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[www.broward.edu](http://www.broward.edu)

**BROWARD  
COLLEGE**

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: March 31, 2009

Place: Regular Meeting of the Board of Trustees  
Broward College  
North Campus, Bldg. 46/Room 152  
1000 Coconut Creek Boulevard  
Coconut Creek, Florida

Subject: Agenda Item VII-H-Agreement/Schiller International University (Germany)

**Brief Description:**

The attached agreement will enable students of Broward College, and many colleges and universities from around the country, to study abroad in Heidelberg, Germany at Schiller International University for summer and semester length programs approved by the College Consortium for International Study (CCIS). Students are offered an intense cultural experience and may enroll in a range of courses including history, humanities, literature, German language, math, science and more. Students live in supervised residences on the campus of Schiller International University.

**Benefit to BC:**

BC already serves as the U. S. sponsoring institution for the CCIS study abroad programs in Spain and India. This agreement will extend opportunities for students to have even more variety of program choices.

Students who enroll from outside of the college pay an administrative fee towards program expenses and the expenses of the Greene International Education Institute. This has enabled BC to support other international education initiatives including scholarships, faculty development projects and visits to monitor program quality.

**Relationship to College Master Plan**

Board Agenda Approved: \_\_\_\_\_ Agenda Item VII-H  
Date: \_\_\_\_\_ Enclosure \_\_\_\_\_

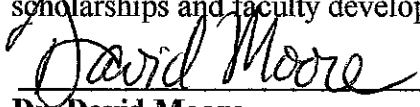
**BOARD OF TRUSTEES  
AGENDA TRANSMITTAL SHEET**

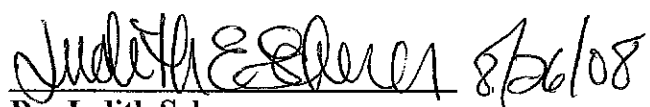
To: J. David Armstrong, President Date: August 25, 2008  
From: Dr. Judith Scherer, Vice President for Academic Affairs  
Subj: Agreement with Schiller International University (SIU), Heidelberg, Germany

**Issue:** Enable students of Broward College and many colleges and universities from around the country to study abroad in Heidelberg, Germany for summer and semester length programs. Students are offered an intense language and cultural experience and may enroll in a broad range of courses including general education and liberal arts offerings. Students live in supervised residences on the Schiller Heidelberg campus.

**Background/Analysis:** SIU has operated a study abroad program with the College Consortium for International Studies (CCIS) in Heidelberg, Germany since 1985 sponsored by Ocean County Community College and St. Ambrose University. When these colleges dropped out of the organization or shifted their focus to different study abroad programming, SIU requested that Broward College assume the role as the US sponsoring institution. After a site visit and review of the program location, it was determined that this would be an excellent venue for Broward to develop a study abroad program to compliment our existing summer program in Germany.

**Fiscal Impact:** This program does not have any fiscal impact on BC operations. However, each student who enrolls from outside of the college pays an administrative fee towards program expenses and the expenses of the Greene International Education Institute. This enables BC to support other international education initiatives including student scholarships and faculty development projects.

  
\_\_\_\_\_  
Dr. David Moore  
AVP for International Education

  
\_\_\_\_\_  
Dr. Judith Scherer  
Vice President for Academic Affairs

**Staff Position:            Recommend Approval**

**THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:**

<input checked="" type="checkbox"/> Providing high quality educational programs	<input type="checkbox"/> Providing high quality services
<input type="checkbox"/> Providing for affordability to a diverse community of learners	<input type="checkbox"/> Providing for accessibility to a diverse community of learners
<input type="checkbox"/> Commitment to student achievement	<input type="checkbox"/> Commitment to lifelong learning
<input type="checkbox"/> Commitment to academic excellence	<input type="checkbox"/> Providing use of current technology

**BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:**

Directly fulfills Purpose #6 from 2007-08 catalog: "To provide international and intercultural educational experiences to help students develop perspectives that will enable them to function effectively in a multicultural environment and in an interdependent world. To pursue linkages with educational institutions and agencies in other countries in order to provide for an academic interchange and promote the improvement of higher education on a global scale."

