**3.4.3** The institution publishes admissions policies that are consistent with its mission. 

(Admissions policies)

Non-Compliance

The institution has policies that specify admission requirements for both degree and non-degree seeking students and publicizes this through various modes such as the Catalog, the college website and brochures. The institution has general admission requirements of an institutional application, proof of completion of high school, GED or ability to benefit; with the bachelor’s and health sciences having additional requirements. The institution provides an admissions procedure chart to assist the student in determining the documents required to gain admission to the various programs, as well as course placement, advising, and educational planning information. However, the institutional admissions policies are not clear in regard to international and overseas programs.

Response:

Students from the International Centers who seek to study in a Broward College program in their home country must meet the same requirements as students in Florida who seek admission into Broward College (1). As required in the Contract for Instructional Services (2) (3) (4) (5) between Broward College and its International Centers, all applications for admission are processed in Florida by Broward College personnel. Applications are sent for processing prior to admission and students are required to submit proof of high school graduation, just as all other new students enrolling from a high school in the United States.

Students from International Centers are required to submit acceptable ACT or SAT scores or take the Post-Secondary Educational Readiness Test (PERT) required of students in Florida. When English is not their native language, International Center students must take the Levels of English Proficiency (LOEP) placement test, just as non-native English speakers in Florida must do. The minimum required scores for these tests are the same for International Center students as for students enrolling in Florida.

Placement scores determine a student’s enrollment into college-level, developmental, or English for Academic Purposes (EAP) courses in both Florida and at International Centers of Broward College (see Table 3.4.3-1 and 3.4.3-2).
Table 3.4.3-1
PERT Placement Testing Table

<table>
<thead>
<tr>
<th>Subject Area</th>
<th>PERT Score (Reading)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Reading Courses</strong></td>
<td></td>
</tr>
<tr>
<td>REA0007C – Prep</td>
<td>50-83</td>
</tr>
<tr>
<td>REA0017C – Prep</td>
<td>84-103</td>
</tr>
<tr>
<td>REA1105 - Elective (Recommended)</td>
<td>104+</td>
</tr>
<tr>
<td>No Reading</td>
<td>104+</td>
</tr>
<tr>
<td><strong>English Courses</strong></td>
<td></td>
</tr>
<tr>
<td>ENC0015 / ENC0015L – Prep</td>
<td>50-89</td>
</tr>
<tr>
<td>ENC0025 / ENC0025L – Prep</td>
<td>90-98</td>
</tr>
<tr>
<td>ENC1101 - College Level</td>
<td>99+</td>
</tr>
<tr>
<td><strong>Math Courses</strong></td>
<td></td>
</tr>
<tr>
<td>MAT0018 / MAT0018L – Prep</td>
<td>50-95</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject Area</th>
<th>PERT Score (Elem. Algebra)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Math Courses</strong></td>
<td></td>
</tr>
<tr>
<td>MAT0028 / MAT0028L – Prep</td>
<td>96-112</td>
</tr>
<tr>
<td>MAT1033 – Elective</td>
<td>113-122</td>
</tr>
<tr>
<td>MAC1105, MGF1106, MGF1107, STA2023</td>
<td>123+</td>
</tr>
</tbody>
</table>

Students who place lower than college-level on the SAT or ACT must take the PERT to establish placement.

LOEP scores and corresponding course placement for the EAP Program pertain to students who enroll in courses in the Fall term of 2006 or later at any of the Broward College campuses and centers, including International Centers.

Table 3.4.3-2
Levels of English Proficiency Scores

<table>
<thead>
<tr>
<th>LOEP Score Table and Course Placement</th>
<th>Reading Comprehension</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phonetics / Communication</strong></td>
<td></td>
</tr>
<tr>
<td>EAP 0100- Under 50</td>
<td>EAP 0120- 0-59</td>
</tr>
<tr>
<td>EAP 0200- 51-70</td>
<td>EAP 0220- 60-74</td>
</tr>
<tr>
<td>EAP 0300- 71-85</td>
<td>EAP 0320- 75-89</td>
</tr>
<tr>
<td>EAP 0400- 86-100</td>
<td>EAP 0420- 90-113</td>
</tr>
<tr>
<td>Exempt- 101 or higher</td>
<td>CPT Reading</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grammar and Composition</th>
</tr>
</thead>
<tbody>
<tr>
<td>EAP0185C</td>
</tr>
<tr>
<td>EAP0285C</td>
</tr>
<tr>
<td>EAP0385C</td>
</tr>
<tr>
<td>EAP0485C</td>
</tr>
<tr>
<td>EAP1540C</td>
</tr>
<tr>
<td>EAP1640C</td>
</tr>
</tbody>
</table>

Course placement in these courses depends on the score of the writing sample, which is graded by an EAP faculty member. They are listed in order of level.
<table>
<thead>
<tr>
<th>References/Documentation</th>
<th>Page Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Admission &amp; Registration Procedures—Sri Lanka</td>
<td>3.4.3-1 ACHE Admission Registration Procedures Sri Lanka</td>
</tr>
<tr>
<td>2. Contract for Instructional Services—Ecuador</td>
<td>3.4.3-2 Ecuador Contract for Instructional Services</td>
</tr>
<tr>
<td>3. Contract for Instructional Services—Peru</td>
<td>3.4.3-3 Peru Contract for Instructional Services</td>
</tr>
<tr>
<td>4. Contract for Instructional Services—Sri Lanka</td>
<td>3.4.3-4 Sri Lanka Contract for Instructional Services</td>
</tr>
<tr>
<td>5. Contract for Instructional Services—Vietnam</td>
<td>3.4.3-5 Vietnam Contract for Instructional Services</td>
</tr>
</tbody>
</table>
American College of Higher Education

International Affiliate Program

Admission & Registration Procedures

Sri Lanka, American College of Higher Education

1. All appropriate documents for admissions, including a signed application, a copy of the student’s GCE certificate (proof of high school graduation), and any additional documents such as the IB Diploma must be submitted as a complete application packet to the District Registrar’s Office. The student’s request for admissions will not be fulfilled until all documents are received. The application packet may be scanned followed by the paper copies being mailed.

2. Students must submit a certified copy of their GCE ‘O’ level or ‘A’ level certificates with a passing grade of Distinction, Credit, or Pass (noted as D, A, B, C, or S) in at least four academic subjects to satisfy the proof of high school graduation requirement. The preliminary results may be used as a part of the application packet until the official certificates are received.

3. Upon presentation of the original GCE certificate, a CAE administrator may certify by writing “I Certify This Is a True and Original Copy”, his/her name, signature and date on the copy. In so doing, he/she is confirming the certificate’s authenticity and accepting responsibility for any errors. If any discrepancies or falsification of documents are discovered, prompt action must be taken to correct the matter by immediately contacting the District Registrar’s Office.

4. All GCE ‘A’ level courses must be evaluated by a commercial evaluation company and forwarded directly to the Registrar’s Office.

5. All IB Diplomas must be translated into English by a certified translation company, if the document is in a language other than English, and accompany the application packet. Please note that the IB Diploma fulfills the student’s proof of high school graduation.

<table>
<thead>
<tr>
<th>Commercial Evaluation Companies</th>
</tr>
</thead>
<tbody>
<tr>
<td>World Education Services</td>
</tr>
<tr>
<td>National Association of Credential Evaluation Services</td>
</tr>
</tbody>
</table>
CONTRACT FOR INSTRUCTIONAL SERVICES

Broward College and Center for American Education - Ecuador
In Guayaquil and Quito, Ecuador

This Agreement is entered into by and between The District Board of Trustees of Broward College, 111 E. Las Olas Blvd., Fort Lauderdale, Florida, U.S.A., a public, regionally accredited member of the State of Florida College system, hereinafter referred to as "BC", and the Broward Center for American Education – Ecuador, hereinafter referred to as "BCAE" a private educational institution headquartered at Circunvalacion Norte #419 e/5ta y la 6ta Guayaquil, Ecuador, which is registered with SENECYT, a division of the Ministry of Education of Ecuador. BCAE is located at this address in Guayaquil and on the campus of Academia Cotopaxi a private K-12 school at de las Higuerrillas y Alondras (Monteserrín) streets in Quito, Ecuador to provide Broward College courses at their two locations.

PURPOSE

The purpose of this contract is to enable BC to offer U.S. college-level academic courses in Ecuador in cooperation with BCAE.

