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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, Building 33, Willis Holcombe Center
111 East Las Olas Boulevard
Fort Lauderdale, Fl

Subject: Agenda Item VII - M- Affiliation Agreement-Finland- (HYRIA)

Brief Description:

The Hyvinkaa-Riihimäki Vocational Institute hereafter known as (HYRIA), is located in at Torikatu 18 (PL 67), 05801 Hyvinkaa, Finland, about 30 miles north of Helsinki. Finnish higher education is going through a transformation as the government has recently acted to consolidate hundreds of small institutions into fewer larger ones. HYRIA is the name of a new institution created earlier this year in this consolidation process. It represents the merger of 7 local institutes, adult education centers, and vocational technical schools. The combined enrollment of these institutions in the two sister cities is approximately 5000 students.

The vision of the administration is to create an American College degree program for students of HYRIA some of whom may want to transfer to the U. S. to complete a bachelor's degree after two years of study in the Broward program while others will prefer to stay home and apply some of these credits to the university. This follows a similar model which Broward has established in Singapore, Ecuador, Sri Lanka, Vietnam and Peru.

Benefit to BC:

Our faculty will benefit from the opportunity to work with another international affiliate in Europe in the region of the Baltic States. This affiliation may draw more international students to BC from the region as the name and profile of Broward College becomes better known. Some students attending HYRIA may decide to transfer to BC directly after completing their first year at home. Broward College will be paid for its services, and these funds will be used to cover program expenses, employ a part-time coordinator selected from the full-time faculty and to further international education initiatives of the College.

Relationship to College Master Plan:

Goal Five of the BC Master Plan is to "increase entrepreneurial actions across the College by seeking new revenue sources." Furthermore, strategy three of this plan is to "develop a process to expand international partnership programs." The proposed new affiliation is perfectly in line with these aspirations.

RECOMMEND APPROVAL

Board Agenda Approved: _____
Date: _____

Agenda Item VII-M

**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**

To: **J. David Armstrong**

Date: **March 24, 2009**

Issue:

Agreement of Academic Affiliation between Broward College and the Hyvinkaa-Riihimaki Vocational Institute, (HYRIA) Hyvinkaa, Finland, Torikatu 18 (PL 67), 05801 Hyvinkaa, Finland


Background/Analysis:

The proposed agreement between Broward College and HYRIA for three years would begin on July 1, 2009 and terminate on June 30, 2012 and introduces a new international location to BC. This affiliation will create educational opportunities for the adult population of southern Finland, including the larger population base in nearby Helsinki. Broward College will provide its academic degree programs and technical support to enable students living in this region to enroll in an American style college program designed after Broward courses. Instruction will be offered by faculty at HYRIA in English, which is widely spoken in Finland. Broward's SACS accreditation will not transfer to HYRIA.

Fiscal Impact:

The proposed agreement will provide between \$21,000 and \$24,000 per year as a standard affiliate fee, beginning in July 2009 depending on its enrollment up to 200 students. If HYRIA later chooses to attempt to become a SACS-accredited international campus site of BC, a new agreement will be entered into which will generate additional revenue.

Initiating Official
Dr. David Moore, AVP
International Education



Vice President
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 checked="" 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:

Goal #6 of the College's mission statement states: "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." This affiliation agreement will advance this goal in a new location for the BC Greene International Education Institute.

Minority: Yes ___ No ___ N/A

Broward: Yes ___ No ___ N/A

President's Recommendation:

Recommend Approval

For Information Only

AGREEMENT OF ACADEMIC AFFILIATION

This Agreement is entered into by and between The District Board of Trustees of Broward College, Fort Lauderdale, Florida U.S.A. (a public, accredited member of the State of Florida community college system, hereinafter referred to as Broward), and the Hyvinkaa-Riihimaki Vocational Institute, located in at Torikatu 18 (PL 67), 05801 Hyvinkaa, Finland, hereinafter referred to as "HYRIA" (a public higher educational institution recognized by the Ministry of Education of Finland) to enable Broward to assist HYRIA in offering an American college -level program in Hyvinkaa and Riihimaki, Finland.

PURPOSE

The mission/purpose of HYRIA and Broward underlines the commitment of each institution to the international education of their students including an awareness of citizen responsibilities in an interdependent world.

