

ARTICULATION AGREEMENT

BETWEEN

LIM COLLEGE

AND

THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA

I. Parties

This Articulation Agreement (“Agreement”) is made by and between LIM College (“LIM College” or “LIM”) located at 216 E. 45th Street, New York, NY 10017 and The District Board of Trustees of Miami Dade College, Florida (“MDC”), on behalf of MDC’s Miami Fashion Institute located at 300 N.E. 2nd Avenue, Miami, Florida 33161. Collectively, both MDC and LIM shall be referred to as the parties.

II. Purpose

To establish guidelines and procedures to facilitate the transfer of qualified Miami Fashion Institute Associate in Science (A.S.) graduates in the areas of Fashion Merchandising and Fashion Design to baccalaureate degree programs at LIM College. A.S graduates in Design are eligible for transfer into the BBA in Business of Fashion. A.S. graduates in Merchandising are eligible for transfer into the BBA in Fashion Merchandising, BBA in Visual Studies, BBA in Fashion Marketing, BBA in Management, Bachelor of Science (B.S.) in Fashion Media, and B.S. in International Business.

III. Provisions

LIM College and MDC will draft and maintain Transfer Guides, as an addendum to this agreement, which identifies the transferring institution courses which satisfy direct, liberal arts, or general/flex elective requirements at LIM College.

- Under this agreement, students who complete the courses listed on the Transfer Guide and earn their Associate’s degree; will receive transfer credits for courses where a passing grade has been earned. These credits will be applied for those courses that are required in the chosen program of study.
- Students must meet the admissions and Bachelor’s degree requirements for the academic year in which they are admitted. Please refer to the college catalog for complete admissions and program requirements.
- Students are required to submit an official transcript from MDC in order to complete the transfer of applicable credit.
- LIM College and MDC shall review and update the Transfer Guide as necessitated by curriculum changes by either party.
- MDC will promote the agreement and provide contact information for LIM representatives on the LIM microsite created by MDC.

IV. SCHOLARSHIPS

LIM College, will create and award the **LIM College/Miami Dade College Transfer Scholarship**, in an effort to encourage **MDC** students to earn their associate degree credentials, facilitate transfer to the four-year institution, and support completion of the bachelor’s degree at LIM

College. These scholarships will also serve as marketing/recruitment tools for LIM College. Please refer to Table 1 for specific scholarship opportunities per chosen degree program path.

The LIM College/Miami Dade College Scholarships will have the following criteria:

1. Students must graduate from **MDC** with a minimum GPA of 2.0
2. Students **MUST** graduate with an associate degree from **MDC**
3. Students must register at the receiving institution as full-time, matriculated students
4. The scholarships will be renewable, as long students meet the following minimum requirements:
 - a. Maintain a cumulative GPA of 2.0
 - b. Maintain full-time matriculated status
 - c. Maintain satisfactory academic progress towards a degree at the receiving institution

Table 1: LIM College and Miami Dade College- Partnership Options

Students who graduate from **MDC** with their AS degree in Fashion Design or Fashion Merchandising will have automatic admission (after submitting transcripts and an application) into one of the following options:

	Undergraduate Online Only*	Undergraduate Partial Online/On-campus (1 semester-on campus)	Undergraduate Partial Online/On-campus (2 semesters-on campus)	Undergraduate On-campus only (4 semesters)
LIM Undergraduate Program	BBA in Fashion Merchandising BBA in Business of Fashion	BBA in Fashion Merchandising or Business of Fashion	BBA in Fashion Merchandising or Business of Fashion	BBA or BS in all majors
Tuition and Fees	\$450 per credit: \$1350 per course \$5400 per semester (based on 12 credits) Estimated 65 credits to complete for a total cost of \$29,250	\$450 per credit (6 modules online) On-Campus 1 Semester Tuition: \$9000 Housing: \$7500	\$450 per credit (4 modules online) On-campus final two semesters: Tuition: \$18,000 Housing: \$15,000	Tuition: \$18,000 annual Housing: \$15,000 annual
Scholarship Award	Scholarship Award of \$130 per credit \$8450 over 65 credits	Scholarship Award of \$130 per credit while online \$4967.50 for campus tuition \$1173 for housing Total Award: \$6140.50 for one semester	Scholarship Award of \$130 per credit while online \$9935 for campus tuition \$2346 for housing Total Award: \$12,281 for two semesters	Scholarship Award \$12,281 per year & \$24,562 over two years.