BC maintains a commitment 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. Further, BC is committed to pursuing linkages with educational institutions and agencies in other countries in order to provide for an academic interchange and to assist each other in achieving educational objectives for the improvement of higher education on a global scale.

Included in the mission of BCAE is the commitment to provide study programs designed to fit the varied educational and vocational goals of students while operating within a larger context of local, regional and international higher education patterns.

BC and BCAE are both committed to the philosophy of providing educational opportunities for students to develop themselves for a purposeful, gratifying, and useful life.

BC and BCAE recognize the value of institutional linkages across national boundaries to further these goals. As the purposes, goals, and mission of BC and BCAE are common and compatible in many areas, the institutions and their students 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 responsibilities of both parties to this contract:

1. TERM

This contract shall become effective on July 1, 2012, and remain in effect for a period of five (5) years. It may be canceled without penalty by either party upon at least 180 days written notice, provided that any academic term in progress be completed. If mutually agreed to by the Parties in writing, this contract may be terminated earlier. In the event that BC initiates cancellation of this contract in accordance with this clause, BC commits to use its best endeavors to assist BCAE to identify and secure a comparable, fully accredited institutional partner.

Except as a direct consequence of contractual breach, neither party may assert a claim for damages or loss of profit, whether direct or indirect, consequential, known, unknown, or disclosed. Further, neither party may assert a claim for loss of goodwill or reputation. The cost to defend any such cause of action including attorney’s fees, costs and expenses, shall be immediately recoverable from the party who initiates or files a claim noted above.

2. CONTRACT FOR INSTRUCTIONAL SERVICES

Under the terms of this contract, BCAE shall provide instructional services, specifically including U.S. college-level courses, as part of BC’s Ecuador program.

BC is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award Associates and Baccalaureate Degrees, and Certificates. BCAE is not accredited by the Commission on Colleges, however, the courses and degrees offered by BC at BCAE are approved by the Commission on Colleges under the scope of BC’s regional accreditation. BC enrolls students in coursework and recognizes the courses taken at BCAE in Ecuador as equivalent to those offered at BC in Florida.

A. The responsibilities of BC shall be as follows:

1) Authorize and require the use of BC’s course numbering system, catalog descriptions, and course outlines for courses which BCAE will teach as part of the BC program.

2) Provide regular administrative support and supervision for BC’s academic program in Ecuador by conducting regular visitations by BC faculty members, administrators, and other college officials. Such visits shall include classroom observations, review of course syllabi, examination of student learning outcomes measures and other means of evaluating the parallelism and consistency between courses taught by BC in Florida and those offered by BC through BCAE in Ecuador.
3) Authorize and require the use of BC's criteria for the selection and evaluation of faculty. BC will review and approve the credentials of all faculty teaching in the program.

4) Authorize reference to this contract in BCAE marketing publications and other materials, provided that all such references are approved in advance by BC.

5) Process applications and admit students participating in the BC Ecuador program based on regular BC application and admission procedures and requirements.

6) Conduct periodic training sessions for BCAE staff on the utilization of the BC student information system to perform appropriate tasks related to maintaining student records.

7) Issue official BC transcripts reflecting credits earned by students enrolled in courses governed by this contract, and maintain official academic records for all students participating in this program.

8) Award official BC degrees for students who have met all graduation requirements for the Associate’s Degree as described in the appropriate BC catalog.

9) Provide the SACS Commission on Colleges with timely access to BCAE’s materials, physical sites and personnel in conjunction with accreditation reviews.

10) Work with BCAE to establish an Institutional Effectiveness review cycle that will follow the same process as used for programs offered by BC in Florida.

B. The responsibilities of the Broward Center for American Education shall be as follows:

1) Utilize the course numbering system, catalog descriptions, and outlines of BC courses, and ensure that BC course objectives and contact hour requirements are met for all courses offered.

2) Utilize BC's criteria for the selection of faculty, and submit faculty credentials and teaching assignments to BC's International Education Institute in a timely manner to enable the approval of the credentials of all faculty utilized in the program. Such faculty must meet academic and professional preparation guidelines established by BC and the Southern Association of Colleges and Schools Commission on Colleges. All faculty teaching in the BC program must be proficient in the use of English language.
Credentials of faculty earned at institutions not accredited by a U.S. regional accrediting agency and/or earned outside of the United States will be subject to evaluation by an approved Foreign Credential Evaluation Service to determine whether the credits and degrees earned are recognized as equivalent to credits and degrees earned within the United States through a regionally-accredited institution. The cost of these evaluations will be borne by BCAE.

3) Using a course syllabus for each class, provide all students enrolled in BC courses in Ecuador information about the goals and requirements of the course, the nature of the course content, and the methods of evaluation.

4) Adopt textbooks and/or learning resources for courses that have been approved by BC.

5) Utilize BC's grading system, records policy, and standards of student academic progress and achievement as outlined in the current college catalog.

6) Evaluate instructional faculty using the performance appraisal procedures of BC. These performance reviews will be made available to Broward College personnel upon request.

7) Administer student satisfaction and student opinion of instruction surveys, the results of which will be made available to BC personnel upon request.

8) Forward to BC the student applications and application fees for each student enrolled in BC courses in Ecuador prior to admission to the college.

9) Utilize the BC student information system to develop class rolls, grade reports, drop and add transactions, and all other information relative to the academic progress of students enrolled in BC courses.

10) Provide ongoing training of BCAE staff on the proper use of the BC student information system in order to ensure the timely and consistent maintenance of student records.

11) Collaborate with BC to ensure that applicable SACS COC Core Requirements, Comprehensive Standards and Federal Requirements are met from The Principles of Accreditation and the Commission Policy "Collaborative Academic Arrangements: Policy and Procedures" (Approved December 2010).

12) Provide students access to appropriate student services such as, testing, orientation, advising, placement and counseling. All students attempting to enroll in Broward College must take appropriate college entrance exams and, for non-native English speakers, the required English entrance exam. Only students who pass the College Placement Exam and whose English language
skills are validated through Broward-approved testing mechanisms, may be allowed to register for college level courses without remedial pre-requisites.

13) Maintain adequate and safe physical facilities, including classrooms, laboratories, library, learning resources, computers, and other educational components appropriate to the operation of a quality U.S. college program. All such facilities shall be the property of BCAE.

14) Collaborate with BC in the selection of an academic administrator, who shall be responsible for maintaining the educational quality of the program at the Ecuador site. BC’s involvement will include the review of applicant credentials prior to the employment of the resident administrator.

15) Notify BC regarding any and all changes in administration, governance, and legal status of BCAE.

16) Remit to BC the payments in US dollars according to the provision of the BC International Program Fee Structure.

3. GENERAL PROVISIONS

A. BC maintains sole and direct control of all courses and programs offered under the terms of this contract. Academic programs shall be conducted in conformity with BC policy and The Principles of Accreditation (2012 edition) of the Southern Association of Colleges and Schools Commission on Colleges (SACS COC).

B. As BC is a public state-supported institution, no public funds will be used by BC in fulfillment of the terms of this contract. All agreed costs incurred as a result of this contract will be borne by BCAE.

C. Funds received by BC will be used primarily for academic supervision, management of the program, documenting compliance with SACS COC Core Requirements and Comprehensive Standards and fulfillment of the terms set forth in this contract, administrative overhead and costs incidental thereto.

D. All payments to BC shall be in U.S. dollars. Failure to pay BC on a timely basis the monies needed to implement this contract may result in the cancellation of this contract.

E. Students enrolled in this program must meet and comply with all regular admission and academic requirements of BC including English language proficiency.

F. All faculty members and staff of BCAE are employed by BCAE and not by BC. BC has no financial, contractual, or any other obligation to any employee of BCAE and BCAE has no such obligation to any employee of BC. However, BC will participate in the approval of faculty teaching in this program, and will participate in the evaluation of these faculty annually.
G. BC assumes no responsibility and cannot be held liable for the safety, academic success, and/or well being of any student enrolled in courses offered under the terms of this contract.

H. Although many students have been able to transfer successfully from BCAE and BC's other international centers, BC does not guarantee admission and/or successful transfer to any specific college or university for students participating in this program.

I. BCAE will forward to BC appropriate international application and BC transcript fees in U.S. dollars.

J. All student application/transcript fees paid to BC and expenditures by BC under the terms of the contract are subject to regular BC auditing procedures.

K. This agreement may be used to facilitate the exchange of faculty members for short term teaching assignments and students for study abroad opportunities, though the terms and fees are not specified as a part of this contract.

