

MEMORANDUM OF UNDERSTANDING

Between

NOVA SOUTHEASTERN UNIVERSITY, INC.
ABRAHAM S. FISCHLER COLLEGE OF EDUCATION
AND
HILLSBOROUGH COMMUNITY COLLEGE

This Memorandum of Understanding ("MOU"), by and between the parties, Nova Southeastern University, Inc. ("NSU"), on behalf of its Abraham S. Fischler College of Education ("FCE"), collectively the "University" located at 3301 College Avenue, Fort Lauderdale, Florida 33314, and Hillsborough Community College, a political subdivision of the state of Florida and public body corporate of the State of Florida (the "College"). The University and the College wish to collaborate to provide accessible graduate education opportunities to eligible full-time College faculty and staff (such faculty and staff being sometimes collectively referred to herein as the "Students" or individually as a "Student"), in accordance with the terms and conditions contained in this Memorandum of Understanding (the "MOU").

Tuition and Applicable Programs

Subject to the limitations contained herein, FCE will offer Students a tuition reduction of twenty percent (20%) off the published tuition rate per credit hour in place at the time of enrollment. Such tuition reduction is applicable only to masters, specialist, and doctoral degree programs at the University. For a full list of degree programs and graduate certificates, visit <http://education.nova.edu/index.html#tabs1-grad> FCB tuition rates are subject to change each July 1, and the tuition reduction will be calculated based on the published tuition rate per credit hour in place at the time of enrollment.

Tuition Reduction Limitations

This tuition reduction will be honored only for thirty six (36) consecutive months commencing the month of a Student's first enrollment. A Student who has not completed the program within the thirty-six (36) months and wishes to complete the degree, shall be responsible for paying the then published full tuition rate for any outstanding courses required to complete the program.

Students, who cease being employees of the College for any reason after they enroll in a FCE program pursuant to this MOU, will receive the tuition reduction only for the balance of the academic term for which they are enrolled at the time they leave.

Tuition reduction shall not apply to those College faculty and staff who are currently enrolled with FCE on the effective date of this MOU.

Admission and Academics

Students may be admitted into a program under this MOU provided they have earned the required FCE minimum cumulative GPA, which currently is 2.5 on a 4.0 scale, and have complied with and satisfied all other University admission requirements as delineated in the FCE Catalog and Student Handbook (the "Catalog"). The Catalog is available online at: http://education.nova.edu/Resources/uploads/app/28/files/PDF/2016-2017_FCE_Catalog_and_Student_Handbook.pdf

The University shall have sole control over all academic matters concerning the programs that are the subject of this MOU. Students who are admitted to FCE programs pursuant to this MOU shall be subject to all applicable University policies, procedures, rules, and regulations as described in the Catalog.

Upon the execution of this MOU, FCE will prepare a flyer or other document for the College to provide to its faculty and staff who may be eligible for the tuition reduction under this MOU.

College Responsibilities

In consideration of the tuition reduction offered by the FCE herein, College will facilitate promotion of the tuition reduction program evidenced in this MOU by (a) making FCE flyers and promotional materials that are reasonably acceptable to the College available and accessible to potential College faculty, and staff; and (b) allowing FCE recruitment personnel to speak to faculty and staff about FCE and its graduate offerings.

Recruitment

The University may participate in recruitment efforts with the College and shall only direct its recruiting efforts for those programs designated in this MOU with the College.

Term and Termination

Unless earlier terminated as provided for below, this MOU shall be in force and effect upon signing of the parties and shall expire on June 30, 2018 (the "Term"). Prior to expiration of this MOU and if not terminated, the parties may wish to extend this MOU for an additional Term, upon a mutual written signed agreement.

Either party may terminate this MOU, with or without cause, with thirty (30) days prior written notice of termination to the other party. Upon any such termination, enrolled MOU students who are entitled to the tuition reduction shall, subject to the limitations contained in this MOU, continue to receive the tuition reduction.

Press Announcements

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning this MOU or any of its provisions.

