

**Memorandum of Understanding for Academic Agreements
Between Florida Gulf Coast University
and The District Board of Trustees of Broward College, Florida**

This Memorandum of Understanding ("MOU") is made on this 3rd day of March, 2026 ("Effective Date"), by and between, the District Board of Trustees of Broward College, Florida, located in Fort Lauderdale, Florida, 33301 ("BC"), and the Florida Gulf Coast University Board of Trustees, located in Fort Myers, Florida, 33965, ("FGCU"), collectively referred to as the "Parties," and each, individually, a "Party."

This MOU between the Parties is governed by Chapter 1007, Florida Statutes, and the Rules of the State Board of Education.

The Parties do hereby agree as follows:

1. Intent of Parties

- a. It is the intent of the Parties to establish the general provisions for the development of academic articulation or other academic agreements ("Academic Agreement") based on the general provisions contained in this MOU and as otherwise required under law. A requirement for each Academic Agreement entered into between the Parties is that the Academic Agreement must reference this MOU and must acknowledge that its requirements control unless expressly stated otherwise.
- b. Activities to be considered under specific agreements include but are not limited to:
 - i. Program or course requirements and/or articulation
 - ii. Recruitment activities
 - iii. Prospective and transfer student support
 - iv. Data sharing
 - v. Specialized admission requirements
 - vi. Transfer of credit
 - vii. Instructional space opportunities and requirements
 - viii. Marketing and publicity
 - ix. Communication of student information
 - x. Funding
 - xi. Scholarships, grants, or other student financial support
 - xii. Review of existing activities and development of new activities
 - xiii. Development of collaborative research projects involving the Parties' respective faculties.

2. General Provisions

- a. **Term; renewal; termination.** The term of this MOU shall be for five (5) years from the Effective Date. The MOU may be renewed upon mutual written agreement for up to two (2) five (5)-year periods. The MOU may be terminated by either Party upon written notice provided no less than six (6) months prior to the date of termination. Any academic agreement entered into after the initial effective date of the MOU will continue until the expiration date of that academic agreement regardless of the termination or expiration of this MOU.
- b. **Cost.** This is a no cost MOU to the Parties.
- c. **Public Records.** Each Party shall maintain its own respective records and documents with this MOU in accordance with the records retention requirements applicable to public records. The Parties shall comply with Florida Public Records laws in performance of this MOU.
- d. **Confidentiality.** The Parties acknowledge that each is an agency of the State of Florida and as such is subject to Chapter 119 Florida Statutes, Florida's Public Records Laws. If either Party claims information as it relates to this MOU or any agreement executed under the provisions of this MOU is exempt from Florida's Public Records Laws, the Party claiming such exemption must identify specifically any information which it considers to be exempt, citing specifically the applicable exemption law. The receiving Party shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The receiving Party shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary or confidential.
- e. **FERPA.** The Parties acknowledge that each has a duty to maintain the privacy of education records under the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 34 CFR part 99. Each Party shall preserve the privacy of education records in its possession in compliance with the terms of the FERPA and any regulation or policy adopted by the Party's governing board for this purpose.
- f. **Liability.** To the extent provided by Florida law, each party shall indemnify and hold each other harmless from any and all claims, demands, causes of action and damages arising out of the negligent or willful acts of the indemnifying party and its employees and agents in completing its responsibilities under this Agreement. Nothing contained herein shall obligate either party, each as a sovereign immune entity, to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which either party could be held liable under the provisions of section 768.28, Florida Statutes, and nothing herein shall be read as a waiver of the sovereign immunity beyond that provided in section 768.28, Florida Statutes, nor will anything herein be read as increasing the liability of either party to any person or entity beyond the limits of

liability for which either party could be held liable under section 768.28, Florida Statutes.

- g. **Insurance.** Each Party represents that it is self-funded for liability insurance pursuant to Chapter 284, Florida Statutes, and to the limits provided for in section 768.28, Florida Statutes, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by each respective Party. Each Party represents that it is self-funded for Workers' Compensation insurance required under Chapter 440, Florida Statutes, pursuant to Chapter 284, Florida Statutes, and to the limits provided for in section 768.28, Florida Statutes.
- h. **Research and Publication.** The Parties acknowledge that any academic or research articles, or general public publications (except general marketing or promotional materials), relating to programs or initiatives resulting from this MOU or any Academic Agreement referencing this MOU must be mutually agreed to in writing prior to publication.
- i. **Non-Discrimination.** The Parties to this MOU shall not discriminate against any employee or participant regarding responsibilities and obligations under this MOU because of race, age, religion, color, sex, national origin, disability, or any other basis prohibited by law. Nor shall the Parties deny participation in or benefits arising out of this MOU to any student, employee or participant or otherwise subject anyone to discrimination in any activity hereunder. The Parties shall take all measures necessary to effectuate these assurances.
- j. **Notices.** All notices and all other matters pertaining to this MOU requiring delivery to a Party shall be in writing and shall be deemed to have been duly given when received by the addressees at the following addresses:

For BC:

Dr. Jamonica Rolle
Acting Provost and Senior VP of Academic Affairs and College Operations
Broward College
111 East Las Olas Blvd.
Fort Lauderdale, Florida 33301

For FGCU:

Kristen Vanselow
AVP, Innovative Education & Partnerships
Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers, Florida 33965-6565

- k. **Independent Contractors.** The Parties shall be considered independent contractors and nothing in this MOU shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns during or after the term of the MOU.
- l. **No Third Party Beneficiaries.** This MOU is for the exclusive benefit and convenience of the Parties. Nothing contained herein shall be construed as granting, creating, or conferring any right of action or any other right or benefit upon any third party.
- m. **Governing Law; Jurisdiction.** This MOU will be exclusively governed by and construed in accordance with the laws of the State of Florida. Venue shall lie exclusively in the state courts of Florida.
- n. **Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.
- o. **Amendment.** This MOU may be amended or supplemented only when done in writing and signed by both Parties.
- p. **Entire Agreement.** This MOU states the entire understanding between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing.

Binding Effect. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

In witness whereof, FGCU and BC have caused this MOU to be executed by their authorized representatives:

THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA

and FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES

Signed by:

Torey Alston

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Signature

Title: Mr. Torey Alston, President and
Chief Executive Officer

Date: 2/12/2026

APPROVED
By Kristina Raattama at 1:47 pm, Feb 04, 2026

Aysegul Timur

Signature

dthorne

Title: Aysegul Timur, Ph.D., President

Date: 03/03/2026

Approved as to
Form and Legality

David Greenbaum

David Greenbaum
Associate General Counsel
Florida Gulf Coast University
Board of Trustees

1/23/2026