L. The implementation of this contract and its terms shall be contingent upon BC and BCAE securing all necessary and appropriate approvals.

M. With the exception of foreign language courses, all BC courses offered at BCAE in Ecuador shall be taught in the English language.

N. BC's entering into this contract does not imply approval or endorsement by BC of other academic programs or institutions affiliated with BCAE.

P. The undersigned institutions agree that this agreement and the parties 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 BC in the State of Florida.

Q. Failure to comply with the terms and conditions set forth in this contract or the standards of the Southern Association of Colleges and Schools Commission on Colleges, as it may change from time to time, is a material breach subject to termination of the agreement.

4. **TERMINATION**

If, for any reason, one or both parties to this agreement decide to terminate the agreement prior to its full 5-year term, it shall not be terminated before the conclusion of an academic term. In the event that degree seeking students are enrolled at the time of the termination or non-renewal of this agreement, a teach-out plan will be put into place. All students enrolled will be notified as soon as possible of the effective date of program termination and provided with information regarding their educational options. Such options will include
enrolling for studies at a BC campus in Florida or another international center partnering with BC, enrolling in BC online courses, transfer to colleges and universities in the United States or to other countries. A Teach Out plan will be created for each program offered at BCAE at the time of termination of the agreement.

5. **SPECIAL PROVISIONS:**

A. BC agrees not to enter into similar agreements with other American college programs in Ecuador during the period of this contract without the expressed, written permission of BCAE.

B. BC reserves the exclusive right to offer and conduct general education and required/recommended prerequisites for a major that are part of the first two years of U.S. college/university coursework. With BC's prior permission, BCAE may offer/conduct lower-division courses in cooperation with other institutions, if BC does not offer the desired course(s).

6. **TERMS AND CONDITIONS OF PAYMENTS:**

A. All payments due under this contract are due and payable by BCAE within 45 days of the date of invoice from BC. BC will invoice BCAE after each registration drop/add period comes to an end.

B. The Parties undertake to fully perform the terms and conditions as agreed in this Agreement in a good faith manner. In the event of any dispute arising out of or relating to this Agreement, the Parties will first attempt to resolve through negotiation and amicable arrangement.

C. The validity, interpretation and implementation of this Contract shall be Florida law, and failing resolution in accordance with Clause 6.B above, disputes regarding the affiliation agreement, fee agreement or any addendum, license, right or claim shall 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.

D. The prevailing party to any dispute raised pursuant to this agreement will be entitled to attorney's fees, expenses and costs.

E. In addition to any other rights under this agreement or applicable law, either Party may, at its option, terminate this agreement as follows:

   (i) upon the other Party's breach of its obligations, representations or warranties under this agreement where the breach is not cured within thirty (30) days after written notice of breach provided, that if the terminating party determines in good faith that the breach is not capable of cure, then the
termination of this agreement shall be effective immediately upon notice without a cure period, (the determination of the adequacy of the cure is solely at the discretion of the party that served notice); or, immediately upon the other Party’s ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) days or making an assignment for the benefit of its creditors. Thereafter, BC is relieved of any duty or obligation under this agreement. The partnering institution must immediately stop using any materials provided by BC and the affiliation is terminated immediately upon the default of this agreement and is immediately prohibited from referencing, advertising or otherwise commenting on its affiliation or association with BC upon default.

F. To the extent that any portion 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.

Witness:__________________________
Date:__________________________
Witness:__________________________
Date:__________________________
Witness:__________________________

By__________________________ J. David Armstrong, President, Broward College

By__________________________ S. James Whitman, CEO and President, BCAE

APPROVED AS TO FORM AND LEGALITY:
KEVIN FERNANDEZ COLLE.
CONTRACT FOR INSTRUCTIONAL SERVICES

Broward College and the
Center for American at USIL, Lima, Peru

This Agreement is entered into by and between The District Board of Trustees of Broward College, 111 E. Las Olas Blvd., Fort Lauderdale, Florida, U.S.A., a public, regionally accredited member of the State of Florida College system, hereinafter referred to as "Broward", and the Universidad San Ignacio de Loyola (USIL) a private educational institution located at Avenida de la Fontana, 550, La Molina Lima 12- Peru which is registered with the Ministry of Education of Peru, agree to establish a Center for American Education hereinafter also referred to as "CAE," as a division of the Universidad San Ignacio de Loyola.

PURPOSE

The purpose of this contract is to enable Broward to offer U.S. college-level academic courses in Peru in cooperation with CAE.

Broward maintains a commitment 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. Further, Broward is committed to pursuing linkages with educational institutions and agencies in other countries in order to provide for an academic interchange and to assist each other in achieving educational objectives for the improvement of higher education on a global scale.

Included in the mission of CAE is the commitment to provide study programs designed to fit the varied educational and vocational goals of students while operating within a larger context of local, regional and international higher education patterns.

Broward and CAE are both committed to the philosophy of providing educational opportunities for students to develop themselves for a purposeful, gratifying, and useful life.

Broward and CAE recognize the value of institutional linkages across national boundaries to further these goals. As the purposes, goals, and mission of Broward and CAE are common and compatible in many areas, the institutions and their students 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 responsibilities of both parties to this contract:

1. TERM

This contract shall become effective on March 1, 2011, and remain in effect for a period of five (5) years. It may be canceled without penalty by either party upon at least 180 days written notice, provided that any academic term in progress be completed.
Neither party may assert a claim for damages or loss of profit, whether direct or indirect, consequential, known, unknown, or disclosed. Further, neither party may assert a claim for loss of goodwill or reputation. The cost to defend any such cause of action including attorney’s fees, costs and expenses, shall be immediately recoverable from the party who initiates or files a claim noted above.

2. **CONTRACT FOR INSTRUCTIONAL SERVICES**

Under the terms of this contract, CAE shall provide instructional services, specifically including U.S. college-level courses, as part of Broward’s Peru program.

Broward is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award Associates and Baccalaureate Degrees, and Certificates. CAE is not accredited by the Commission on Colleges, however, the accreditation of Broward is extended to the Broward program offered at CAE. Broward enrolls student in coursework directly at Broward College and recognizes the courses taken at CAE as equivalent to courses offered at Broward College in Florida.

A. The responsibilities of Broward College shall be as follows:

1) Make available, authorize, and require the use of Broward’s course numbering system, catalog descriptions, and course outlines for courses which CAE may teach as part of the Broward program.

2) Provide regular administrative support and supervision for Broward’s academic program in Peru by conducting regular and periodic visitations by BC faculty members, administrators, and other college officials. Such visits shall include classroom observations, review of course syllabi, examining student learning outcomes measures and other means of evaluating the parallelism and consistency between courses taught by Broward College in Florida and those offered by Broward through CAE. Evaluation of instructional faculty shall be conducted jointly by the academic administrator responsible for the Broward program on site and the Broward College International Education Institute. This will consist of annual reviews of faculty performance by the Broward International Education Institute and the Peru Coordinator using the performance appraisal procedures of Broward College.

3) Make available, authorize, and require the use of Broward’s criteria for the selection and evaluation of faculty. Broward College will review and approve the credentials of all faculty teaching in the program.

4) Authorize reference to this contract in CAE publications and other materials, provided that all such references are approved in advance by Broward.

5) Process applications and admit students participating in the Broward Peru program based on regular Broward application and admission procedures and requirements.
6) Conduct training sessions for CAE staff on the utilization of the Broward student information system to perform appropriate tasks related to maintaining student records.

7) Issue official Broward transcripts reflecting credits earned by students enrolled in courses governed by this contract, and maintain official academic records for all students participating in this program.

8) Award official Broward degrees for students who have met all graduation requirements for the Associate's Degree as described in the appropriate Broward catalog.

9) Provide the SACS Commission on Colleges with timely access to CAE’s materials, physical sites and personnel in conjunction with accreditation activities.

10) Work with CAE to establish an Institutional Effectiveness review cycle that will follow the same process as used for programs offered in Florida.

B. The responsibilities of the Center for American at USIL shall be as follows:

1) Utilize the course numbering system, catalog descriptions, and outlines of Broward courses, and ensure that Broward course objectives and contact hour requirements are met for courses offered.

