

EDUCATION PARTNERSHIP AGREEMENT

This Education Partnership Agreement is made and entered into, as of May 1, 2021 (“**Effective Date**”), between American Public University System, Inc. (“**APUS**”) and Miami Dade College (“**Institution**”) (individually a “**Party**” and collectively the “**Parties**”) (the “**EPA**”) (collectively with any articulation agreements entered into between the Parties, which reference this EPA, the “**Agreement**”). This EPA outlines how the Parties plan to work together to benefit the transfer of Institution students to APUS and will allow the Parties, where appropriate, to align programmatic agreements.

APUS and Institution hereby agree as follows:

1. **Articulation Agreements.** This EPA serves as a foundation for the Parties to articulate department and programmatic-level student transfers from Institution to APUS where the Parties may agree their respective academic programs align for student transfer. Any such transfer initiative shall be further documented in an articulation agreement, each of which shall be subject to this EPA and are incorporated herein by reference (each an “**Articulation Agreement**”). In the event of a conflict between this EPA and any Articulation Agreement, this EPA shall control.
2. **Program Integrity.** Each Party shall maintain the integrity of its programs and enter into this EPA as separate and equal parties.
3. **Student Advising and Outreach.** APUS shall designate one or more points of contact to answer questions from potential Institution transfer students. The Parties will arrange for APUS to contact these students as needed by means mutually agreeable to the Parties. Institution shall provide an appropriate location for any in-person meetings between APUS and Institution students.
4. **Marketing and Communications.** Each Party agrees to publicize the Agreement as set forth below.
 - a. Each Party will assume responsibility for the appropriate marketing of the Agreement to their respective student, prospective student, faculty, and staff populations.
 - b. Each Party will designate a point of contact, communicate this contact to the other Party, and update the other Party of any changes to this contact.
 - c. Each Party may provide at its website, a link to the other Party’s website during the Term.
 - d. At least annually, the Parties will communicate updated degree requirements, admissions, and transfer information that may affect the Agreement.
 - e. Each Party grants to the other Party a royalty-free, nonexclusive, non-transferable revocable license during the Term to use its trademarks, name, and other identifying symbols (collectively, the “**Marks**”) to fulfill any mutually agreed to promotional obligations; provided that use of the Marks shall be subject any usage guidelines provided by the granting Party. No sublicenses are contemplated by the Agreement and each Party will retain all rights in its respective Marks. Upon termination of this EPA, each Party will promptly cease use of the other Party’s Marks.
5. **Enrollment.**
 - a. An Institution student may be admitted and enrolled in APUS, and may graduate from APUS, in accordance with then-applicable regulatory requirements and APUS’s then-current requirements and policies, which APUS shall at all times control and may modify in its sole discretion. As APUS students, these individuals will be subject to the financial obligations and fees of APUS, and may be considered for financial assistance at APUS, as determined by APUS. APUS may in its sole discretion offer discounts to students for enrollment in certain programs as may be further set forth in an Articulation Agreement.

6. **Book Grants/Technology Fee Waiver.** APUS may extend an undergraduate book grant to students, as applicable. APUS will waive any technology fee otherwise incurred by an Institution student who completes an associate degree or a bachelor's degree at the Institution before transferring to APUS.
7. **Transfer Credit.** APUS agrees to provide Institution information about APUS's transfer credit and evaluation processes, which APUS may modify at any time and for any reason. Institution shall notify APUS in advance of any program changes that may affect these processes.
8. **Partner Grant.** Offer eligible Institution's employees the opportunity to purchase educational services along with a grant, creditable solely against the payment of APUS tuition, equal to 5% of the applicable, then-current APUS published tuition charged to non-military APUS students for courses that are part of an APUS degree or certificate program that is generally available to the public (such grant program, hereinafter, referred to as the "**Partner Grant**"). The Partner Grant shall not be offered, and may not be used, in conjunction with any other scholarship, grant, or discount programs that may be made available by APUS or to APUS students.
9. **Term and Termination.**
 - a. This EPA is effective as of the Effective Date identified above and will continue for five (5) years thereafter (the "**Term**"), and it shall renew automatically, unless terminated earlier pursuant to this Section 9.
 - b. Either Party may terminate this EPA upon providing sixty (60) days written notice.
 - c. In the event that APUS or any regulatory authority determines that any of the terms or provisions of this EPA are in violation of, or conflicts with, applicable laws, regulations or rules, then APUS may immediately cease to comply with such terms/provisions, provide any related services, and terminate this EPA.
 - d. The Parties shall work in good faith to avoid any adverse impact to any student accepted or taking courses at APUS at the time of termination.
 - e. Any Articulation Agreement shall terminate upon the effective date of termination or expiration of this EPA.
 - f. Any terms that by their nature logically should survive, will survive termination or expiration of this EPA.
10. **Other Rights and Responsibilities.**
 - a. APUS may review at any time any Institution program for which transfer credits are contemplated to ensure the program satisfies APUS's academic standards.
 - b. Neither Party will make false, erroneous or misleading statements, representations, warranties or guarantees to its students, employees or other third parties with respect to the other Party.
 - c. Each Party acknowledges and agrees that it shall comply with the Family Educational Rights and Privacy Act, and all other applicable laws, regulations, and accreditation requirements.
11. **Miscellaneous.**
 - a. Nothing in the Agreement shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship between APUS and Institution.
 - b. The Agreement provisions are severable, and a legal determination that any provision is invalid or unenforceable shall not affect the validity and enforceability of the remaining provisions.
 - c. This is the entire agreement of the Parties regarding its subject matter, and it supersedes all prior agreements, representations and communications. The Agreement may be modified by mutual written agreement of authorized Party representatives.
 - d. Subject to the provisions and limitations of Section 768.28, Florida Statutes, as may be amended, the Parties agree to defend, indemnify, and hold each other harmless from and against any loss,

