transfer of Credits**

MDC's Associate in Science (A.S) and Associate of Arts (A.A). graduates are eligible to receive up to a maximum of 64 transfer credits; provided they meet AU transfer requirements for the applicable AU degree program. Students with educational experiences at institutions in addition to MDC will be considered on a case-by-case basis.

MDC students are given the opportunity to meet with a transfer counselor in the admissions office for transfer advising, which includes review of transfer credits and necessary requirements for the completion of a bachelor's degree at AU. MDC students may also communicate with a transfer counselor via phone or email if that is the preferred method of contact. Students may also engage the online Transfer Evaluation System (TES) <http://admissions.adelphi.edu/transfer/transfer-credits.php> to access course equivalencies and determine how they will transfer to AU.

Students who complete the A.A. or A.S. degree at MDC are exempt from taking AU's General Education requirements.

#### **C. Scholarships**

MDC A.A. and A.S. graduates with cumulative GPAs above 3.0 will be considered for merit-based transfer scholarships. Performing, visual, and fine arts students will be considered for talent or transfer-talent scholarships.

MDC students who are accepted with an academic scholarship and enroll into the Scholar Teacher Education Program (STEP), AU's combined bachelor's/master's degree teaching program, must maintain the scholarship's terms and conditions, and continue as full-time students for the graduate year of STEP, in order to receive their

undergraduate academic scholarship for up to a maximum of one half of the full-time tuition for the graduate year of STEP.

MDC students who are accepted and enroll full-time directly into AU's MBA program immediately following graduation from AU's undergraduate business program, who have received an undergraduate scholarship, and maintained the scholarship's terms and conditions, may be eligible to continue receiving their undergraduate academic scholarship for up to a maximum of one half of the full-time tuition for the graduate year of the MBA Program.

**D. Registration**

MDC students who have been admitted to AU and have paid their tuition deposit will be permitted to register during early registration at the same time as their AU counterparts.

**IV. Collaboration and Coordination**

AU and MDC agree to cooperate in communicating with each other and with their respective constituents about the relationship between the two institutions. Faculty and staff at both institutions will share the information provided in this Agreement with interested and qualified students. AU and MDC agree to provide counseling and advisement to students and prospective students about this partnership and its inherent benefits.

A. During the period of this collaborative agreement, MDC will:

- i. promote AU in any publications and/or websites that discuss transfer options and agreements, and MDC's website(s) will have a link to AU.
- ii. distribute and make available any appropriate AU printed materials.
- iii. agree that all references to AU will be subject to review and approval by AU.

B. During the period of this collaborative agreement, AU will:

- i. Designate an individual to serve as a liaison to administer this Agreement. The administrator designated from AU will implement this Agreement at AU and communicate changes to those parties at AU to whom the information is pertinent. MDC will designate a similar liaison to fulfill the same purpose.
- ii. AU will provide data annually to MDC regarding the number of students who transfer under the terms of the Agreement.
- iii. agree that all references to MDC will be subject to review and approval by MDC.

**V. Term, Termination, and Other Provisions**

A. This Agreement is made effective on the date that both Parties have fully executed the Agreement. The term of this Agreement shall be for three (3) years.

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- B. Either party may send written notice of terminating the Agreement a minimum of ninety (90) days prior to the effective date of the termination.
- C. If this Agreement is terminated by either party, such termination will not affect the status of commitments made to MDC students already in the program. The Agreement will continue in effect for the terms applicable at the time each respective student enrolled in the program.
- D. Any modification to this Agreement must be made in writing and signed by both Parties.

#### **VI. Notices.**

All notices herein provided for or which may be given in connection with this Agreement shall be in writing sent by Certified Mail with postage prepaid and return receipt requested or any more expedient written means. If any such notice is provided to MDC, it will be sent to the address listed above, to the attention of Julie Alexander, Ed.D, with a copy to Javier A. Ley-Soto, Esq, General Counsel, Miami Dade College, Office of Legal Affairs, 300 N.E. 2<sup>nd</sup> Avenue, Room 1453, Miami, Florida 33132. If any such notice is provided to AU, it shall be addressed as follows: To ADELPHI: Adelphi University, One South Avenue, Levermore, Room 201, Garden City, New York 11530, ATTENTION: Controller & Associate Vice President. Such notices if so sent by United States mail shall be deemed to have been given when deposited in the United States mail.