2) Utilize criteria consistent with Broward's in the selection and evaluation of faculty, and provide for Broward's approval of the credentials of all faculty utilized in the program. Such faculty must meet academic and professional preparation guidelines established by Broward College and the Southern Association of Colleges and Schools (SACS). Credentials earned at institutions not accredited by a U.S. regional accrediting agency and/or earned outside of the United States will be subject to evaluation by an approved Foreign Credential Evaluation Service to determine whether the credits and degrees earned are recognized as equivalent to credits and degrees earned within the United States through a regionally-accredited institution. The cost of this evaluation will be borne by CAE.

3) Provide all students enrolled in Broward courses in Peru information about the goals and requirements of each course, the nature of the course content, and the methods of evaluation.

4) Adopt textbooks for courses that have been approved by Broward College.

5) Utilize Broward's grading system, records policy, and standards of student academic progress and achievement as outlined in the current college catalog.

6) Forward to Broward College the appropriate student applications and application fees for each student enrolled in Broward courses in Peru.
7) After training on the system, utilize the Broward student information system to develop class rolls, grade reports, drop and add transactions, and all other information relative to the academic progress of students enrolled in Broward courses.

8) Provide ongoing training of CAE staff on the proper use of the Broward student information system in order to ensure the timely and consistent maintenance of student records.

9) Collaborate with Broward College to ensure that applicable SACSCOC Core Requirements, Comprehensive Standards and Federal Requirements are met from The Principles of Accreditation as specified on page three of the Commission Policy “Collaborative Academic Arrangements: Policy and Procedures” (Approved June 2010).

10) Provide students access to faculty consultation and student services such as placement, testing, orientation, advising and counseling.

10) Maintain adequate and safe physical facilities, library, learning resources, computers, and other educational components appropriate to the operation of a quality U.S. college program. All such property shall remain under the ownership of CAE.

11) Collaborate with Broward College in the selection of an academic administrator, who shall be responsible for maintaining the educational quality of the program at the Peru site. Broward’s involvement will include the review of applicant credentials prior to the employment of the resident administrator. However, the final decision will be made by CAE.

12) Notify Broward regarding any and all changes in administration, governance, and legal status of CAE.

13) Remit to Broward College the following sums over the next five years according to the provision of Exhibit A.

3. GENERAL PROVISIONS

A. Broward maintains sole and direct control of all courses offered under the terms of this contract, and the program shall be conducted in conformity with Broward College policy and the Principles of Accreditation of the Commission on Colleges of the Southern Association of Colleges and Schools (COC-SACS).

B. As Broward College is a public state-supported institution, no public funds will be used by Broward in fulfillment of the terms of this contract. All costs incurred as a result of this contract will be borne by CAE.

C. Funds received by Broward will be used primarily for academic supervision, management of the program, documenting compliance with SACS-COC Core
Requirements and Comprehensive Standards and fulfillment of the terms set forth in this contract, administrative overhead and costs incidental thereto.

D. All payments to Broward shall be in U.S. dollars. Failure to pay Broward on a timely basis pursuant to this contract may result in the cancellation of this contract.

E. Students enrolled in this program must meet and comply with all regular admission and academic requirements of Broward including language proficiency.

F. All faculty members and staff of CAE are employed by CAE and not by Broward College. Broward has no financial, contractual, or any other obligation to any employee of CAE and CAE has no such obligation to any employee of Broward. However, Broward College will participate in the approval of faculty teaching in this program, and will jointly evaluate these faculty annually.

G. Broward assumes no responsibility and cannot be held liable for the safety, academic success, and/or well being of any student enrolled in courses offered under the terms of this contract.

H. Although many students have been able to transfer successfully from CAE and Broward’s other international centers, Broward does not guarantee admission and/or successful transfer to any specific college or university for students participating in this program.

I. CAE will forward to Broward appropriate international application and BC transcript fees in U.S. dollars.

J. All student application/transcript fees paid to Broward and expenditures by Broward under the terms of the contract are subject to regular Broward auditing procedures.

K. This agreement may be used to facilitate the exchange of faculty members and students.

L. The implementation of this contract and its terms shall be contingent upon Broward and CAE securing all necessary and appropriate approvals.

M. With the exception of foreign language courses, all Broward courses offered at CAE in Peru shall be taught in the English language.

N. Broward's entering into this Contract does not imply approval or endorsement by Broward of other academic programs or institutions affiliated with CAE.

P. The undersigned institutions agree that this agreement and the parties 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.

A. NDA ITEM

MAY 24 2011

ENCLOSURE
from time to time, is a material breach of this agreement subject to termination of the agreement.

4. TERMINATION

If, for any reason one or both parties to this agreement decide to terminate the agreement prior to its full 5-year term, it shall not be terminated before the conclusion of an academic term. In the event that degree seeking students are enrolled at the time of the termination or non-renewal of this agreement, a teach-out plan will be put into place. All students enrolled will be notified as soon as possible of the effective date of program termination and provided with information regarding their educational options. Such options will include enrolling for studies at a Broward campus in Florida or another international center, enrolling in Broward College online courses, transfer to colleges and universities in the United States or to other countries. A Teach Out plan will be created for each program offered at CAE at the time of termination of the agreement.

5. SPECIAL PROVISIONS:

A. Broward agrees not to enter into similar agreements with other American college programs in Peru during the period of this Contract without the expressed, written permission of CAE.

B. Broward reserves the exclusive right to offer and conduct general education and required/recommended prerequisites for a major that are part of the first two years of U.S. college/university coursework. With Broward College’s prior permission, the Center for American at USIL may offer/conduct lower-division courses in cooperation with other institutions, if Broward does not offer the desired course(s).

6. TERMS AND CONDITIONS OF PAYMENTS:

A. All payments due under this contract are due and payable by USIL within 30 days of receipt of an invoice from Broward College.

B. Broward College reserves the right to terminate this agreement upon breach of any term of the affiliation agreement including failure to pay the affiliation fee in a timely manner.

C. 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, for cause, or before declaring the affiliate in default of this agreement. The partnering institution must immediately stop using any materials provided by Broward College and the affiliation is terminated immediately upon the default of this agreement and is immediately prohibited from referencing, advertising or otherwise commenting on its affiliation or association with Broward College upon default.

D. 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.

E. The prevailing party to any dispute raised pursuant to this agreement will be entitled to attorney's fees, expenses and costs.

F. To the extent that any portion 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.

G. If this agreement is translated into another language, the English language version shall prevail if there is a conflict over the meaning of the terms and conditions contained herein.

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

COLLEGE

Witness: Stil Russell
Date: 6-24-11
Witness: Stil Russell
Date: 5-24-11
Witness: [Signature]
Date: 5-24-11

The District Board of Trustees of BROWARD

By [Signature]
Sean Guerin, Chair, District Board of Trustees

By [Signature]
J. David Armstrong, Broward College President

By [Signature]
Edward Rockaert, President USI.

APPROVED AS TO FORM
AND LEGALITY.

KEVIN FERNANDER
COLLEGE ATTORNEY

AGENDA ITEM # 8

MAY 24 2011

ENCLOSURE 2
CONTRACT FOR INSTRUCTIONAL SERVICES

Broward College and the
American College of Higher Education, Colombo, Sri Lanka

This Agreement is entered into by and between The District Board of Trustees of Broward College, 111 E. Las Olas Blvd., Fort Lauderdale, Florida, U.S.A., a public, regionally accredited member of the State of Florida College system, hereinafter referred to as "Broward", and the American College of Higher Education (ACHE), a private educational institution registered with the Ministry of Vocational Studies and Skill Training of Sri Lanka at 23 Hospital Road, Colombo Sri Lanka, hereinafter also referred to as "ACHE."

PURPOSE

The purpose of this contract is to enable Broward to offer U.S. college-level academic courses in Sri Lanka in cooperation with ACHE.

Broward maintains a commitment 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. Further, Broward is committed to pursuing linkages with educational institutions and agencies in other countries in order to provide for an academic interchange and to assist each other in achieving educational objectives for the improvement of higher education on a global scale.

Included in the mission of ACHE is the commitment to provide study programs designed to fit the varied educational and vocational goals of students while operating within a larger context of local, regional and international higher education patterns.

Broward and ACHE are both committed to the philosophy of providing educational opportunities for students to develop themselves for a purposeful, gratifying, and useful life.

Broward and ACHE recognize the value of institutional linkages across national boundaries to further these goals. As the purposes, goals, and mission of Broward and ACHE are common and compatible in many areas, the institutions and their students 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 responsibilities of both parties to this contract:

1. TERM

This contract shall become effective on March 1, 2011, and remain in effect for a period of five (5) years until February 28, 2016. It may be canceled without penalty by either party upon at least 180 days written notice, provided that any academic term in progress be completed.