Broward and HYRIA recognize the value of institutional linkages across national boundaries to further these goals. As the purposes, goals, and mission of Broward and HYRIA are common and compatible, the institutions, their students, and their faculty members will derive significant benefits through activities of mutual cooperation and the sharing of information and expertise.

TERMS AND CONDITIONS

The following terms and conditions set forth the responsibility of all parties to this Agreement:

1. TERMS

This agreement shall become effective on July 1, 2009, and will remain in effect for a period of three years until June 30, 2012; however, it may be canceled by either party with or without cause upon 180 days written notice without right of indemnification of the other party.

2. ACADEMIC AFFILIATION

By this agreement, HYRIA shall be academically affiliated to offer courses designed in cooperation with Broward. This contract does not transfer, infer share or represent either expressed or implicitly that Broward's SACS accreditation suggests or implies that HYRIA is similarly accredited or is more likely to receive SACS accreditation as a result of this association. To that end, HYRIA will not advertise or represent that it shares Broward's accreditation or that its courses are more acceptable than an accredited university or college as a result of this association. This affiliation is more specifically set forth as follows:

A. The responsibilities of Broward shall be to:

- 1) Provide all technical assistance by means of academic, advisement, and consulting services, to assist HYRIA in establishing and offering college-level programs, courses, and services in Finland and other overseas campuses affiliated with BC and in general, provide all the technical assistance services necessary for the adequate and complete implementation of the academic affiliation regulated under this agreement.

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- 2) Make available and authorize the use of Broward's course numbering system, catalog descriptions, and course outlines for similar courses which HYRIA may offer.
- 3) Assist HYRIA in developing and offering its academic program by conducting regular and periodic visitations by faculty members, administrators, and other college officials, as mutually agreeable.
- 4) Make available and authorize the use of Broward's criteria for the selection and retention of faculty (according to SACS Commission on Colleges expectations).
- 5) Authorize reference to this academic affiliation as well as the use of Broward's name and logo in publications provided that all such references are approved in advance by Broward and the extent of the relationship is clearly noted.
- 6) Make available the transit between HYRIA students and faculty with overseas campuses affiliated with BC.
- 7) Issue, prior to each payment, the corresponding receipt of payment.

B. The responsibilities of HYRIA shall be as follows:

- 1) When appropriate, utilize the course numbering system, catalog descriptions, and outlines of Broward courses.
- 2) Adopt an admission policy consistent with that used by Broward.
- 3) Adopt textbooks similar to those used by Broward for equivalent courses.
- 4) Recruit and retain qualified faculty to teach courses adopted from the Broward curriculum.
- 5) Issue student transcripts reflecting all academic work completed, and award diplomas/degrees when appropriate.
- 5) Maintain adequate physical facilities, library, learning resources, computers, and other educational support components.
- 6) Accept and host students and faculty coming from BC and its overseas affiliates providing them excellent courses and high quality services.
- 7) Immediately report to Broward regarding any and all changes in administration, governance, and legal status of HYRIA.
- 8) Remit to Broward annual fees for a period of 5 years in US dollars based on Part V of this agreement as follows:

(Payments will range from \$22,000 to \$27,000 per year depending on enrollment in the Broward program).

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3. GENERAL PROVISIONS

- A. Broward maintains overall control of the affiliation provided for by this Agreement.
- B. Broward College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award Associate degrees. HYRIA is not accredited by the Commission on Colleges, and the accreditation of Broward College does not extend to or include HYRIA or its students. Although Broward may accept certain HYRIA course work in transfer, other colleges and universities may not accept this work in transfer, even if it appears on a transcript from Broward College. Each institution decides for itself whether to accept transfer credit from another institution. Disclaimers regarding the non-transferability of Broward's accreditation must be included in program brochures, catalogs, websites, transcripts, and publications whenever Broward or its COC/SACS accreditation is referenced.
- C. Broward will make available and authorize the use of its criteria for the selection and evaluation of faculty; however, Broward assumes no responsibility for approving or certifying the credentials of faculty teaching in the program.
- D. It is understood by both parties that students enrolled at HYRIA are not enrolled or registered at Broward, and Broward does not award credits or degrees for any students attending HYRIA.
- E. All references to the BC/HYRIA relationship in publications, including web pages, must be approved in advance by Broward and HYRIA.
- F. This agreement shall be used to facilitate and enable Broward to provide technical assistance to HYRIA.
- G. As Broward is a public state-supported institution no public funds will be used by Broward in fulfillment of the terms of this Agreement. All costs incurred as a result of this Agreement will be borne by HYRIA.
- H. Monies received by Broward will be used primarily for academic supervision, management of the program, visiting faculty, fulfillment of the terms set forth in this Agreement, administrative overhead and costs incidental thereto.
- I. All payments to Broward shall be in U.S. dollars. Failure to pay Broward on a timely basis monies needed to implement this Agreement may result in the cancellation of this Agreement.
- J. All faculty members and other employees of HYRIA are employed by HYRIA and not Broward. Broward does not have any financial, contractual, or other obligation to any employee of HYRIA. At the same time, all faculty members and other employees of Broward are employed by Broward and not HYRIA. HYRIA does not have any financial, contractual, or other obligation to any employee of Broward.
- K. Broward assumes no responsibility and cannot be held liable for the safety, academic success, and/or well-being of any student enrolled in HYRIA. Broward does not

