

**Memorandum of Understanding between  
The District Board of Trustees of Miami Dade College, Florida and New College of Florida  
Guaranteed Admission Program**

**PURPOSE OF THIS MEMORANDUM**

The purpose of this Memorandum of Understanding (MOU) is to memorialize an agreement between The District Board of Trustees of Miami Dade College, Florida (MDC) and New College of Florida (NCF) to ensure qualified MDC students are guaranteed admission to NCF upon successful completion of an Associate in Arts (AA) degree from MDC and application for admission to NCF. Students may use a prescribed academic pathway (Pathway) while at MDC to ensure transfer entrance to associated NCF academic areas of concentration. Each Pathway will describe the curriculum a student should complete while pursuing an AA for a specified area of study at NCF. All Pathways shall be in writing and executed by authorized representatives of MDC 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 within eight (8) semesters, not to exceed thirty-two (32) months, from the time the student enrolls at MDC as a non-high school attending student (Transfer Student), or within four (4) academic years for a dual enrolled high school student (DE Student), and maintains a minimum cumulative college GPA of 3.00.

**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 MDC 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 MDC. The students at MDC will be monitored by academic advisors to ensure proper advisement occurs for coursework necessary to transition to NCF. All Pathway courses should be completed prior to official enrollment at NCF; provided the Pathway courses have been offered at MDC during the students' enrollment. If MDC has not offered Pathway courses during the students' enrollment at MDC, NCF will consider reasonable alternatives on a case-by-case basis. MDC students shall be held to the standards of NCF's Student Code of Conduct and Honors Code.

**TARGET AUDIENCE**

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

**COMMITMENTS FROM MDC**

- Identify students who may be interested in NCF.
- Track potential NCF students for the GAP program.
- Communicate to students about student engagement opportunities at MDC and NCF.
- Provide appropriate reports on progress of students - subject to FERPA.
- Advise students appropriately to ensure that necessary coursework is met for admissions into NCF.
- 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.

**COMMITMENTS FROM NCF**

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

- Provide graduation data for GAP students commencing with the graduation of the first cohort of students transferring under this MOU.
- Invite students to attend information sessions with details on NCF's admissions process and points of contact.
- Offer in-person and on-line advising sessions for MDC students in the GAP Program.
- Provide welcome/encouragement letter to students that have self-identified as pursuing GAP admission.
- Encourage GAP students to attend activities (academic/social programming) to make connections with NCF students.
- Admit students who have satisfied the requirements outlined herein, who apply as a Transfer Student to NCF.
- Award to each MDC 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 a Transfer Student.
- Award the Phi Theta Kappa Scholar Award to all Phi Theta Kappa AA graduates from MDC; subject to availability of the scholarship.
- Provide information about this GAP in denial letters to all prospective freshmen students who reside in MDC serving counties.

#### **REVERSE TRANSFER**

NCF will identify students transferring without the AA from MDC, track progression, and once appropriate coursework has been completed, share student data with MDC to allow the AA degree to be awarded.

#### **TERM OF THIS MOU**

This MOU shall take effect on 4/17/2023, and remain in place for one (1) year. It shall renew on an annual basis upon mutual written amendment 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.

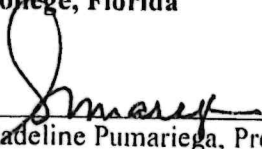
#### **OPERATIONAL DETAILS**

- MDC and NCF will meet to review this MOU and make appropriate amendments and/or addenda when either party identifies a need to do so.
- MDC 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.
- MDC and NCF will identify members in their respective institutions to monitor the progress of the students and the program.
- If either institution requests a change to a Pathway, the institutions will cooperate to develop and execute a new Pathway.
- 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.
- Each party grants the other a revocable, royalty-free, non-exclusive license to use and display its logo (the "Institutional Marks") in pre-approved promotions to promote the pathways solely in connection with the terms of this MOU. Said license will expire on the date that this MOU is terminated.

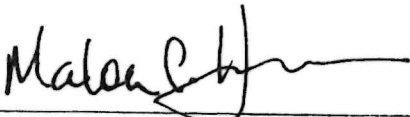
- The parties agree that this MOU will be governed and construed in accordance with the laws of the state of Florida as well as all applicable federal laws and rules and regulations of the Board of Governors and the State Board of Education; and agree to comply with same in the performance hereof. Venue for disputes arising from this MOU shall be the courts of competent jurisdiction in Miami-Dade County, 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 Agreement. The parties agree that there are no other beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement.
- Neither party shall be responsible for any of the other party's claims, liabilities, damages, losses, and costs against it including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from or incidental to the other party's performance under this Agreement, or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the breaching party or other persons employed or utilized by the party in the performance of this Agreement.
- Nothing herein shall be deemed a waiver of MDC's sovereign immunity except as set forth in Fla. Stat. 768.28.

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 date last written below.

**The District Board of Trustees of Miami  
Dade College, Florida**

By:   
Title: Madeline Pumariega, President

On: APRIL 17, 2023

By:   
Title: Dr. Malou C. Harrison, Provost

On: 4-17-2023

**New College of Florida**

By:   
Title: Richard Corcoran, Interim President

On: 4/25/23

By:   
Title: Dr. Bradley Thiessen, Provost

On: 4/25/2023