2. CONTRACT FOR INSTRUCTIONAL SERVICES

Under the terms of this contract, ACHE shall provide instructional services, specifically including U.S. college-level courses, as part of Broward’s Sri Lanka program.

Broward is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award Associates and Baccalaureate Degrees, and Certificates. ACHE is not accredited by the Commission on Colleges and the accreditation of Broward does not extend to or include ACHE or its students. Although Broward accepts certain coursework from ACHE in transfer toward a credential from Broward, or collaborates in other ways for generation of course credits or program credentials, other colleges and universities may or may not accept this work in transfer, even if it appears on a transcript from Broward College. Each college or university will make an independent determination on whether or not to accept credit generated from this program.

A. The responsibilities of Broward College shall be as follows:

1) Make available, authorize, and require the use of Broward's course numbering system, catalog descriptions, and course outlines for courses which ACHE may teach as part of the Broward program.

2) Provide regular administrative support and supervision for Broward's academic program in Sri Lanka by conducting regular and periodic visitations by BC faculty members, administrators, and other college officials. Such visits shall include classroom observations, review of course syllabi, examining student learning outcomes measures and other means of evaluating the parallelism and consistency between courses taught by Broward College in Florida and those offered by Broward through ACHE. Evaluation of instructional faculty shall be conducted jointly by the academic administrator responsible for the Broward program on site and the Broward College International Education Institute. This will consist of annual reviews of faculty performance by the Broward International Education Institute and the Sri Lanka Coordinator using the performance appraisal procedures of Broward College.
3) Make available, authorize, and require the use of Broward's criteria for the selection and evaluation of faculty. Broward College will review and approve the credentials of all faculty teaching in the program.

4) Authorize reference to this contract in ACHE publications and other materials, provided that all such references are approved in advance by Broward.

5) Process applications and admit students participating in the Broward Sri Lanka program based on regular Broward application and admission procedures and requirements.

6) Conduct training sessions for ACHE staff on the utilization of the Broward student information system to perform appropriate tasks related to maintaining student records.

7) Issue official Broward transcripts reflecting credits earned by students enrolled in courses governed by this contract, and maintain official academic records for all students participating in this program.

8) Award official Broward degrees for students who have met all graduation requirements for the Associate's Degree as described in the appropriate Broward catalog.

9) Provide the SACS Commission on Colleges with timely access to ACHE's materials, physical sites and personnel in conjunction with accreditation activities.

10) Work with ACHE to establish an Institutional Effectiveness review cycle that will follow the same process as used for programs offered in Florida.

B. The responsibilities of the American College of Higher Education shall be as follows:

1) Utilize the course numbering system, catalog descriptions, and outlines of Broward courses, and ensure that Broward course objectives and contact hour requirements are met for courses offered.

2) Utilize criteria consistent with Broward's in the selection and evaluation of faculty, and provide for Broward's approval the credentials of all faculty utilized in the program. Such faculty must meet academic and professional preparation guidelines established by Broward College and the Southern Association of Colleges and Schools (SACS). Credentials earned at institutions not accredited by a U.S. regional accrediting agency and/or earned outside of the United States will be subject to evaluation by an approved Foreign Credential Evaluation Service to determine whether the credits and degrees earned are recognized as equivalent to credits and degrees earned in the United States.
degrees earned within the United States through a regionally-accredited institution. The cost of this evaluation will be borne by ACHE.

3) Provide all students enrolled in Broward courses in Sri Lanka information about the goals and requirements of each course, the nature of the course content, and the methods of evaluation.

4) Adopt textbooks for courses that have been approved by Broward College.

5) Utilize Broward's grading system, records policy, and standards of student academic progress and achievement as outlined in the current college catalog.

6) Forward to Broward College the appropriate student applications and application fees for each student enrolled in Broward courses in Sri Lanka.

7) After training on the system, utilize the Broward student information system to develop class rolls, grade reports, drop and add transactions, and all other information relative to the academic progress of students enrolled in Broward courses.

8) Provide ongoing training of ACHE staff on the proper use of the Broward student information system in order to ensure the timely and consistent maintenance of student records.

9) Collaborate with Broward College to ensure that applicable SACSCOC Core Requirements, Comprehensive Standards and Federal Requirements are met from The Principles of Accreditation as specified on page three of the Commission Policy “Collaborative Academic Arrangements: Policy and Procedures” (Approved June 2010).

10) Provide students access to faculty consultation and student services such as placement, testing, orientation, advising and counseling.

11) Maintain adequate and safe physical facilities, library, learning resources, computers, and other educational components appropriate to the operation of a quality U.S. college program. All such property shall remain under the ownership of ACHE.

12) Collaborate with Broward College in the selection of an academic administrator, who shall be responsible for maintaining the educational quality of the program at the Sri Lanka site. Broward's involvement will include the review of applicant credentials prior to the employment of the resident administrator. However, the final decision will be made by ACHE.

13) Notify Broward regarding any and all changes in administration, governance, and legal status of ACHE.
14) Remit to Broward College the following sums over the next five years according to the provision of Exhibit A.

3. GENERAL PROVISIONS

A. Broward maintains sole and direct control of all courses offered under the terms of this contract, and the program shall be conducted in conformity with Broward College policy and the Principles of Accreditation of the Commission on Colleges of the Southern Association of Colleges and Schools (COC-SACS).

B. As Broward College is a public state-supported institution, no public funds will be used by Broward in fulfillment of the terms of this contract. All costs incurred as a result of this contract will be borne by ACHE.

C. Funds received by Broward will be used primarily for academic supervision, management of the program, documenting compliance with SACS-COC Core Requirements and Comprehensive Standards and fulfillment of the terms set forth in this contract, administrative overhead and costs incidental thereto.

D. All payments to Broward shall be in U.S. dollars. Failure to pay Broward on a timely basis the monies needed to implement this contract may result in the cancellation of this contract.

E. Students enrolled in this program must meet and comply with all regular admission and academic requirements of Broward including language proficiency.

F. All faculty members and staff of ACHE are employed by ACHE and not by Broward College. Broward has no financial, contractual, or any other obligation to any employee of ACHE and ACHE has no such obligation to any employee of Broward. However, Broward College will participate in the approval of faculty teaching in this program, and will jointly evaluate these faculty annually.

G. Broward assumes no responsibility and cannot be held liable for the safety, academic success, and/or well being of any student enrolled in courses offered under the terms of this contract.

H. Although many students have been able to transfer successfully from ACHE and Broward's other international centers, Broward does not guarantee admission and/or successful transfer to any specific college or university for students participating in this program.

I. ACHE will pay Broward an international application and Broward transcript fees as established by Broward for each student enrolled. These payments shall be in U.S. dollars.

J. All student application/transcript fees paid to Broward and expenditures by Broward under the terms of the contract are subject to regular Broward auditing procedures.

AGENDA ITEM VIII-B
K. This agreement may be used to facilitate the exchange of faculty members and students.

L. The implementation of this contract and its terms shall be contingent upon Broward and ACHE securing all necessary and appropriate approvals.

M. With the exception of foreign language courses, all Broward courses offered at ACHE in Sri Lanka shall be taught in the English language.

N. Broward's entering into this Contract does not imply approval or endorsement by Broward of other academic programs or institutions affiliated with ACHE.

O. The undersigned institutions agree that this agreement and the parties 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.

P. Failure to comply with the terms and conditions set forth in this agreement or the standards of the Southern Association's Commission on Colleges, as it may change from time to time, is a material breach of this agreement subject to termination of the agreement.

4. TERMINATION

If, for any reason one or both parties to this agreement decide to terminate the agreement prior to its full 5-year length, it shall not be terminated before the conclusion of an academic term. In the event that degree seeking students are enrolled at the time of the termination or non-renewal of this agreement, a teach-out plan will be put into place. All students enrolled will be notified as soon as possible of the effective date of program termination and provided with information regarding their educational options. Such options will include enrolling for studies at a Broward campus in Florida or another international center, enrolling in Broward College online courses, transfer to colleges and universities in the United States or to other countries. A Teach Out plan will be created for each program offered at ACHE at the time of termination of the agreement.

5. SPECIAL PROVISION(S):

A. Broward agrees not to enter into similar agreements with other American college programs in Sri Lanka during the period of this Contract without the expressed, written permission of ACHE.