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guarantee admission and/or successful transfer to any school, college, or university for students enrolled in the Broward program of HYRIA.

- L. Officials of Broward will not sign or validate HYRIA diplomas or degrees and HYRIA will not indicate in any way or suggest that Broward is awarding joint-degrees or diplomas with HYRIA.
- M. This Agreement may be used to facilitate the exchange of faculty members and students.
- N. The implementation of this Agreement and its terms shall be contingent upon Broward and HYRIA securing all necessary and appropriate approvals.
- O. The entering into this Agreement by Broward does not necessarily imply approval or endorsement by Broward of all academic programs offered by HYRIA other than those that are subject to this Agreement. Broward does not guarantee or ensure that all accreditation requirements and/or standards are met by HYRIA.
- P. The undersigned institutions agree that this agreement and the party's relationship shall be governed by Florida Law. Any and all litigation arising out of this agreement shall be brought in a court of competent jurisdiction in the County of Broward in the State of Florida.
- Q. This agreement may be cancelled and superseded by a new Contract for Academic Services if HYRIA and Broward agree to pursue SACS accreditation for the Broward-HYRIA program in Finland at any time during the period this agreement is in effect, subject to approval of the new Contract by the Broward College Board of Trustees.

4. SPECIAL PROVISION:

- A. Broward agrees not to enter into similar agreements with other institutions or programs in Finland during the period of this Agreement without permission of HYRIA.
- B. Efforts will be made to develop a Contract for Instructional Services between Broward College and HYRIA to offer Broward courses and degrees at HYRIA in the future.

5. FEE STRUCTURE:

BC provides technical support, staff development, program oversight and, in the case of accredited campuses, official college transcripts to enrolled students in overseas programs. All of these are on a "fee for service" basis and are expected to underwrite the direct cost of providing such services. HYRIA agrees to pay for the cost of supporting this linkage based on the following factors:

1. enrollment of students in the Broward Program
2. distance from Broward College
3. World Bank Classification of personal income levels within Finland (see item #6 below)

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The following chart establishes these fees based on certain assumptions:

1. enrollment figure refers to fall term headcount in university level program of overseas program;
2. fees include covering travel expenses for two visits per year of up to three persons; additional services will be charged on a "pay-as-you-go" basis;
3. the affiliate agrees to pay additional expenses of hosting on-site SACS visiting team if they elect to pursue SACS accredited campus status;
4. payments to BC International Education Institute shall be made quarterly: (October, January, April, July) unless otherwise negotiated;
5. distance from BC affects the length of absence of personnel, and travel costs, so it is a legitimate factor in establishing a pricing structure;
6. personal income levels within each country are based on the World Bank Country Classification using the "Atlas method" (<http://web.worldbank.org/WBSITE/EXTERNAL/DATASTATISTICS>).

Income group: Economies are divided according to 2006 GNI per capita, calculated using the World Bank Atlas method. The groups are: low income, \$905 or less; lower middle income, \$906 - \$3,595; upper middle income, \$3,596 - \$11,115; and high income, \$11,116 or more.

