

MEMORANDUM OF UNDERSTANDING

BETWEEN

BARRY UNIVERSITY

AND

CITY OF NORTH MIAMI BEACH

I. Parties

This Memorandum of Understanding is made by and between Barry University, Inc.(hereinafter referred to as "University"), a not for profit, educational institution, located at 11300 NE Second Avenue, Miami Shores, FL 33161 and the City of North Miami Beach (hereinafter referred to as "Company"), located at 17011 NE 19 Avenue, North Miami Beach, FL 33162. Collectively, both University and Company shall be referred to as the "Parties".

II. Purpose

The purpose of this Memorandum of Understanding is to establish a mutually beneficial partnership and collaboration between the Parties to provide advanced education opportunities, clearly outline the tuition discount rate for eligible recipients, and summarize the responsibilities of each party as they relate to the conditions delineated in this agreement.

III. Terms

1. The University will provide a twenty percent (20%) discount off the advertised tuition rate to eligible employees of the Company and small business owners in the City of North Miami Beach who enroll in its graduate programs and adult learner (undergraduate) programs (exclusions apply and are listed in the Addendum). The Company will also have access to post internships and apprenticeships in Barry University's Handshake platform, as well as explore partnerships that contribute to career pathways and/or career pipelines.
- A. In the event of a critical mass of twelve (12) or more Company employees express an interest in a specific program(s), the University will consider offering the program(s) in a hybrid-blended format with weekly classes delivered online (synchronously) along with some in-person classes (TBD based on the course) at the Company site. If such event occurs, the details related to the delivery of the program will be documented in an amendment to this MOU.

- B. The discount rates shall be applied towards tuition only and shall not cover any fees such as, but not limited to, online course fees, late registration fees, late payment fees, portfolio fees, books or other required materials for the programs.
- C. The discounts cannot be combined with any other discount. If a student qualifies for another discount, the greater discount will apply.
- D. The discount will be applied by Barry University, once the Company Human Resources Department provides Barry University with an Employee Verification Letter. For small business owners within the City of North Miami Beach to receive the discount, they must provide documentation confirming their status such as a business license or permit, small business certification, or similar.
- E. The University will collaborate with the Company to design programs aligned with local labor market demand, including certification tracks, internship pipelines, and stackable credentials.
- F. Small business owners may participate in specialized training, workshops, and advisory services delivered jointly by Barry University and the City of North Miami Beach's Economic Development Division.
- G. The University shall work with the Company to implement the portfolio/credit for life experience program for employees and residents to accelerate credential completion.
- H. Programs offered by the University shall conform to the programs described in the current Barry University catalogue that can be found at:
<https://www.barry.edu/en/registrar/catalogs>
- I. Programs excluded from this agreement are listed in the Addendum.

IV. Conditions

The University and Company agree as follows:

- A. To be eligible for the tuition discount set forth in Paragraph III of this MOU, a student must be an employee of the Company or a small business owner in the City of North Miami Beach.
- B. All eligible students shall meet the admissions requirements, academic policies and regulations set forth by the Barry University School's Handbook.
- C. The University reserves the right to immediately rescind any discounted tuition rate offered if it is discovered that the candidate has provided false information to fulfill eligibility requirements. Candidates who provided false information and

have enrolled in Barry University may be subject to disciplinary action and may be held responsible for tuition costs at the standard rate.

- D. This MOU shall be construed, interpreted, enforced and governed by and under the laws of the State of Florida. Exclusive jurisdiction and venue of any actions arising out of or relating to or in any way connected with this Agreement shall be in Miami-Dade County, Florida.

V. University Responsibilities

Barry University shall undertake the following activities:

- A. Assign a Barry University Recruiter/Admission's Representative as a Liaison to support the Company.
- B. A Barry University representative may attend Company benefit fairs to publicize the twenty percent (20%) tuition discount, as well as serve as a guest speaker during "Lunch and Learn" events hosted by the City of North Miami Beach.
- C. Barry University will provide a minimum of two (2) information meetings per academic calendar year to the Company.
- D. Barry University will add the Company to its Educational Partnership Website Directory.
- E. Maintain accreditation with the Southern Association of Colleges and Schools Commission on Colleges.

VI. Company Responsibilities

The City of North Miami Beach shall undertake the following activities:

- A. Assign a resource person from the Company to be a liaison to the University.
- B. Publicize this MOU among small business owners in the City of North Miami Beach and Company employees, as well as provide communications about Barry University Programs.
- C. Identify and refer employees to attend Barry University information sessions, courses, trainings, and programs.
- D. Provide Barry University the opportunity to offer the Company [two] information meetings per academic calendar year.
- F. Provide Barry University the opportunity to showcase program information on the Company intranet.

- G. Provide Barry University with the opportunity to place their logo and hyperlink to their website as an Educational Partner.
- H. Advise Barry University when a recipient of the discounted rate has a change of employment status with the Company, such as job loss or suspension, that would make the employee ineligible for the tuition discount. Any recipient who loses his/her status as a Company employee during his/her studies is subject to the loss of the discounted tuition rate but may continue the program at the full tuition rate.

VII. Term, Termination and Modification

- A. This Memorandum of Understanding shall commence upon the date signed by the last of both duly authorized representatives of the parties. The term of this Agreement shall be for three (3) years).
- B. Any and all amendments must be made in writing and must be agreed to and executed by both parties before becoming effective.
- C. This agreement may be cancelled or terminated without cause, by either party, by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
- D. Terms and Conditions shall survive termination of this Agreement and shall continue to be in effect for enrolled recipients only. Recipients shall retain the designated discounted tuition rate for the duration of their studies as long as they maintain eligibility and adhere to their program requirements.

VIII. Notices

Any notice to either party hereunder must be in writing and signed by the party giving it and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained, and addressed as follows:

To University:

11300 NE Second Avenue
Miami Shores, FL 33161

Attention:
Paris Razor
Director of Articulation and Academic
Agreements
Division of Academic Affairs

Copy to: Office of Legal Affairs
11300 NE Second Avenue
Miami Shores, FL 33161

To Company:

17011 NE 19 Avenue
North Miami Beach, FL 33162

Attention: _____ Name
_____ Title

IX. Effective Date and Signature

This Memorandum of Understanding shall be effective upon the signatures from the duly authorized representatives of the parties. Both parties indicate agreement with this Memorandum of Understanding by their signatures.

Barry University:

City of North Miami Beach:

Dr. Pablo Ortiz, Provost

Andrew Plotkin, Interim City Manager

Date: _____

Date: _____

Addendum

Programs excluded from this agreement:

A. Physician Assistant (PA)

- B. Doctor of Pediatric Medicine (DPM)
- C. Doctor of Pediatric Medicine / Business Administration (Dual Degree)- DPM/MBA
- D. Juris Doctor (JD)
- E. Barry U Online Programs also known as Academic Partnership Programs (online asynchronous versions of the following programs [exclusions do not pertain to other versions of these programs]):
 - Master of Business Administration
 - Master of Public Administration