



## ARTICULATION AGREEMENT

This Articulation Agreement ("Agreement") is made and entered into as of January 17, 2020 by The District Board of Trustees of Broward College, Florida ("College") located at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, and Adelphi University ("Educational Institution") (collectively, the "Parties") located at One South Avenue, Garden City, NY 11530 under the following terms until termination.

This Agreement between the Parties is governed by Chapter 1007, Florida Statutes and the Rules of the State Board of Education. This is a no cost agreement to the College. The foregoing terms and conditions are made an integral part of this Agreement:

**1. COURSES AND PROGRAMS.**

The Educational Institution hereby agrees to accept from the College's graduates the courses and programs as described in the attached Exhibit "A."

**2. INDEPENDENT CONTRACTORS.**

The Parties shall be considered independent contractors and nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Agreement.

**3. SOVERIGN IMMUNITY.**

Neither Party shall be responsible for the acts of the other or for the acts of any student participating in the Program. Each Party shall be responsible for its own acts of negligence. Nothing herein shall be construed or interpreted as (1) denying either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

**4. NO 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-party person or entity under this Agreement.

**5. NON-DISCRIMINATION.**

The Parties to this Agreement shall not discriminate against any employee or participant regarding responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, sexual orientation, or any other basis prohibited by law. Nor shall the Parties deny participation in or benefits arising



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out of this Agreement to any student, employee or participant or otherwise subject anyone to discrimination in any activity hereunder. The Parties shall take all measures necessary to effectuate these assurances.

### 6. AMENDMENTS.

This Agreement may be amended only when reduced to writing and signed by both Parties.

### 7. TERMINATION.

This Agreement may be terminated by either Party upon written notice to the other Party, given at least one full academic year in advance of such termination date. Any termination of this Agreement shall not relieve either Party from completing obligations in progress prior to the effective date of the termination. Students already accepted or enrolled in the Program as of the effective date of termination will be permitted to complete their programs of study.

### 8. RECORDS.

Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents' request served upon It pursuant to Chapter 1 1 9, Florida Statutes.

### 9. 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.

The parties recognize that this Agreement at all times is subject to applicable provisions, as may be from time to time amended, of federal, New York state, and local statutes, rules, and regulations, and policies and/or standards of the United States Department of Education, the New York State Department of Education, and the Middle States Commission on Higher Education. Any provision of law or regulation or judicial or administrative interpretation of same that invalidates, or otherwise is inconsistent with the terms of this Agreement that, in the reasonable judgment of either Party, would cause one or both parties to be in violation of law or regulation shall be deemed to have suspended the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law and regulations.

### 10. ASSIGNMENT.

Neither Party to this Agreement shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the other Party. Any attempted assignment in whole or in part to this Agreement in violation of this provision shall be null and void.





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**11. ENTIRE AGREEMENT/ANNUAL REVIEW.**

This Agreement states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing. This Agreement will be subject to review by the designated administrators at both institutions on an annual basis to determine if any modifications to the requirements are necessary. Any additions, deletions, or modifications to this Agreement shall not be binding on either party unless accepted and approved in writing by both parties.

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.

**12. BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**13. NOTICE.**

When either of the Parties desire to give notice to the other, such notice must be in writing, sent by certified U.S. Mail or by nationally recognized overnight courier. The Parties are responsible for notifying the other Party if there is a change of address or person(s) to be noticed, The Parties designate the following as the respective persons for receipt of notice:

College	Adelphi Univeristy	City:
Contact:	Controllor & Associate Vice President	State/Zip:
Address:	One South Avenue, Levermore 201	Phone:
	Garden City, NY 11530	Email:

Educational Institution  
 Contact: Kristen Capezza  
 Address: One South Avenue  
 PO Box 701  
 City: Garden City  
 State/Zip: NY, 1153  
 Phone: 516.877.3021  
 Email: [kcapezza@adelphi.edu](mailto:kcapezza@adelphi.edu)





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or to such addresses as may be hereafter designated by notice. All notices shall be deemed delivered on the day delivered personally, the next business day when sent by nationally recognized overnight courier, three (3) business days after mailing certified mail with return receipt, or upon refusal to accept such notice or 4 days after mailing through normal U.S. first class mail.

**14. NO CONSTRUCTION AGAINST DRAFTER.**

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement

**15. ADDITIONAL TERMS AND CONDITIONS.**

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions.