#### **VII. Compliance with Laws.**

Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

Any provision of law or regulation or judicial or administrative interpretation of same that invalidates, or otherwise is inconsistent with the terms of this Agreement that, in the reasonable judgment of either Party, would cause one or both Parties to be in violation of law or regulation shall be deemed to have suspended the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of all applicable laws and regulations.

Both Parties acknowledge that they are each bound by the confidentiality and privacy provisions of the Family Educational Rights and Privacy Act of 1974, as amended, and may be further amended from time to time and the regulations promulgated thereunder ("FERPA"). The Parties acknowledge that the offering and administration of the Program will require the exchange of certain student information from educational records. Before such records are released and/or shared by either AU or MDC, the Parties shall obtain permission for such release and sharing from each student as is required by FERPA.

#### **VIII. Indemnification.**

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Neither Party shall be responsible for the acts of the other or for the acts of any student participating in the Program.

Subject to the limitations, provisions, and limits of Section 768.28, Florida Statutes, as may be amended, MDC shall defend, indemnify, and hold harmless AU and its officers, trustees, directors, employees, and agents from and against for any and all losses, expenses, damages, and liabilities, including reasonable attorneys' fees, arising out of (a) MDC's breach of this Agreement; or (b) the negligent acts or omissions of MDC, its officers, employees, or agents in connection with this Agreement. AU shall defend, indemnify, and hold harmless MDC and its officers, trustees, directors, employees, and agents from and against for any and all losses, expenses, damages, and liabilities, including reasonable attorneys' fees, arising out of (a) AU's breach of this Agreement; or (b) the negligent acts or omissions of AU, its officers, employees, or agents in connection with this Agreement. This provision shall survive the expiration or termination of this Agreement.

**IX. Relationship of the Parties.**

The relationship of the Parties to each other arising out of this Agreement shall be that of independent contractors. Nothing contained in this Agreement shall be construed to place the Parties in a relationship of partners, joint venturers, employer and employee, or principal and agent. Neither Party is authorized to assume or undertake any obligation of any kind, express or implied, on behalf of the other Party; nor is either Party authorized on behalf of the other Party to make any promise, warranty or representation with respect to such Party.

**X. Assignment.**

This Agreement shall not be assigned by either party without the prior written consent of the other party. This Agreement and all of the obligations and rights herein established shall extend to and be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the Parties hereto.

**XI. Governing Law.**

[Intentionally omitted]

**XII. Public Records.**

This Agreement is subject to Chapter 119, Florida Statutes, more commonly referred to as Florida's Public Records Law.

**XIII. Entire Agreement/Annual Review.**

This Agreement states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing. This Agreement will be subject to review by the designated administrators at both institutions on an annual basis to determine if any modifications to the requirements are necessary.

Any additions, deletions, or modifications to this Agreement shall not be binding on either party unless accepted and approved in writing by both Parties.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument. This Agreement may be transmitted in electronic format and shall not be denied legal effect because it was formed or transmitted, in whole or in part, by electronic means. An electronic, digital or electronically transmitted signature (collectively, "Electronic Signature") will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such Electronic Signature.

This Agreement between The District Board of Trustees of Miami Dade College, Florida, and Adelphi University was executed by the duly authorized representatives of the Parties on this — day of October, 2020.

#### Authorized Signatures

##### Adelphi University

##### THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA



11/12/2020

Dr. Steve Everett  
Provost and Executive Vice President

Date



10/16/20

Julie Alexander, Ed.D.  
Vice Provost for Academic Affairs

Date

Approved as to form and legal sufficiency:



Robert De Carlo  
Controller & Associate Vice President

Date



10/15/20

L. Christopher Saunders, Esq.  
Assistant General Counsel

Date