**Minority Firm: Yes  No  N/A**       **Broward Firm: Yes  No  N/A**

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**BROWARD COLLEGE**  
**and**  
**SCHILLER INTERNATIONAL UNIVERSITY**

**WHEREAS**, Schiller International University (Schiller) has offered undergraduate studies in Germany for over 40 years; and

**WHEREAS**, Schiller's Heidelberg Campus is attempting to expand study abroad opportunities for U.S. students; and

**WHEREAS**, Schiller has long been a College Consortium for International Studies (CCIS) destination for American study abroad students; and

**WHEREAS**, Broward College (BROWARD) was a founding member of the CCIS and has successfully coordinated the CCIS International Programs since 1978; and

**WHEREAS**, Germany has a rich tradition in culture and Western heritage, popular as a classic study abroad destination; and

**WHEREAS**, Schiller seeks assistance in distributing information about their program to the U.S. market;

**NOW, THEREFORE**, Broward College and Schiller International University enter into this Agreement for Broward to distribute Schiller information about the Schiller study abroad program in Heidelberg for students in CCIS member institutions, including course outlines and housing information.

**FURTHER**, it is agreed that Broward and Schiller are not partners, affiliates, associates or agents of one another, and therefore cannot bind or make promises or assurances to third parties about what the other party will, should or is expected to do in any given situation.

Any and all such statements will have force and effect only when expressly stated, in writing, by the party who is to be bound by the promise or assurance.

As it is the desire of both Broward and Schiller that all participants are fully advised of the risk and potential dangers associated with travel abroad, Broward and Schiller will require the participants to obtain updated U.S. Department of State Consular Sheets for all countries and provinces the participant intends to visit or travel through, and initial each page of said document to indicate their understanding of the information and acceptance of the risk stated therein. Schiller will also familiarize the participants with the U.S. Department of State website so the participants can independently obtain updates for self-assurance, and as conditions and situations may change.

All Schiller pamphlets, brochures, outlines and other marketing materials disseminated by, or on behalf of Schiller will contain the following disclaimer in ten-point type;

*The information contained herein about the Schiller International University Program in Heidelberg was prepared by Schiller International University, who is solely responsible for its contents, and any representations or warranties stated therein.*

*Broward College is not affiliated with or associated with the program, and therefore did not hire or otherwise screen the faculty, staff, employees or agents of Schiller International University. All participants are to independently assess the risks and their abilities to safely and successfully participate in this Program.*

The Broward faculty, staff and employees will not provide assurances about the safety of any portion of the program; however, Broward will encourage independent study and research with regard to life, cultural differences, social graces and taboos of the study abroad location.

1. This Agreement shall take effect on May 1, 2009, and will remain in effect for a period of five (5) years, until May 1, 2014. However, it may be cancelled without penalty by either party upon 180 days written notice.

2. Broward will offer this program in cooperation with the College Consortium for International Studies (CCIS) and will use it to facilitate the recruitment of students to study for summer, fall and spring.

3. In performance of this agreement, Schiller will serve as coordinating and facilitating agent for Broward/CCIS education programs offered in Heidelberg. To this end, Schiller will:

- a. arrange for and provide classroom facilities, housing, and other needed services for Broward/CCIS students studying in Heidelberg. Each Broward/CCIS student enrolling in the program shall execute his or her own agreement for housing, meal arrangements, and other needed student services in Germany through Schiller. Broward shall have no responsibility for student services and accommodations except as fiscal agent in the collection of program fees which will be paid pursuant to the terms and conditions of the agreement.
- b. submit to Broward the credentials of all faculty who will be utilized in the program.

- c. retain or contract with such qualified faculty for the program. Faculty will be compensated by Schiller and hired term by term at the discretion of Schiller. Faculty are not employees of Broward or CCIS.
  - d. submit to Broward descriptions and outlines for courses to be offered in the program.
  - e. invoice Broward for the appropriate instructional and program coordinating costs for each Broward/CCIS student enrolled in the Schiller Heidelberg program. Such costs will be agreed upon by both parties before July 1 of each academic year and will be confirmed in a letter of understanding.
  - f. serve as coordinating office to provide residence for the Broward/CCIS program with the Colegium Palatinum (CP).
  - g. provide Broward with class rolls, final grade reports and all other information relative to the academic progress of Broward/CCIS students.
  - h. turn over applications received from Broward to the Colegium Palatinum for students who wish to enroll in the intensive German language program and provide transcripts for CP students who have met Schiller admissions and registration procedures and requested official transcripts.
4. Schiller agrees to indemnify, hold harmless and defend BC from any claim, cause of action or suit brought by a participant, whether student, faculty or participant, in the Schiller study abroad program which arose or grew out of the study abroad

program or any other program associated with or related to the host institution. Indemnification to BC is from first dollar and may not be limited, restricted or proportioned under any theory of law, including but not limited to comparative negligence or contributory negligence from BC.

