

**Memorandum of Understanding between  
Santa Fe College and New College of Florida  
Guaranteed Admission Program**

**I. PURPOSE OF THIS MEMORANDUM:**

The purpose of this Memorandum of Understanding (“MOU”), an interinstitutional articulation agreement, is to memorialize an agreement between The District Board of Trustees of Santa Fe College, Florida (“SF”) and New College of Florida (“NCF”) to ensure qualified SF students are guaranteed admission to NCF upon successful completion of an Associate of Arts (“AA”) degree from SF and application for admission to NCF. Students will use a prescribed academic pathway (“Pathway”) while at SF to ensure transfer entrance to associated NCF academic areas of concentration. Each Pathway will describe the curriculum a student should complete while pursuing their AA for a specified area of study at NCF. All Pathways shall be in writing and executed by authorized representatives of SF and NCF and shall be incorporated into this MOU as supplemental addenda. Students eligible for the Guaranteed Admission Program (“GAP”) will be expected to earn an Associate of Arts degree (“AA”) within eleven (11) semesters, not to exceed forty-two (42) months, from the time the student enrolls at SF as a non-high school attending student (“Transfer”), or within four (4) academic years for a dual enrolled high school student who will earn an AA concurrent with their high school diploma (“DE Student”), and maintain a minimum cumulative college GPA of 3.00.

**II. PURPOSE AND OVERVIEW OF THIS PROGRAM:**

The primary purpose of the GAP is to increase access for intellectually engaged, high achieving students to enroll and complete degrees at both SF and NCF. Further, the GAP will allow for more students within the State of Florida to remain in the state to pursue higher degrees of education to positively impact the state economy. These students will receive support and mentoring to guarantee the applicants’ admission to NCF upon completion of an AA at SF. The students at SF will be closely monitored by academic advisors who will guide students to complete coursework necessary to transition to NCF. All Pathway courses shall be completed prior to official enrollment at NCF; provided, the Pathway courses have been offered at SF during the students’ enrollment. If SF has not offered Pathway courses during the students’ enrollment at SF, NCF will consider reasonable alternatives on a case-by-case basis. SF students shall be held to the standards of each institution’s Student Code of Conduct and Honors Code.

**III. TARGET AUDIENCE:**

Any SF student who is interested in transferring to NCF after completing an AA at SF.

**IV. COMMITMENTS FROM SF:**

- a. Identify students who may be interested in NCF.
- b. Track potential NCF students for the GAP program.
- c. Communicate to students about student engagement opportunities at SF and NCF.
- d. Provide appropriate reports on progress of students; subject to FERPA.
- e. Advise students appropriately to ensure that necessary coursework is met for admissions into NCF.
- f. Refer interested students to either NCF’s Transfer Admissions Coordinator for Transfer students, or freshmen admissions coordinators for DE Students for appropriate admissions advising or questions.

**V. COMMITMENTS FROM NCF:**

- a. Provide regular curriculum updates to SF.
- b. Provide SF with data on success stories of SF GAP transfer students.

- c. Provide graduation data for GAP students commencing with the graduation of the first cohort of students transferring under this MOU.
- d. Invite students to attend virtual and in-person information sessions with details on NCF's admissions process and points of contact.
- e. Offer in-person and on-line group advising sessions for SF students in the GAP Program.
- f. Provide a welcome/encouragement letter to students that have self-identified as pursuing GAP admission.
- g. Encourage GAP students to attend activities (academic/social programming) to make connections with NCF students.
- h. Admit students who have satisfied the requirements outlined herein, who apply as a Transfer student or DE Student to NCF.
- i. Award to each SF student admitted to NCF one or more annually renewing scholarship in an amount consistent with NCF's scholarship guarantee programs and their established associated policies for the student's enrollment term and status as either a Transfer or DE Student.
- j. Award the Phi Theta Kappa Scholar Award to all Phi Theta Kappa AA graduates from Santa Fe College, subject to availability of the scholarship.
- k. Provide information about SF2NCF/GAP in denial letters to all prospective freshmen students who reside in Alachua and Bradford counties, and providing an opt-in notification for sharing contact information with SF.
- l. Provide SF with a list of all prospective Alachua and Bradford County students who are denied admission to NCF and who opt-in to such sharing.

#### **VI. REVERSE TRANSFER:**

New College will identify students transferring without the A.A. from SF, track progression, and once appropriate coursework has been completed, share student data with SF to allow the A.A. degree to be awarded.

#### **VII. TERM OF THIS MOU**

This MOU shall take effect on January 1, 2022 (the "Effective Date") and remain in place for one (1) year. It shall automatically renew on an annual basis unless either institution provides the other institution written notice no later than one hundred twenty (120) days prior to the expiration of the preceding term that it wishes to terminate this MOU. If either institution fails to follow the terms and conditions of the MOU, as set forth herein, the other institution has the right to terminate this MOU immediately upon written notice. If this MOU is terminated, the status of the students matriculated, enrolled, or accepted in programs contemplated under this MOU shall not be affected.

