

**Articulation Agreement**  
**The District Board of Trustees of Miami Dade College, Florida**  
**and**  
**University of West Florida Board of Trustees (UWF)**

Title of Agreement:           **Articulation Agreement**  
Type of Agreement:       **Special Admissions**  
Major:                       **Cybersecurity**  
College:                   **Hal Marcus College of Science and Engineering**  
Degree:                   **Master of Science in Cybersecurity**  
Limited Access Program:   **No**

Contacts – University of West Florida:

1. Dr. George Ellenberg, Provost and Senior Vice President  
Building 10, Room 210  
11000 University Parkway  
Pensacola, FL 32514  
(850) 474-2035  
academicaffairs@uwf.edu
2. Dr. Jaromy Kuhl, Dean, Hal Marcus College of Science and Engineering  
Building 4, Room 423  
11000 University Parkway  
Pensacola, FL 32514  
(850) 474-2688  
jkuhl@uwf.edu

Contacts – Miami Dade College:

1. Michaela Tomova, Ed.D  
Vice Provost for Academic Affairs 300 N.E. 2<sup>nd</sup> Avenue, Suite 1402  
Miami, Florida 33132-2297  
(305) 237-7061  
mtomova@mdc.edu
2. Philip Giarraffa, Ph.D  
Director, Articulation & Academic Pathways  
300 N.E. 2<sup>nd</sup> Avenue, Suite 1402  
Miami, Florida 33132-2297  
(305) 237-7061  
pgiarraf@mdc.edu

## 1. Introduction

The University of West Florida (UWF) Hal Marcus College of Science and Engineering (HMCSE) in collaboration with The District Board of Trustees of Miami Dade College, Florida (Miami Dade College) have agreed to a special admissions process to expedite admission of students graduating with a Bachelor of Science degree in Cybersecurity from Miami Dade College into the Master of Science in Cybersecurity program at UWF.

## 2. Program Goal

The goal of this agreement is to promote a special admissions process for students graduating from Miami Dade College with a Bachelor of Science degree in Cybersecurity with Express Admission opportunity into the Master of Science in Cybersecurity program at UWF.

The Special Admissions eligible programs:

<b>Miami Dade College Program</b>	<b>University of West Florida Program</b>
Bachelor of Science in Cybersecurity	Master of Science in Cybersecurity

## 3. Special Admissions Criteria

- A. Eligible students will successfully complete the Bachelor of Science degree in Cybersecurity at Miami Dade College.
- B. Eligible students' cumulative undergraduate GPA from Miami Dade College at the time of application will be a 3.0 GPA or higher.
- C. Eligible students will have completed their Bachelor of Science degree in Cybersecurity within the last 6 years from the date of application.

## 4. Special Admissions Process

- A. Eligible students will complete a UWF Special Express Admission application adhering to the UWF Graduate School application deadlines.
- B. The UWF Graduate School receives the Special Express Admission application and requests official transcripts for the degree granting institution of the eligible student.
- C. Copies of transcripts from other attended institutions will be provided by the student.
- D. UWF Departmental requirements (prerequisite undergraduate courses, letter of intent, resume, and reference letters) for eligible students are waived. UWF requirements for admission will still be applicable.
- E. Application fees for the eligible student are waived.
- F. The UWF Chair of Computer Science and the Dean of the Hal Marcus College of Science and Engineering have final application approval.

## **5. Immunizations**

Students who plan to take courses on the UWF campus are required to provide proof of Immunization in accordance with University Policy SA-12.04-06/16 Immunization Requirements.

## **6. Updates**

This Agreement is subject to change by legislative action, the State Board of Education, the Florida College System, the Florida Board of Governors, the University of West Florida Board of Trustees, Miami Dade College Board of Trustees, or external accrediting agencies. This Agreement will be reviewed by both parties on a yearly basis to ensure the currency of this document.

## **7. Resources**

Resources for the implementation of this Agreement may come from either party, depending on budget availability. No party hereto is obligated to expend any resources whatsoever in connection with this Agreement. No implementation of any portion of this Agreement, or commencement of any specific projects, may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent that any external funding is required by the University of West Florida in order to implement this Agreement and funding for such purposes is not appropriated to the University of West Florida by the legislature of the State of Florida or is not otherwise available to the University of West Florida, the University of West Florida shall hence forth have no further financial obligations hereunder. In the event the University of West Florida does not have sufficient legislative appropriations to carry out any obligations under this Agreement, it shall immediately notify Miami Dade College of such portions of this Agreement that may be deemed terminated as a result of such failure of appropriations.

## **8. Public Records**

All parties shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in connection with this Agreement. Refusal by either to allow such public access shall be grounds for unilateral cancellation of this Agreement.