B. Broward reserves the exclusive right to offer and conduct general education and required/recommended prerequisites for a major that are part of the first two years of U.S. college/university coursework. With Broward College's prior permission, the American College of Higher Education may offer/conduct lower-division courses in cooperation with other institutions, if Broward does not offer the desired course(s).
IN WITNESS WHEREOF, the parties thereto have affixed their signatures.

Witness: Anna M. McCay
Date: 2/28/11

Witness: Anna M. McCay
Date: 2/28/11

Witness: David Moore
Date: 3-30-2011

The District Board of Trustees of BROWARD COLLEGE

By: Sean Guerin, Chair, District Board of Trustees

By: J. David Armstrong, Broward College President

By: Mrs. Sherryn Yaseen, Director, Chief Executive Officer, ACHI

APPROVED AS TO FORM AND LEGALITY:

KEVIN FERNANDER
COUNSEL ATTORNEY
EXHIBIT A

INTERNATIONAL EDUCATION PROGRAM FEE STRUCTURE

Broward College 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 cost of providing such services.

International institutions entering into a partnership with Broward College agree to pay for the cost of supporting this linkage based on the following factors:

- distance from Broward College (see item #4 below)
- World Bank data for Purchasing Power Parity (see item #5 below)

The following chart establishes these fees given certain assumptions:

1. fees include covering staff time and travel expenses for two visits per year of up to three persons; additional services will be charged on an “at-cost” basis;
2. the affiliate agrees to pay additional expenses of hosting on-site SACS visiting team if they wish for BC to pursue SACS approval for the international campus location;
3. payments to BC International Education Institute shall be made in regular installments at agreed upon periods each year
4. distance from BC affects the length of absence of personnel, and travel costs, so it is a factor in establishing a pricing structure;
5. Purchasing Power Parity (PPP) is calculated by the World Bank annually.

PPP ranges from several hundred dollars per year to over $55,000 for some of the most developed countries in the world. Based on this data, Broward College has created six tiers of fees as follows:

- Tier 1: Under $3000
- Tier 2: $3001-$3500
- Tier 3: $3501 to $6,000
- Tier 4: $6001 to $10,000
- Tier 5: $10,001 to $25,000
- Tier 6: $25,001 to $50,000
Part I: International Affiliate Start-up Fee

For academic affiliations which are offering courses based upon Broward College course titles, numbers outlines and learning outcomes and are using BC faculty credentialing guidelines, but where BC has not yet been approved by the Commission on Colleges of the Southern Association of Colleges and Schools to enroll Broward students directly. Annual fee is:

<table>
<thead>
<tr>
<th>Distance from BC</th>
<th>Purchasing Power Parity Tier</th>
<th>Annual Fee in U.S. Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>20,000</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>21,000</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>22,000</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>23,000</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td>24,000</td>
</tr>
<tr>
<td>1</td>
<td>6</td>
<td>25,000</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>23,000</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>24,000</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>25,000</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
<td>26,000</td>
</tr>
<tr>
<td>2</td>
<td>5</td>
<td>27,000</td>
</tr>
<tr>
<td>2</td>
<td>6</td>
<td>28,000</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>26,000</td>
</tr>
<tr>
<td>3</td>
<td>2</td>
<td>27,000</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>28,000</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>29,000</td>
</tr>
<tr>
<td>3</td>
<td>5</td>
<td>30,000</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>31,000</td>
</tr>
</tbody>
</table>

**Distance Code**
1 = Caribbean, Central America, Colombia, Ecuador, Peru and northwest South America
2 = Brazil, Argentina, Chile, Europe
3 = Asia, Pacific region

**World Bank Purchasing Power Tiers**
Tier 1-6
Part II. Terms and Conditions:

1. 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.

2. Broward College reserves the right to terminate this agreement upon breach of any term of the affiliation agreement including failure to pay the affiliation fee in a timely manner.

3. 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, for cause, or before declaring the affiliate in default of this agreement. The partnering institution must immediately stop using any materials provided by Broward College and the affiliation is terminated immediately upon the default of this agreement and is immediately prohibited from referencing, advertising or otherwise commenting on its affiliation or association with Broward College upon default.

4. 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.

5. The prevailing party to any dispute raised pursuant to this agreement will be entitled to attorney’s fees, expenses and costs.

6. To the extent that any portion 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.

Part III: Transition to Accreditation (This paragraph applies to agreements made after 2009)

After an agreement of academic affiliation has been in effect and successfully implemented for at least six months, and the first class of entering students have enrolled in the Broward program, the partnering institution may request that Broward College collaborate in the preparation of materials and evidence that supports a SACS-COC substantive change request. This will entail a comprehensive review of the institution and its capacity to be included under Broward’s SACS-COC accreditation, including the overall administrative commitment to developing a successful program, adequacy of facilities, success in recruiting qualified faculty, financial viability and probability of enrolling future students. If BC agrees that the partnering institution is prepared for such an undertaking the partnering institution will pay a $10,000 one-
time payment to support the staff time necessary to prepare the Prospectus for a Substantive Change and supporting documents. Should this process lead to SACS-COC approval of the Broward program, a new Contract for Instructional Services for International Centers will be prepared to describe the new terms of an affiliation which enables students to be admitted into Broward College as degree seeking students and receive all the rights and privileges of BC students attending one of the campuses in Broward County, Florida.

**Part IV: SACS Approved International Center Fees**

If institutions are approved by the Commission on Colleges of the Southern Association of Colleges and Schools to become international centers where BC credits can be earned, this creates a new level of service and added costs to provide institutional support. Costs include the staff time and infrastructure needed for registration of students, maintenance of student records, increased access to library resources and monitoring compliance with SACS COC Core Requirements and Comprehensive Standards, including the measurement of Student Learning Outcomes.

International partnering institutions agree to pay for the cost of supporting this linkage based on the following factors:

1. Number of semester hours attempted by all students in the Broward Program
2. Purchasing Power Parity

If the enrollment in the Broward Program is sufficient, the fees assessed will be based on the number of semester hours generated through the program at the host location. The per credit hour rate will apply according to the schedule below.

**Per credit hour fee:**

- Tier 1: $5
- Tier 2: $10
- Tier 3: $15
- Tier 4: $20
- Tier 5: $25
- Tier 6: $30

If enrollments do not generate sufficient funds to cover Broward College's direct costs, the institution shall reimburse Broward the direct costs of the program. This schedule is subject to review every three years based on current local and worldwide economic conditions.

Created: May 2007
Revised: February 2011
CONTRACT FOR INSTRUCTIONAL SERVICES

BC College and Vietnamese American Vocational Training College in Ho Chi Minh City, Vietnam

This Agreement is entered into by and between The District Board of Trustees of Broward College, 111 E. Las Olas Blvd., Fort Lauderdale, Florida, U.S.A., a public, regionally accredited member of the State of Florida College system, hereinafter referred to as "BC", and the Vietnamese American Vocational Training College (VATC) a private educational institution located at 21 Le Quy Don St., District 3, Ho Chi Minh City, Vietnam, which is registered with the Ministry of Labor, War Invalids and Social Affairs (MOLISA), agree to establish a “Center for American Education” under the legal name of Vietnamese American Vocational Training College hereinafter also referred to as "VATC".

PURPOSE

The purpose of this contract is to enable BC to offer U.S. college-level academic courses in Vietnam in cooperation with VATC.

BC maintains a commitment 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. Further, BC is committed to pursuing linkages with educational institutions and agencies in other countries in order to provide for an academic interchange and to assist each other in achieving educational objectives for the improvement of higher education on a global scale.

Included in the mission of VATC is the commitment to provide study programs designed to fit the varied educational and vocational goals of students while operating within a larger context of local, regional and international higher education patterns.

BC and VATC are both committed to the philosophy of providing educational opportunities for students to develop themselves for a purposeful, gratifying, and useful life.

BC and VATC recognize the value of institutional linkages across national boundaries to further these goals. As the purposes, goals, and mission of BC and VATC are common and compatible in many areas, the institutions and their students 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 responsibilities of both parties to this contract:

1. **TERM**

   This contract shall become effective on August 21, 2011, and remain in effect for a period of five (5) years, and may be canceled without penalty by either party upon at least 180 days written notice, provided that any academic term in progress is completed. If mutually agreed to by the Parties in writing, this contract may be terminated earlier. In the event that BC initiates cancellation of this contract in accordance with this clause, BC commits to use its best endeavors to assist VATC to identify and secure a comparable, fully accredited institutional partner.