Use of Names, Logos, and Trademarks

No party may use the name, logos, or trademarks of the other party, or any version, abbreviation, or representation of them, in any written materials (including, without limitation, those relating to advertising and publicity) relating to this MOU, without the prior written consent of the other

party. The foregoing limitation shall not apply to general information about the Huizenga College and its offerings that is provided to academic advisors pursuant to item (ii) (b) under the section entitled "College Responsibilities".

Third Party Beneficiaries

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.

Entire Agreement and Modification

This MOU contains the entire understanding of the parties with respect to the matters covered herein, and supersedes all prior and contemporaneous agreements, discussions, and representations, whether written or oral. This MOU may only be altered, amended or modified by a written instrument duly executed by the parties.

Assignment

Neither party may assign its interest in this MOU or any of its rights or obligations herein without the prior written consent of the other party.

Law Governing, Jurisdiction, and Venue

This MOU shall be governed by and construed in accordance with the laws of the state of Florida. With respect to any action instituted by a party relating to this MOU, the parties accept the exclusive jurisdiction of the courts of the state of Florida, and agree that venue shall lie exclusively in Broward County, Florida.

Waiver

A waiver by either party of a breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach of the same provision or the breach of any other provision. Any waiver must be evidenced by a written instrument executed by the waiving party.

Successors

This MOU shall be binding upon and shall inure the benefit of the parties and their successors and permitted assigns.

Notices

All notices required or permitted to be given under this Agreement shall be in writing, and shall be deemed effective (i) upon personal delivery with a written receipt obtained, (ii) upon receipt, refusal of receipt or the date noted as uncollected when sent by certified or registered mail, postage prepaid and return receipt requested, (iii) upon the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service (e.g., Federal Express), or (iv) upon email transmission with receipt confirmed by the recipient to the sender by return email, at the following addresses:

If to College: Hillsborough Community College
District Administrative Offices
39 Columbia Dr.
Tampa, Florida 33606
Att: Dr. Brian Mann, Director,
Associate in Science Programs
Email: bmann@hccfl.edu

With Copy to: College Attorney
Martha Kaye Koehler
ksmuder@hccfl.edu

If to the University: Nova Southeastern University, Inc.
Abraham S. Fischler College of Education
Kimberly, Durham, Psy.D., Interim Dean
3301 College Avenue
Davie, FL 33314
Email: durham@nova.edu

Each party may change the address at which notices are given by providing notice of the change pursuant to this section.

Political Subdivision

The parties hereto acknowledge and agree that College is a political subdivision of the State of Florida. As such, College's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Federal, Florida laws, Florida regulations and District Board of Trustees Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge the performance under this MOU is subject to the limitations and provisions of Section 768.28, Florida Statutes (the limitation and provisions of which are not waived, altered, or expanded by anything herein). Nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, Florida Statutes.

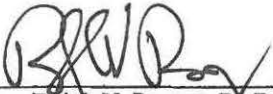
Public Access to Records

Both parties acknowledge and agree that as a political subdivision of the State of Florida, College is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The parties agree to comply with applicable Florida Statutes relating to the generation, maintenance and provision of all public records relating to this Agreement.

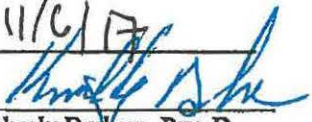
Signatures will be on the next page

The parties have executed this MOU on the dates set forth below.

Nova Southeastern University, Inc.


By: 
Ralph V. Rogers, Ph.D.
Provost & Exec. VP
for Academic Affairs

Date: 11/6/17


By: 
Kimberly Durham, Psy. D.
Dean, Abraham S. Fischler
College of Education

Date: 12/31/17

Hillsborough Community College

By: 
Dipa Shah, Esq.
Chair, District Board of Trustees

Date: _____


By: 
Dr. Ken Atwater
President

Date: 10/25/17

Approved as to Form and Legality:

By: 
College Attorney

REVIEWED BY LEGAL

By: 
Rebecca S. Rosenthal, Esq.
Assoc. Counsel, Office for Legal Affairs