## **9. Term**

This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be determined from the date of the last signature. It will be automatically renewed for an additional five one (1) year periods. Either party may terminate this Agreement, without cause, by providing sixty (60) days written notice to the other party. If either party fails to follow the terms and conditions of the Agreement as set forth therein, the other party has the right to terminate this Agreement upon fifteen (15) days written notice to the other. Either Party may also terminate this Agreement effective immediately and upon written notice to the other if, in its sole discretion, it concludes the health, safety, or welfare of students are endangered for any reason; if the special admissions process no longer supports the educational mission of either Party; or, if the other Party has acted in violation of applicable law. Any notices of termination of this Agreement shall be sent to the official contacts named below, with the understanding that students currently being served through the special admissions process will be allowed to complete their transition to the University of West Florida without losing any benefits of the special admissions process.

## **10. Non-Discrimination**

The University of West Florida and Miami Dade College are equal opportunity institutions and use E-Verify as required by law. Neither party will discriminate unlawfully against any student, applicant, or employee because of age, creed, gender, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

## **11. Notices**

Notices with respect to the rights and obligations of each party hereto shall be provided as follows:

University of West Florida:

1. Dr. George Ellenberg, Provost and Senior Vice President  
Building 10, Room 210  
11000 University Parkway  
Pensacola, FL 32514  
(850) 474-2035  
academicaffairs@uwf.edu
2. Dr. Jaromy Kuhl, Dean Hal Marcus College of Science and Engineering  
Building 4, Room 423  
11000 University Parkway  
Pensacola, FL 32514  
(850) 474-2688  
jkuhl@uwf.edu

Miami Dade College:

1. Michaela Tomova, Ed.D Vice Provost for Academic Affairs  
300 N.E. 2nd Avenue, Suite 1402  
Miami, Florida 33132-2297  
mtomova@mdc.edu
2. Javier A. Ley-Soto, Esq.  
General Counsel  
300 N.E. 2<sup>nd</sup> Avenue  
Room 1453  
Miami, Florida 33132

## **12. Modifications, Additions, or Deletions**

Modifications, additions, or deletions from this Agreement must be in writing and signed by both parties. The designated representatives for the University and the College are listed upon "Approvals."

## **13. General Provisions**

- A. The Parties have set forth the terms, conditions and responsibilities in this Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both Parties; provided, however, in the event that either Party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the Parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either Party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either Party can terminate this Agreement effective immediately upon written notice. Students currently being served through the special admissions process will be allowed to complete their transition to the University of West Florida without losing any benefits of the special admissions process.
- B. Miami Dade College shall not use UWF trademarks, trade names, service marks, service names, brand names, domain names, URLs or logos or any other licensed UWF mark or intellectual property in any manner without the prior written consent from UWF of such use. UWF shall not use Miami Dade College trademarks, trade names, service marks, brand names, domain names, URLs or logos or any other licensed Miami Dade College or intellectual property in any manner without the prior written consent of Miami Dade College of such use.
- C. The Parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the Parties' obligations under those laws and regulations.
- D. Application of Florida Law: This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.
- E. Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid,

illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

- F. Successors and Assigns: Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No Party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other Party.
- G. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile, electronic document, or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.
- H. Entire Agreement: This Agreement represents the entire understanding of the Parties with reference to the matters set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications and prior agreements among the Parties relating to the subject matter herein.

INTENTIONALLY LEFT BLANK

Entire Agreement

This Agreement contains the entire agreement of the parties in connection with the subject matter hereof, and supersedes any and all prior and contemporaneous agreements between the parties whether written or oral.

Approvals:

THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA

By: <u>Michaela Tomova</u> <small>Michaela Tomova (Dec 15, 2021 14:49 EST)</small> Michaela Tomova, Ed.D. Vice Provost for Academic Affairs	<u>12/15/21</u> Date
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By: <u>Malou C. Harrison</u> <small>Malou C. Harrison (Dec 17, 2021 15:52 EST)</small> Malou C. Harrison, Ph.D. Executive Vice President & Provost	<u>12/17/21</u> Date
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Approved as to Form:

By: <u>Leon Saunders</u> <small>Leon Saunders (Dec 15, 2021 14:48 EST)</small> L. Christopher Saunders, Assistant General Counsel	<u>12/15/21</u> Date
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UNIVERSITY OF WEST FLORIDA

By: <u>DocuSigned by: George Ellenberg</u> <small>5AC079CBBBA16437...</small> Dr. George Ellenberg, Provost and Senior Vice President	<u>01/12/2022</u> Date
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By: <u>DocuSigned by: Jaromy Kuhl</u> <small>EE88ADE94CD24A8...</small> Dr. Jaromy Kuhl, Dean Hal Marcus College of Science & Engineering	<u>01/12/2022</u> Date
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Approved as to Form:

By: <u>DocuSigned by: APPROVED AS TO FORM AND LEGAL SUFFICIENCY M. [Signature] OFFICE OF THE GENERAL COUNSEL</u> <small>396B57BD3A9A486...</small> Office of the General Counsel	<u>01/12/2022</u> Date
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