   Except as a direct consequence of contractual breach, neither party may assert a claim for damages or loss of profit, whether direct or indirect, consequential, known, unknown, or disclosed. Further, neither party may assert a claim for loss of goodwill or reputation. The cost to defend any such cause of action including attorney’s fees, costs and expenses, shall be immediately recoverable from the party who initiates or files a claim noted above.

2. **CONTRACT FOR INSTRUCTIONAL SERVICES**

   Under the terms of this contract, VATC shall provide instructional services, specifically including U.S. college-level courses, as part of BC’s Vietnam program.

   BC is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award Associates and Baccalaureate Degrees, and Certificates. VATC is not accredited by the Commission on Colleges, however, the courses and degrees offered by BC at VATC are approved by the Commission on Colleges under the scope of BC’s regional accreditation. BC enrolls students in coursework and recognizes the courses taken at VATC in Vietnam as equivalent to those offered at BC in Florida.

   **A. The responsibilities of BC shall be as follows:**

   1) Authorize and require the use of BC's course numbering system, catalog descriptions, and course outlines for courses which VATC will teach as part of the BC program.

   2) Provide regular administrative support and supervision for BC's academic program in Vietnam by conducting regular and periodic visitations by BC faculty members, administrators, and other college officials. Such visits shall include classroom observations; review of course syllabi, examination of student learning outcomes measures and other means of evaluating the parallelism and consistency between courses taught by BC in Florida and those offered by BC through VATC in Vietnam.
Evaluation of instructional faculty shall be conducted jointly by the academic administrator responsible for the BC program on site and the Broward College International Education Institute. This will consist of annual reviews of faculty performance by the Broward College International Education Institute and the Vietnam Coordinator using the performance appraisal procedures of BC.

3) Authorize and require the use of BC's criteria for the selection and evaluation of faculty. BC will review and approve the credentials of all faculty teaching in the program.

4) Authorize reference to this contract in VATC marketing publications and other materials, provided that all such references are approved in advance by BC.

5) Process applications and admit students participating in the BC Vietnam program based on regular BC application and admission procedures and requirements.

6) Conduct training sessions for VATC staff on the utilization of the BC student information system to perform appropriate tasks related to maintaining student records.

7) Issue official BC transcripts reflecting credits earned by students enrolled in courses governed by this contract, and maintain official academic records for all students participating in this program.

8) Award official BC degrees for students who have met all graduation requirements for the Associate's Degree as described in the appropriate BC catalog.

9) Provide the SACS Commission on Colleges with timely access to VATC's materials, physical sites and personnel in conjunction with accreditation activities.

10) Work with VATC to establish an Institutional Effectiveness review cycle that will follow the same process as used for programs offered in Florida.

B. The responsibilities of the Center for American at VATC shall be as follows:

1) Utilize the course numbering system, catalog descriptions, and outlines of BC courses, and ensure that BC course objectives and contact hour requirements are met for courses offered.

2) Utilize BC's criteria for the selection and evaluation of faculty, and submit faculty credentials and teaching assignments to BC's International Education Institute in a timely manner to enable the approval of the credentials of all faculties utilized in the program. Such faculty must meet academic and
professional preparation guidelines established by BC and the Commission on Colleges of the Southern Association of Colleges and Schools (COC-SACS).

Credentials earned at institutions not accredited by a U.S. regional accrediting agency and/or earned outside of the United States will be subject to evaluation by an approved Foreign Credential Evaluation Service to determine whether the credits and degrees earned are recognized as equivalent to credits and degrees earned within the United States through a regionally-accredited institution. The cost of these evaluations will be borne by VATC.

3) Provide all students enrolled in BC courses in Vietnam information about the goals and requirements of each course, the nature of the course content, and the methods of evaluation.

4) Adopt textbooks and/or learning resources for courses that have been approved by BC.

5) Utilize BC's grading system, records policy, and standards of student academic progress and achievement as outlined in the current college catalog.

6) Forward to BC the appropriate student applications and application fees for each student enrolled in BC courses in Vietnam.

7) After training on the system, utilize the BC student information system to develop class rolls, grade reports, and drop and add transactions, and all other information relative to the academic progress of students enrolled in BC courses.

8) Provide ongoing training of VATC staff on the proper use of the BC student information system in order to ensure the timely and consistent maintenance of student records.

9) Collaborate with BC to ensure that applicable COC-SACS Core Requirements, Comprehensive Standards and Federal Requirements are met from The Principles of Accreditation as specified on page three of the Commission Policy “Collaborative Academic Arrangements: Policy and Procedures” (Approved June 2010).

10) Provide students access to appropriate student services such as placement, testing, orientation, advising and counseling.

11) Maintain adequate and safe physical facilities, library, learning resources, computers, and other educational components appropriate to the operation of a quality U.S. college program. All such property shall remain under the ownership of VATC.
12) Collaborate with BC in the selection of an academic administrator, who shall be responsible for maintaining the educational quality of the program at the Vietnam site. BC’s involvement will include the review of applicant credentials prior to the employment of the resident administrator. However, the final decision will be made by VATC.

13) Notify BC regarding any and all changes in administration, governance, and legal status of VATC.

14) Remit to BC the payments in US dollars over the next five years according to the provision of Exhibit A, the BC International Program Fee Structure.

3. GENERAL PROVISIONS

A. BC maintains sole and direct control of all courses offered under the terms of this contract, and the program shall be conducted in conformity with BC policy and the Principles of Accreditation of the Commission on Colleges of the Southern Association of Colleges and Schools (COC-SACS).

B. As BC is a public state-supported institution, no public funds will be used by BC in fulfillment of the terms of this contract. All agreed costs incurred as a result of this contract will be borne by VATC.

C. Funds received by BC will be used primarily for academic supervision, management of the program, documenting compliance with SACS-COC Core Requirements and Comprehensive Standards and fulfillment of the terms set forth in this contract, administrative overhead and costs incidental thereto.

D. All payments to BC shall be in U.S. dollars. Failure to pay BC on a timely basis the monies needed to implement this contract may result in the cancellation of this contract.

E. Students enrolled in this program must meet and comply with all regular admission and academic requirements of BC including English language proficiency.

F. All faculty members and staff of VATC are employed by VATC and not by BC. BC has no financial, contractual, or any other obligation to any employee of VATC and VATC has no such obligation to any employee of BC. However, BC will participate in the approval of faculty teaching in this program, and will jointly evaluate these faculties annually.

G. BC assumes no responsibility and cannot be held liable for the safety, academic success, and/or well being of any student enrolled in courses offered under the terms of this contract.

H. Although many students have been able to transfer successfully from VATC and BC’s other international centers, BC does not guarantee admission and/or successful
transfer to any specific college or university for students participating in this program.

I. VATC will forward to BC appropriate international application and BC transcript fees in U.S. dollars.

J. All student application/transcript fees paid to BC and expenditures by BC under the terms of the contract are subject to regular BC auditing procedures.

K. This agreement may be used to facilitate the exchange of faculty members for short term teaching assignments and students for study abroad opportunities, though the terms and fees are not specified as a part of this contract.

L. The implementation of this contract and its terms shall be contingent upon BC and VATC securing all necessary and appropriate approvals.

M. With the exception of foreign language courses, all BC courses offered at VATC in Vietnam shall be taught in the English language.

N. BC’s entering into this contract does not imply approval or endorsement by BC of other academic programs or institutions affiliated with VATC or VATC.

P. The undersigned institutions agree that this agreement and the parties 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 BC in the State of Florida.

Q. Failure to comply with the terms and conditions set forth in this contract or the standards of the Southern Association’s Commission on Colleges, as it may change from time to time, is a material breach subject to termination of the agreement.

4. TERMINATION

If, for any reason, one or both parties to this agreement decide to terminate the agreement prior to its full 5-year term, it shall not be terminated before the conclusion of an academic term. In the event that degree seeking students are enrolled at the time of the termination or non-renewal of this agreement, a teach-out plan will be put into place. All students enrolled will be notified as soon as possible of the effective date of program termination and provided with information regarding their educational options. Such options will include enrolling for studies at a BC campus in Florida or another international center partnering with BC, enrolling in BC online courses, transfer to colleges and universities in the United States or to other countries. A Teach Out plan will be created for each program offered at VATC at the time of termination of the agreement.