claim, or damage, to the extent it arises or is alleged to arise from the grossly negligent acts or omissions of their respective officers, employees, or agents in the performance of their duties under this agreement.

- e. Each party shall comply with the applicable provisions of Chapter 119, Florida Statutes, as may be amended. All records provided by or to Institution pursuant to this Agreement are public records, unless exempt pursuant to the provisions of Chapter 119, Florida Statutes, as may be amended, or other applicable federal or state law.
- f. Each party is an independent contractor, and neither party's employees, contractors, agents, or other representatives shall be considered the other party's employees, contractors, agents or representatives.
- g. All notifications will be in writing and deemed given as of the delivery date. Notice will be sent to the attention of the representative set forth below or to such other representative as either Party may identify in writing. In order for a notice to APUS to be valid, the notice must also be sent to Attention: Legal Affairs, 111 West Congress Street, Charles Town, WV 25414 (Legal@apus.edu).

APUS Contact Information:

American Public University System, Inc.
111 West Congress Street
Charles Town, WV 25414
Attn: Academic Partnerships
E-mail: edpartners@apus.edu

Institution Contact Information:

Miami Dade College
300 N.E. 2nd Avenue
Miami, FL 33132
Attn: Philip Giarraffa
E-mail: pgiarraf@mdc.edu

With Copy To:

Office of Legal Affairs
300 NE 2nd Ave.
Miami, Florida 33132
Attn: Javier A Ley-Soto, Esq.
Title: General Counsel
Email: jlevsoto@mdc.edu

IN WITNESS WHEREOF, the Parties have caused this EPA to be signed by their authorized representatives on the date and year first written above.


Wade T. Dyke (Apr 30, 2021 14:46 EDT)

Dr. Wade T. Dyke Date
President
American Public University System, Inc.


Julie Alexander (Apr 30, 2021 09:20 EDT) 04/30/21

Dr. Julie Alexander Date
Vice Provost for Academic Affairs
Miami Dade College


Leon Saunders (Apr 29, 2021 09:11 EDT) 04/29/21

L. Christopher Saunders Date
Assistant General Counsel
Miami Dade College

ARTICULATION AGREEMENT
BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA
AND
AMERICAN PUBLIC UNIVERSITY SYSTEM

I. Parties

This articulation agreement (the “Agreement”) is made by and between The District Board of Trustees of Miami Dade College, Florida (“MDC”), located at 300 N.E. 2nd Avenue, Miami, Florida 33132 and American Public University System, Inc. (“APUS”), located at 111 West Congress Street, Charles Town, WV 25414. This Agreement is incorporated by reference into the Education Partnership Agreement entered into, as of May 1, 2021, between the Parties (“EPA”). Collectively, both MDC and APUS shall be referred to as the “Parties.”

II. Purpose

The purpose of this Agreement is to create a seamless transfer pathway for MDC graduates to complete their baccalaureate degrees at APUS.

III. Provisions

A. Admissions

- i. Subject to meeting APUS’s admission requirements for the program they wish to enroll in, MDC graduates will be admitted to APUS if their cumulative grade point average (GPA) meets APUS then-current transfer requirements and the requirements for the applicable APUS degree programs, which are currently available at: <https://catalog.apus.edu/undergraduate/academic-programs/>. Students shall apply for admission to APUS in accordance with rules, policies and procedures that are in effect at APUS at the time of application. This includes the provision of all official transcripts from all colleges previously attended. Admission to any specific program or major is at the sole discretion of APUS.
- ii. Student participation in this articulation protocol will be implemented in compliance with applicable federal, state, and local nondiscrimination laws and regulations. Admission to any APUS program shall be without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. APUS does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity,

gender expression, pregnancy, marital status, genetic information, social or economic status.