Part I: International Affiliate Model

<u>Student Enrollment</u>	<u>Distance from BC</u>	<u>World Bank Classification</u>	<u>Annual Fee in U.S. Dollars</u>
1-100	1	1	16,000
1-100	1	2	17,000
1-100	1	3	18,000
1-100	1	4	19,000
1-100	2	1	19,000
1-100	2	2	20,000
1-100	2	3	21,000
1-100	2	4	22,000
101-200	1	1	19,000
101-200	1	2	20,000
101-200	1	3	21,000
101-200	1	4	22,000
101-200	2	1	22,000
101-200	2	2	23,000
101-200	2	3	24,000
101-200	2	4	25,000
201-300	1		21,000

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21,000

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The following chart establishes these fees based on certain assumptions:

1. enrollment figure refers to fall term headcount in university level program of overseas program;
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1-100	1	4	19,000
1-100	2	1	19,000
1-100	2	2	20,000
1-100	2	3	21,000
1-100	2	4	22,000
101-200	1	1	19,000
101-200	1	2	20,000
101-200	1	3	21,000
101-200	1	4	22,000
101-200	2	1	22,000
101-200	2	2	23,000
101-200	2	3	24,000
101-200	2	4	25,000
201-300	1		21,000

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201-300	1	2	22,000
201-300	1	3	23,000
201-300	1	4	24,000
201-300	2	1	24,000
201-300	2	2	25,000
201-300	2	3	26,000
201-300	2	4	27,000
301-400	1	1	23,000
301-400	1	2	24,000
301-400	1	3	25,000
301-400	1	4	26,000
301-400	2	1	26,000
301-400	2	2	27,000
301-400	2	3	28,000
301-400	2	4	29,000
401-500	1	1	25,000
401-500	1	2	26,000
401-500	1	3	27,000
401-500	1	4	28,000
401-500	2	1	28,000
401-500	2	2	29,000
401-500	2	3	30,000
401-500	2	4	31,000

KEY:

Enrollment

Based on fall headcount of students in university level program

Distance

1 = Western Hemisphere

2 = Eastern Hemisphere

World Bank Classification

1 = lower income economy

2 = lower-middle income economy

3 = upper-middle income economy

4 = high income economy

This schedule is subject to review every three years (beginning in 2010) based on current local and worldwide economic conditions.

APPROVED V11-14

Part II . Terms and Conditions:

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1. Finland is in the eastern hemisphere and is close to the United States so the distance on the above chart is "2".
2. Finland is ranked by the World Bank as a "lower-middle income economy" so the World Bank Classification is "4".
3. Therefore, HYRIA agrees to pay BC \$22,000 annually based on enrollments between 1 and 100 students, with incremental increases over a five period based on anticipated enrollment.
4. HYRIA agrees to pay the amount due within sixty (60) days of the due date.
5. Payment is due within sixty (60) days after the start of the next quarter or sixty (60) days after the period in which Broward College is expected to provide any service or material under this agreement.
6. Broward College reserves the right to immediately cancel this agreement upon breach of any term of the affiliation agreement including failure to pay the affiliation fee in a timely manner.
7. Broward College is relieved of any duty or obligation under this agreement immediately upon its breach or termination. Broward College is not required to provide notice or make a demand before terminating this agreement, or before declaring the affiliate in default of this agreement. HYRIA agrees to immediately stop using any materials provided by Broward College and the affiliation is terminated immediately upon the default of this agreement. Further, HYRIA is immediately prohibited from referencing, advertising or otherwise commenting on its affiliation or association with Broward College upon default.
8. All disputes regarding the affiliation agreement, fee agreement or any addendum, license, right or claim will be brought in the courts in and of Broward County, Florida. Florida law shall apply to all disputes and the affiliate waives all claims and defenses under any conflict of law or jurisdiction to the extent said claim would remove the matter from the jurisdiction of the state or federal courts located in Broward County, Florida.
9. The prevailing party to any dispute raised pursuant to this agreement will be entitled to attorney's fees, expenses and costs.
10. To the extent that any provision contained herein or any portion of any provision contained herein is determined null, void, illegal or otherwise unenforceable that provision or portion of a provision will be stricken from this agreement and the remainder of the agreement will be interpreted and enforced as if the stricken provision was never included.

IN WITNESS WHEREOF, the parties thereto have affixed their signatures.

REDACTED VII-M

The District Board of Trustees of
BROWARD COLLEGE

Witness: _____

Paul Tanner, Chair
BC District Board of Trustees

Date: _____

Witness: _____

J. David Armstrong,
BC President

Date: _____

Witness: _____

HYRIA President

Date: _____

APPROVED AS TO FORM
AND LEGALITY:



KEVIN FERNANDER
COLLEGE ATTORNEY

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