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BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: April 28, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
Boardroom #1208, Bldg. 33, WHC
111 East Las Olas Blvd.
Fort Lauderdale, FL

RECOMMENDATION FOR
THIS ITEM TO BE
TABLED

Subject: Agenda Item IV-A-Agreement/ICMIS - Bangalore, India

Brief Description:

The attached agreement will enable students of Broward College, and many colleges and universities from around the country, to study abroad in Bangalore, India 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, religions of India and languages of India. Students live in supervised residences.

BC has served as the U. S. sponsoring institution (along with Truman State University) for the CCIS study abroad program in India since 2007. This renewal will extend our agreement with ICMIS for another five years until 2014. The current agreement, which established a two year Broward degree granting program at ICMIS, has not been economically feasible due to the low enrollment of Broward students. It expires on December 31, 2008, and will not be renewed.

Benefit to BC:

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.

Board Agenda Approved: _____
Date: _____

Agenda Item 14-A
Enclosure _____

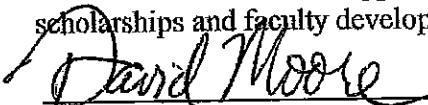
**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**

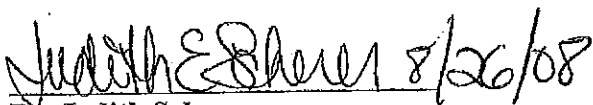
To: J. David Armstrong, President
From: Dr. Judith Scherer, Vice President for Academic Affairs
Date: August 25, 2008
Subj: Agreement with International Center for Management and India Studies (ICMIS), formerly the Center for American Education, Bangalore, India

Issue: Enable students of Broward College and many colleges and universities from around the country to study abroad in Bangalore, India for summer and semester length programs. Students are offered an intense language and cultural experience and may enroll in a range of courses including Indian religions and languages, humanities and literature. Students live with Indian families or in supervised residences.

Background/Analysis: ICMIS has partnered with BC since 1996 to offer the Broward program in India. Recent changes in administration, location and focus have caused a reassessment of the viability of this arrangement and led to a decision to change the relationship to a study abroad partnership through June 2014.

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
INTERNATIONAL CENTER FOR MANAGEMENT AND INDIA STUDIES

WHEREAS, International Center for Management and India Studies (ICMIS) offers undergraduate studies in Bangalore; and

WHEREAS, ICMIS is attempting to expand study abroad opportunities for U.S. students; and

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

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

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

FURTHER, it is agreed that Broward and ICMIS 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 ICMIS that all participants are fully advised of the risk and potential dangers associated with travel abroad, Broward and ICMIS 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. ICMIS 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 ICMIS pamphlets, brochures, outlines and other marketing materials disseminated by, or on behalf of ICMIS will contain the following disclaimer in ten-point type;

The information contained herein about the ICMIS Program in Bangalore was prepared by ICMIS, 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 ICMIS. 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, ICMIS will serve as coordinating and facilitating agent for Broward/CCIS education programs offered in Bangalore. To this end, ICMIS will:

- a. arrange for and provide classroom facilities, housing, and other needed services for Broward/CCIS students studying in Bangalore. 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 India through ICMIS. 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 ICMIS and hired term by term at the discretion of ICMIS. 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 ICMIS 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. provide Broward with class rolls, final grade reports and all other information relative to the academic progress of Broward/CCIS students.
4. ICMIS 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 ICMIS 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. ICMIS shall obtain a triple AAA rated general liability insurance policy naming Broward College as additional insured 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 Bangalore 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 ICMIS 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 ICMIS and CP courses taught in Bangalore.
- e. provide a pre-departure orientation for students in South Florida joining the CCIS Bangalore program produced, approved and provided by ICMIS.

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 ICMIS. The CCIS application and approval process shall be deemed satisfactory by ICMIS 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 Bangalore. Program costs payable to Broward will not include airfare or ground transportation to Bangalore.

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

Witness: _____

BY _____

J. David Armstrong
President

Date: _____

**INTERNATIONAL CENTER FOR
MANAGEMENT & INDIA STUDIES**

Witness: _____

BY _____

Rajkumar Rao
Academic Dean

Date: _____

Approved as to Form

By: _____

Kevin Fernander, Esquire
College Counsel

APPROVED AS TO FORM
AND LEGALITY:


KEVIN FERNANDER
COLLEGE ATTORNEY

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AGENDA ITEM IV-A

APR 28 2009

ENCLOSURE _____