5. SPECIAL PROVISIONS:
A. BC agrees not to enter into similar agreements with other American college programs in Vietnam during the period of this contract without the expressed, written permission of VATC.

B. BC reserves the exclusive right to offer and conduct general education and required/recommended prerequisites for a major that are part of the first two years of U.S. college/university coursework. With BC’s prior permission, the Center for American at VATC may offer/conduct lower-division courses in cooperation with other institutions, if BC does not offer the desired course(s).

6. TERMS AND CONDITIONS OF PAYMENTS:

A. All payments due under this contract are due and payable by VATC within 45 days of the date of invoice from BC. BC will invoice VATC on a semi-annual basis, with first invoice being issued on or around the 15th of September, and the second on or around the 15th of February of each successive year.

B. The Parties undertake to fully perform the terms and conditions as agreed in this Agreement in a good faith manner. In the event of any dispute arising out of or relating to this Agreement, the Parties will first attempt to resolve through negotiation and amicable arrangement.

C. The validity, interpretation and implementation of this Contract shall be Florida law, and failing resolution in accordance with Clause 6.B above, disputes regarding the affiliation agreement, fee agreement or any addendum, license, right or claim shall 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.

D. The prevailing party to any dispute raised pursuant to this agreement will be entitled to attorney’s fees, expenses and costs.

E. In addition to any other rights under this agreement or applicable law, either Party may, at its option, terminate this agreement as follows:

F. (i) upon the other Party’s material breach of its obligations, representations or warranties under this agreement where the breach is not cured within thirty (30) days after written notice of breach (provided, that if the terminating party determines in good faith that the breach is not capable of cure, then the termination of this agreement shall be effective immediately upon notice without a cure period), the determination of the adequacy of the cure is solely at the discretion of the party serving notice; or

G. (ii) immediately upon the other Party’s ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding
relating to liquidation or insolvency which is not dismissed within ninety (90) days or making an assignment for the benefit of its creditors. Thereafter, BC is relieved of any duty or obligation under this agreement. The partnering institution must immediately stop using any materials provided by BC and the affiliation is terminated immediately upon the default of this agreement and is immediately prohibited from referencing, advertising or otherwise commenting on its affiliation or association with BC upon default.

H. To the extent that any portion 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.

The District Board of Trustees of BROWARD COLLEGE

By:  
J. David Armstrong,  
President, Broward College

Witness:  
Date:

Witness:  
Date:

Witness:  
Date:
APPENDIX A

INTERNATIONAL EDUCATION PROGRAM FEE STRUCTURE

Broward College (hereunder "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 cost of providing such services.

International institutions entering into a partnership with BC agree to pay for the cost of supporting this linkage based on the following factors:

- distance from BC (see item #4 below)
- World Bank data for Purchasing Power Parity (see item #5 below)

The following chart establishes these fees given certain assumptions:

1. fees include covering staff time and travel expenses for two visits per year of up to three persons; additional services will be charged on an “at-cost” basis;
2. the affiliate agrees to pay additional expenses of hosting on-site SACS visiting team if they wish for BC to pursue SACS approval for the international campus location;
3. payments to BC International Education Institute shall be made in regular installments at agreed upon periods each year
4. distance from BC affects the length of absence of personnel, and travel costs, so it is a factor in establishing a pricing structure;

PPP ranges from several hundred dollars per year to over $55,000 for some of the most developed countries in the world. Based on this data, BC has created six tiers of fees as follows:

- Tier 1: Under $3000
- Tier 2: $3001-$3500
- Tier 3: $3501 to $6,000
- Tier 4: $6001 to $10,000
- Tier 5: $10,001 to $25,000
- Tier 6: $25,001 to $50,000
Part I: International Affiliate Start-up Fee

For academic affiliations which are offering courses based upon BC course titles, numbers outlines and learning outcomes and are using BC faculty credentialing guidelines, but where BC has not yet been approved by the Commission on Colleges of the Southern Association of Colleges and Schools to enroll Broward students directly. Annual fee is:

<table>
<thead>
<tr>
<th>Distance from BC</th>
<th>Purchasing Power Parity Tier</th>
<th>Annual Fee in U.S. Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>20,000</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>21,000</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>22,000</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>23,000</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td>24,000</td>
</tr>
<tr>
<td>1</td>
<td>6</td>
<td>25,000</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>23,000</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>24,000</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>25,000</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
<td>26,000</td>
</tr>
<tr>
<td>2</td>
<td>5</td>
<td>27,000</td>
</tr>
<tr>
<td>2</td>
<td>6</td>
<td>28,000</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>26,000</td>
</tr>
<tr>
<td>3</td>
<td>2</td>
<td>27,000</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>28,000</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>29,000</td>
</tr>
<tr>
<td>3</td>
<td>5</td>
<td>30,000</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>31,000</td>
</tr>
</tbody>
</table>

**Distance Code**
1 = Caribbean, Central America, Colombia, Ecuador, Peru and northwest South America
2 = Brazil, Argentina, Chile, Europe
3 = Asia, Pacific region, India

**World Bank Purchasing Power Tiers**
Tier 1-6

For the purpose of this contract between BC and VATC, the applicable International Affiliate Start-up Fee shall be US$20,000 per annum.
Part II. Terms and Conditions:

1. All payments due under this contract are due and payable within 30 days of receipt of an invoice from BC.

2. BC reserves the right to terminate this agreement upon breach of any term of the affiliation agreement including failure to pay the affiliation fee in a timely manner.

3. BC is relieved of any duty or obligation under this agreement immediately upon its breach or termination. BC is not required to provide notice or make a demand before terminating this agreement, for cause, or before declaring the affiliate in default of this agreement. The partnering institution must immediately stop using any materials provided by BC and the affiliation is terminated immediately upon the default of this agreement and is immediately prohibited from referencing, advertising or otherwise commenting on its affiliation or association with BC upon default.

4. 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.

5. The prevailing party to any dispute raised pursuant to this agreement will be entitled to attorney’s fees, expenses and costs.

6. To the extent that any portion 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.

Part III: Transition to Accreditation (This paragraph applies to agreements made after 2009)

After an agreement of academic affiliation has been in effect and successfully implemented for at least six months, and the first class of entering students have enrolled in the BC program, the partnering institution may request that BC collaborate in the preparation of materials and evidence that supports a SACS-COC substantive change request. This will entail a comprehensive review of the institution and its capacity to be included under BC’s SACS-COC accreditation, including the overall administrative commitment to developing a successful program, adequacy of facilities, success in recruiting qualified faculty, financial viability and probability of enrolling future students. If BC agrees that the partnering institution is prepared for such an undertaking the partnering institution will pay a $10,000 one-time payment to support the staff time necessary to prepare the Prospectus for a Substantive Change and supporting documents. Should this process lead to SACS-COC approval of the Broward program, a new Contract for Instructional Services for International Centers will be prepared to describe the new terms of an affiliation which enables students to be admitted into BC as degree
seeking students and receive all the rights and privileges of BC students attending one of the campuses in Broward County, Florida.

Part IV: SACS Approved International Center Fees

If institutions are approved by the Commission on Colleges of the Southern Association of Colleges and Schools to become international centers where BC credits can be earned, this creates a new level of service and added costs to provide institutional support. Costs include the staff time and infrastructure needed for registration of students, maintenance of student records, increased access to library resources and monitoring compliance with SACS COC Core Requirements and Comprehensive Standards, including the measurement of Student Learning Outcomes.

International partnering institutions agree to pay for the cost of supporting this linkage based on the following factors:

1. Number of semester hours attempted by all students in the BC Program
2. Purchasing Power Parity

If the enrollment in the BC Program is sufficient, the fees assessed will be based on the number of semester hours generated through the program at the host location. The per credit hour rate will apply according the schedule below.

Per credit hour fee:

- Tier 1: $5
- Tier 2: $10
- Tier 3: $15
- Tier 4: $20
- Tier 5: $25
- Tier 6: $30

For the purpose of this contract between BC and VATC, the applicable SACS Approved International Center Fees shall be US$5 per credit hour.

Each semester, after the drop/add period is over BC will generate an invoice based on the number of semester hours attempted multiplied by the per credit hour fee.

Should enrollments fall to generate sufficient funds to cover BC's direct costs in a given year (estimated to no more than US$40,000 per year), the institution shall reimburse BC the direct costs of the program.

This schedule is subject to review every five years based on current local and worldwide economic conditions.