\_\_\_\_\_  
College Educational Institution

In executing this Agreement, each of the Parties represents and warrants that they are authorized by their respective principals to enter into this Agreement and to give it binding legal effect. The Parties to this Agreement accept these terms through their respective representatives on the date noted above,

COLLEGE

DocuSigned by:  
*Marielena DeSanctis*  
4FB037B0FBF1490...

Signature

Marielena DeSanctis

Name

Provost & Sr. VP

Title

EDUCATIONAL INSTITUTION

*Robert De Carlo* 2020-05-07  
T16:05:18-04:00

Signature

Robert DeCarlo

Name

Controller & Associate Vice

President

Title





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### Exhibit "A"

To create a clear and easy pathway for all students of Broward College (BC) to transfer to and complete their baccalaureate degrees at Adelphi University (AU), this exhibit supplements the articulation agreement between Broward and Adelphi University dated January 17, 2020.

#### ARTICLE 1: STUDENTS

1. Upon satisfaction of all standard requirements for admission to an AU undergraduate program, AU will accept BC students at junior status if they have completed at least 60 semester credits of coursework eligible for transfer to AU in the program they are applying for. Transferring students must have a minimum cumulative grade point average that meets AU transfer requirements for the applicable AU degree program which are currently available at: [adelphi.edu/transfer](http://adelphi.edu/transfer). Students shall apply for admission to AU in accordance with rules, policies and procedures of AU in effect at the time of application and admission to any specific program or major is at the sole discretion of AU.
2. BC students who have completed an Associate of Arts degree (A.A.) or Associate of Science degree (A.S.) will satisfy all the AU Core requirements. These students will be considered "AU Core Complete".
3. Official transcripts must be sent directly from the Broward College Registrar's Office to AU's Office of Undergraduate Admissions. Transcripts can be sent electronically or prepared on official BC transcript paper and must be considered official by Broward College.
4. Students who complete the course equivalents of AU's ENG 101 (English composition) with a grade of C or higher will be deemed to have satisfied the English language proficiency requirements for admission to AU. These students will not be required to submit additional documentation of English language proficiency (e.g. TOEFL or IELTS scores) at the time of application.
5. To fulfill the residence requirement for undergraduate degrees, regardless of the length of time the student has attended AU, the last 30 semester credits presented for the degree must be taken at AU.
6. Following successful completion of the program and meeting all of AU's published degree and graduation requirements, AU will award the student a baccalaureate degree in the program selected.
7. Student participation in this articulation protocol will be implemented in compliance with applicable federal, state, and local nondiscrimination laws and regulations. Admission to the Program shall be without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. AU 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, or whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking.





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8. All students admitted to AU agree to abide by the regulations, rules, and statutes of AU and its governmental entities, including but not limited to, the codes of conduct and academic and financial policies.
9. Students transferring to AU from BC will receive all services normally provided to AU students and will have the same rights and responsibilities afforded to all of AU's students. This includes the ability to apply for all relevant scholarships.
10. Students transferring to AU from BC will be responsible for normal AU tuition and fees and for transportation costs to and from AU. Students are responsible for all costs incurred at AU, those involving books, stationery, study materials and course-specific fees (e.g., costs of fieldwork or laboratory deposits). In addition, students will pay for their own accommodation (room and board) and living costs. Students are responsible for the costs of health and other insurance in line with current regulations at AU, which may be changed from time to time by AU. Students must comply with all health regulations in force in AU at the time of matriculation.
11. Adelphi University will accept up to 64 earned semester hours of transfer credit from BC provided that they meet AU's transfer requirements. The minimum grade required to transfer credit is dependent on the AU program as set forth at [adelphi.edu/transfer](http://adelphi.edu/transfer) . Adelphi University will determine course equivalency for each course presented for transfer. Current BC transfer equivalencies can be found at <https://admissions.adelphi.edu/transfer/how-to-apply/evaluating-transfer-credits/>
12. AU and BC 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. AU and BC agree to provide counseling and advisement to students and prospective students about this partnership and the inherent benefits.
13. BC's promotion of AU and distribution of AU materials will be generally consistent with its treatment of other colleges and universities with which BC has entered into an articulation agreement. All references to AU will be subject to review and approval by AU.
14. Each party will designate an individual to serve as a liaison to administer this Agreement. The administrator designated from AU will implement this agreement at AU and communicate changes to those parties at AU to whom the information is pertinent. The administrator designated by BC will fulfill the same role for BC.
15. 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, in the offering and administration of the Program, will require the exchange of certain student information from their educational records by and between AU and BC. Before such records are released and/or shared, the Parties shall obtain permission for such release and sharing from each student as is required by FERPA.