5. Schiller shall obtain a triple AAA rated general liability insurance policy naming Broward College as additional insured payee in the amount of \$100,000 per person/\$300,000 per occurrence. Said policy is to be in effect throughout the term of this agreement and the insurer must agree to notify Broward College thirty (30) days prior to the expiration or cancellation of said policy at the notice address contained in this agreement.
6. Secure comprehensive health and accident insurance for all students enrolled in Broward/CCIS program from the summer, fall and winter terms of attendance.
7. In performance of this Agreement, Broward will:
  - a. serve as a U.S. coordinating institution for students of colleges and universities which are members of CCIS who wish to enroll in this program. In this capacity Broward will provide advertising, recruitment, counseling, and advisement information to students interested in studying in Heidelberg to students at Broward and throughout the CCIS network of institutions.
  - b. collect program and instructional costs from Broward/CCIS students enrolling in this program.

- c. pay Schiller the appropriate program and instructional fees for each Broward/CCIS student enrolled in the program.
- d. provide course objectives, descriptions, and outlines to students and study abroad coordinators prepared by SIU for the Schiller and CP courses taught in Heidelberg.
- e. provide a pre-departure orientation for students in South Florida joining the CCIS Heidelberg program produced, approved and provided by Schiller.

8. Broward students enrolled in this program must meet all admission and academic requirements of Broward College in Florida.

9. Non-Broward students enrolled in this program must meet all admission and academic requirements of the college/university where they are enrolled and are subject to all academic policies and procedures of that institution.

10. Students enrolled in this program must meet all requirements of CCIS including be 18 years of age, obtain two letters of recommendation and hold a 2.5 GPA in college courses taken prior to enrollment.

11. Students will not be required to apply for admission to Schiller. The CCIS application and approval process shall be deemed satisfactory by Schiller to accept students into the study abroad position.

12. This Agreement's effective implementation shall be contingent upon Broward's securing all needed and appropriate approvals for offering this program.

13. Students enrolled in this program will be expected to arrange their own transportation to and from Heidelberg. Program costs payable to Broward will not include airfare or ground transportation to Heidelberg.

14. The review by Broward of faculty members and courses utilized in this program does not imply an endorsement of the academic program or Schiller. Broward's COC/SACS accreditation does not transfer to Schiller and Schiller's ACICS accreditation does not transfer to Broward.

15. Broward and its faculty, staff and employees will not obtain consent or authorization forms from any participant asking the participant to agree or otherwise turn over any of the participant's control with regard to health and safety matters.

16. The Broward faculty, staff and employees will not provide assurances about the safety of any portion of the program; however, Broward will encourage independent study and research with regard to life, cultural differences, social graces and taboos of the study abroad location.

17. The venue of all claims and causes of action related to the terms and conditions of this Memorandum of Understanding shall be Broward County, Florida and Florida law will apply.

In witness of the terms and conditions of the Agreement as set forth above, the parties hereto do hereby affix their signatures through their respective representatives as set forth below:

**The District Board of Trustees of  
BROWARD COLLEGE**

Witness: \_\_\_\_\_

BY \_\_\_\_\_

Paul Tanner, Chair  
District Board of Trustees

Date: \_\_\_\_\_

**SCHILLER INTERNATIONAL  
UNIVERSITY**

Witness: \_\_\_\_\_

BY \_\_\_\_\_

Geoffrey Bannister  
President

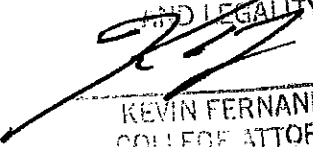
Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_

Kevin Fernander, Esquire  
College Counsel

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
KEVIN FERNANDER  
COLLEGE ATTORNEY