Costs effective 2020-2021

* Note Online learning costs are set lower than on-campus

Confidentiality

Any information shared between the parties which by their nature should be reasonably understood by the receiving party as confidential or proprietary information, shall remain confidential.

Marketing

LIM College and **MDC** will work together to promote this Agreement to the participants which may include on-site events and distribution of marketing materials. The parties may utilize each other's trademarks in connection with promoting the Agreement, provided the other party pre-approves such use; neither party shall gain any right, title or interest in any name or trademark of the other party.

Termination and Modification

This Agreement is effective upon the date of the last signature and shall remain in effect for three years. Thereafter, the parties may agree to renew this Agreement for successive one-years terms upon execution of a mutual written agreement that is signed by the parties. In addition, either party may terminate this Agreement for any reason, or no reason, by providing ten (10) days prior written notice to the other party. This Agreement is subject to change or modification by execution of a mutual written agreement that is signed by the parties. Any provisions of this Agreement which remain to be performed or by their nature would be intended to be applicable following the expiration or termination of this Agreement, including the continued matriculation of students that are at the time presently enrolled in MDC or LIM under the terms of this Agreement, shall survive the expiration/termination of this Agreement.

Independent Contractors

The parties intend that the relationship established between them pursuant to this Agreement shall be that of independent contractors. No agent, employee or servant of **MDC** shall be deemed to be an employee, agent or servant of LIM. No agent, employee or servant of LIM shall be deemed to be an employee, agent or servant of **MDC**. The manner and means of conducting the work hereunder are under the sole control of each party regarding each party's obligations. None of the benefits provided by LIM to its employees including worker's compensation insurance and unemployment insurance is available from LIM to **MDC** employees, agents or servants. None of the benefits provided by **MDC** to its employees including worker's compensation insurance and unemployment insurance is available from **MDC** to LIM's employees, agents or servants. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

Indemnification

Subject to the limitations and provisions of Section 768.28, Florida Statutes, as may be amended, each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party, along with any of its affiliated companies and their respective officers, directors, employees, agents ("Indemnified Party") from and against any loss, cost, claim, liability, or damage relating to or arising out of Indemnifying Party's negligent performance under this Agreement.

No Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

No Third-Party Beneficiaries

This Agreement is made solely for the benefit of the parties hereto, and is not intended to create any third-party beneficiaries.

Limitation of Damages

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 breaching 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.

FERPA

Both parties agree to comply with the applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 20 U.S.C. § 1232g; 34 CFR Part 99) as it pertains to education records for students.

NOTICE

All notices, which may be or are required to be given hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid; by reputable national overnight courier service, postage prepaid; by hand delivery with receipt. Notices shall be sent to:

MDC	LIM
Michaela Tomova, Ed.D. Vice Provost for Academic Affairs Miami Dade College 300 N.E. 2 nd Avenue Miami, FL 33132	Lisa Springer, Ed.D. Provost LIM College 12 East 53 rd Street New York, NY 10022-5268
With a copy to: Javier A. Ley-Soto, Esq. General Counsel Miami Dade College Office of Legal Affairs 300 N.E. 2 nd Avenue, Room 1453 Miami, FL 33132	With a copy to: Shebitz, Berman, & Delforte, P.C. 1350 Avenue of the Americas, 2nd Fl. New York, NY 10019

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any prior understandings.

Authorized Signatures

LIM COLLEGE

**THE DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE, FLORIDA**

Lisa Springer, Ed.D. Date
Provost

Michaela Tomova 09/10/21
Michaela Tomova (Sep 10, 2021 10:23 EDT)

Michaela Tomova, Ed.D. Date
Vice Provost for Academic Affairs

Approved as to form and legal sufficiency:

Leon Saunders 09/10/21
Leon Saunders (Sep 10, 2021 09:48 EDT)

L. Christopher Saunders, Esq. Date
Assistant General Counsel









MDC.LIM Articulation Agreement-FINAL

Final Audit Report

2021-09-10

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