#### **VIII. OPERATIONAL DETAILS:**

- a. SF and NCF will meet to review MOU and make appropriate amendments and/or addenda when either party identifies a need to do so.
- b. SF and NCF academic administrators will communicate annually and may meet to address the unique academic needs of both institutions. Administrators or designees will review regional academic programming needs and plans with a particular focus on baccalaureate degree offerings.
- c. SF and NCF will identify members in their respective institutions to monitor the progress of the students and the program.
- d. If either institution requests a change to a Pathway, the institutions will cooperate to develop and execute a new Pathway, if reasonable to do so.
- e. Advertisements, press releases, flyers and other print or electronic publicity created and disseminated by each institution regarding programs or activities related to this MOU shall be approved in advance by designated representatives of both parties. Neither party shall use the other party's trademarks, trade

names, service marks, service names, brand names, brands (including headings and logotypes), domain names, URLs, logos, or any other licensed mark or intellectual property in any manner without the prior written consent from that party. This MOU does not authorize either of the Parties to represent the other in any form, or to act on the other's behalf.

**IX. CONTRACT MANAGERS:**

The following employees of the parties (or, in the event that the following individuals are no longer employed by the party or are transferred to a different position, the current individual holding the titled position specified below), or their appointed designee, are designated to serve as Contract Managers responsible for day-to-day oversight of the operations of this MOU:

- For SF:           Name: Naima Brown  
                    Title: Vice President for Student Affairs  
                    Phone: 352-395-4477  
                    Email: [naima.brown@sfccollege.edu](mailto:naima.brown@sfccollege.edu)
  
- For NCF:         Name: Timothy Binns  
                    Title: Transfer Admissions Coordinator  
                    Phone: 941-487-4751  
                    Email: [tbinns@ncf.edu](mailto:tbinns@ncf.edu)
  
- For NCF:         Name: Suzanne Sherman  
                    Title: Provost and Vice President for Academic Affairs  
                    Phone: 941-487-4200  
                    Email: [ssherman@ncf.edu](mailto:ssherman@ncf.edu)

Contract Managers are authorized to negotiate and execute written Pathways as addenda to this MOU. Contract Managers shall maintain copies of Pathways with this MOU.

**X. NOTICES:**

Any notice applicable under this MOU must be written. All such notices shall be effective upon mailing and shall be mailed certified mail, return receipt requested, to SF and NCF at the mailing address shown below or such other address as may hereafter be designated by written notice given by either party to the other. Copies of any applicable notices shall also be furnished to the Contract Managers for SF and NCF.

- As for SF:           Naima Brown  
                          Santa Fe College  
                          3000 NW 83<sup>rd</sup> Street, R-211  
                          Gainesville, Florida 32606
  
- With a copy to:    General Counsel  
                          Santa Fe College  
                          3000 NW 83<sup>rd</sup> Street, F-2318  
                          Gainesville, Florida 32606
  
- As for NCF:         Vice President, Enrollment Management  
                          New College of Florida  
                          5800 Bay Shore Road

Sarasota, Florida 34243

With a copy to: General Counsel  
New College of Florida  
5800 Bay Shore Road  
Sarasota, Florida 34243

**XI. MISCELLANEOUS:**

- a. The parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.
- b. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, F.S. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- c. The parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act, 20 USC §1232g (“FERPA”) and shall take all measures necessary to ensure the confidentiality of any and all information in their possession regarding the other party’s students. Neither party shall use or disclose student information received from or on behalf of the other party (or its students) except as permitted or required by the MOU, as required by law, or as otherwise authorized in writing by the party. The parties agree not to use student information for any purpose other than the purpose for which the disclosure was made. Obligations of the parties are subject to FERPA.
- d. The parties, as public institutions, are subject to Florida’s Government in the Sunshine Law (Section 286.011, F.S.) and Public Records Law (Chapter 119, F.S.). The public shall have access to public records, including those related to this MOU, unless the records are exempt and/or confidential under the law. Should the parties disagree about whether information is protected from disclosure under Florida law, the party advocating that the information is protected must promptly provide evidence of a statutory exemption under Florida law that is satisfactory to the recipient or obtain a protective order from a court of law.
- e. Nothing herein shall prevent the parties from contracting with other agencies or entities for the same or similar services as described herein.


The obligations of the parties under this MOU are subject to the availability of funds lawfully appropriated annually for their purposes by the Legislature of the State of Florida. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. The parties agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU.

- f. The parties expressly intend that as to this MOU, the parties are independent contractors and have no relationship other than the one created by this MOU, and that the parties shall not receive any benefits other than those expressly provided herein. This MOU does not constitute a joint venture or partnership between the parties. The parties expressly intend that no agent, servant, contractor, or employee of one party shall be deemed an agent, servant, contractor, or employee of the other party.
- g. Neither party may assign or transfer any of its rights, duties, or obligations under this MOU, in whole or in part, without the prior written consent of the other party. This MOU shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- h. Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the MOU due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.
- i. This MOU sets forth the entire agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This MOU may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this MOU.
- j. Each signatory to this MOU represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.
- k. This MOU may be executed in multiple parts (by facsimile transmission, email, or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

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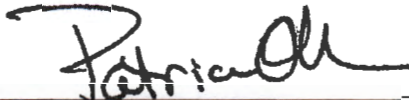
In witness whereof, the parties hereto have caused this MOU to be duly executed and delivered by their respective officials thereunto duly authorized as of the Effective Date.

**The District Board of Trustees of Santa Fe College, Florida**

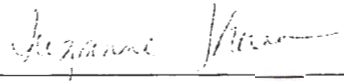
By:   
Title: Dr. Lisa Armour, Interim Provost and Vice President, Academic Affairs

On: 2/2/2022

**New College of Florida**

By:   
Title: Dr. Patricia Okker, President

On: 1/27/22

By:   
Title: Dr. Suzanne Sherman, Provost

On: 1/27/22