- iii. All students admitted to APUS agree to abide by the regulations, rules, and statutes of APUS, and its governmental entities, including but not limited to, the codes of conduct, and academic and financial policies.
- iv. Students transferring to APUS from MDC will receive all services provided to APUS students, and will have the same rights and responsibilities afforded to all of APUS's students. This includes the ability to apply for all relevant scholarships.

B. Transfer of Credits

MDC's Associate in Science (A.S.) and Associate of Arts (A.A.) graduates are eligible to receive up to a maximum of ninety (90) transfer credits; provided they meet APUS transfer requirements for the applicable APUS degree program.

MDC graduates are given the opportunity to contact a member of the APUS admissions and transfer credit offices for transfer advising, which includes review of transfer credits and necessary requirements for the completion of a bachelor's degree at APUS.

Per APUS policy, the student's APUS General Education requirements (Excluding Required) will be fulfilled on the merit of a conferred Associate of Arts or Associate of Science degree and the students will be recognized as upper division students.

IV. Collaboration and Coordination

APUS and MDC agree to cooperate in communicating with each other and with their respective constituents about the relationship between the two institutions. Faculty and staff at both institutions will share the information provided in this Agreement with interested and qualified students. APUS and MDC agree to provide counseling and advisement to students and prospective students about this partnership and its inherent benefits.

A. During the period of this collaborative agreement, MDC will:

- i. promote APUS in any publications and/or websites that discuss transfer options and agreements, and MDC's website(s) will have a link to APUS.
- ii. distribute and make available any appropriate APUS printed materials.
- iii. agree that all references to APUS will be subject to review and approval by APUS.

B. During the period of this collaborative agreement, APUS will:

- i. designate an individual to serve as a liaison to administer this Agreement. The administrator designated from APUS will implement this Agreement at APUS

- and communicate changes to those parties at APUS to whom the information is pertinent. MDC will designate a similar liaison to fulfill the same purpose.
- ii. provide data annually to MDC regarding the number of students who transfer under the terms of the Agreement.
 - iii. agree that all references to MDC will be subject to review and approval by MDC.

V. Term, Termination, and Other Provisions

- A. This Agreement is made effective on the date that both Parties have fully executed the Agreement. The term of this Agreement shall be for three (3) years.
- B. Either party may send written notice of terminating the Agreement a minimum of sixty (60) days prior to the effective date of the termination.
- C. If this Agreement is terminated by either party, the Parties agree that such termination will not affect the status of commitments made to MDC graduates already in the program, subject to any then-applicable legal or regulatory limitations. The Agreement will continue in effect for the terms applicable at the time each respective student enrolled in the program.
- D. Any modification to this Agreement must be made in writing and signed by both Parties.

VI. 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 Agreement.

Both Parties acknowledge that they are each bound by the confidentiality and privacy provisions of the Family Educational Rights and Privacy Act of 1974, as amended, and may be further amended from time to time and the regulations promulgated thereunder (“FERPA”). The Parties acknowledge that the offering and administration of the Program will require the exchange of certain student information from educational records. Before such records are released and/or shared by either APUS or MDC, the Parties shall obtain permission for such release and sharing from each student as is required by FERPA.

VII. Indemnification

Neither Party shall be responsible for the acts of the other or for the acts of any student participating in the Program.

VIII. Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party. This Agreement and all of the obligations and rights herein established

shall extend to and be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the Parties hereto.

IX. Governing Laws
[Intentionally omitted]

X. Public Records
This Agreement is subject to Chapter 119, Florida Statutes, more commonly referred to as Florida’s Public Records Law.


XI. Entire Agreement/Annual Review
This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument. This Agreement may be transmitted in electronic format and shall not be denied legal effect because it was formed or transmitted, in whole or in part, by electronic means. An electronic, digital or electronically transmitted signature (collectively, “Electronic Signature”) will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such Electronic Signature.

This Agreement between The District Board of Trustees of Miami Dade College, Florida, and American Public University System, Inc. was executed by the duly authorized representatives of the Parties on this 1st day of May 2021.

Authorized Signatures

**AMERICAN PUBLIC
UNIVERSITY SYSTEM, INC.**

**THE DISTRICT OF TRUSTEES
OF MIAMI DADAE COLLEGE, FLORIDA**


Vernon Smith (Apr 30, 2021 14:37 EDT)
_____ Apr 30, 2021
Dr. Vernon C. Smith Date
Senior Vice President and Provost


Julie Alexander (Apr 30, 2021 09:20 EDT)
_____ 04/30/21
Dr. Julie Alexander Date
Vice Provost for Academic Affairs

Approved as to form and legal sufficiency:


Leon Saunders (Apr 29, 2021 09:11 EDT)
_____ 04/29/21
L. Christopher Saunders, Esq. Date
Assistant General Counsel









APUS Educational Partnership and Articulation Agreement - unsigned

Final Audit Report

2021-04-30

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