



ARTICULATION AGREEMENT

This Articulation Agreement between The District Board of Trustees of Broward College, Florida, (BC) located at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301 and the University of Miami (UM) located at 1320 South Dixie Hwy. Suite 1230, Coral Gables Florida, 33146, (collectively, the “Parties”) was executed by the duly authorized representatives of the Parties on this _____ day of October, 2020 (the “Effective Date”).

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:

EFFECTIVE PERIOD: The term of this Articulation Agreement (the “Agreement”) shall commence on the Effective Date, and shall continue for a period of ten (10) years ending May 31, 2028, unless earlier terminated pursuant to this Agreement. In order for the term of this Agreement to coincide with the academic year for the UM on behalf of its College of Arts and Sciences, the first year will extend from the Effective Date through May 31, 2021. Subsequent years shall be defined as June 1 through May 31. Beginning in Fall 2020, the Parties agree to revisit the Agreement once a year for the first two years, and every other year through 2028.

ARTICLE 1: OBJECTIVE

A. To create a clear and easy pathway for honors program students of BC to transfer to and complete their baccalaureate degrees at the UM. This Agreement serves to provide guidelines and advice to assist in the transferability of coursework from BC to majors within the College of Arts and Sciences at UM. In addition, this Agreement provides a pathway for UM to guarantee acceptance and merit-based financial support to highly qualified transfer students from BC, pursuant to the stipulations outlined in ARTICLE 5.

B. UM enters into this Agreement with the following objectives:

1. Recruit, enroll, retain, and graduate qualified students to the College of Arts and Sciences.
2. Provide course transferability (i.e., transfer of an appropriate number of credits) and equivalencies for comparable coursework between BC and the College of Arts and Sciences.
3. Provide guidelines and advice for the smooth and successful transition of transfer students from BC to the College of Arts and Sciences in the form of specific course requirements for majors at UM.

ARTICLE 2: STUDENTS

A. BC students who transfer with an Associate in Arts degree and are admitted to UM with at least 60 transferable college/postsecondary credits shall enter with junior standing equal to that of a native student without having to duplicate coursework successfully completed at BC. UM agrees to accept coursework in the BC catalog provided there is a UM equivalency and that BC courses are completed with a grade of C or better. A student may not repeat a course in which a grade of C or higher has been earned. This is considered an illegal repeat.

Official transcripts must be sent directly from the BC Registrar’s Office to the UM Office of Undergraduate Admissions. Transcripts can be sent electronically or prepared on official BC transcript paper and must be considered _____ official _____ by _____ BC.

B. Students who complete two years of full-time coursework at an institution of higher education which uses English as its language of instruction, and complete the course equivalents of UM's ENG 105 & ENG 106 (English composition) with a grade of C or higher will be deemed to have satisfied the English language proficiency requirements for admission to UM. 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.

C. Admission to UM shall be without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. UM 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.

D. Residency and Credit Hours are as follows:

1. A student transferring must complete a minimum of 56 credit hours in residence at the UM to earn an undergraduate degree.
2. The final 56 credit hours must be taken in residence at UM.
3. A student must maintain full-time status while in residence at UM.
4. In addition, each student must complete at least half the credit hours specified for his or her major in residence at UM.
5. No more than 30 credit hours of correspondence work and/or extension work will be accepted toward a degree, and neither correspondence nor extension work may be credited as a part of the last 56 credit hours of the student's program.
6. Credit hours earned in a manner other than by course registration, i.e., proficiency examination, CLEP, or placement tests, may not be used to meet the final 56 credit-hour residency requirement; however, such credit by examination may be earned while the student is enrolled in the courses needed to meet the final 56 credit-hour residency requirement.

ARTICLE 3: CREDITS

A. Coursework completed with pass/no pass/credit-only grades will not be accepted.

B. Previously earned credits awarded by BC from AP, IB, AICE, or CLEP exams must be reviewed by UM for credit consideration. Acceptance of these credits is at the sole discretion of the UM Office of Undergraduate Admission or the UM Department/Program undertaking responsibility for the review.

C. Previously earned credits awarded by BC from dual enrollment/concurrent enrollment must be reviewed by UM for credit consideration. Acceptance of these credits is at the sole discretion of the UM Office of Undergraduate Admission or the UM Department/Program undertaking responsibility for the review.

D. Coursework not included in the BC catalog will be reviewed by the UM Office of Undergraduate Admission. Academic courses in which students earn a grade of C or better will likely transfer to UM, with the exception of remedial and vocational coursework taken at BC. Courses academic in nature that are not included in the BC catalog will need to be reviewed by the appropriate UM department in order to determine the UM equivalent.

E. CLEP credits awarded by BC will only transfer to UM if they meet the following guidelines: (<https://admissions.miami.edu/undergraduate/application-process/credit-information/clep-equivalencies/index.html>).

- a. Approval based on an annual review of policies and exams.
 - b. Any change in CLEP policies shall become effective at the beginning of the academic year. Policies in effect on the date a University of Miami student takes the exam will apply.
 - c. Transfer student CLEP scores will be evaluated using policies in effect on the date of the evaluation by University of Miami staff.
 - d. The University of Miami does not grant credit for CLEP General Examinations.
 - e. CLEP credit may not duplicate courses previously attempted at the college level, unless approved by the college or school which the student is enrolled in cooperation with the department awarding the credit.
 - f. CLEP credit may not be used to fulfill the University's residency requirement; however, such credit may be earned while the student is enrolled in the courses needed to meet the final 45 credit-hour requirement.
 - g. A maximum of 60 credits may be applied toward a University of Miami degree from external examination programs such as CLEP or Advanced Placement (AP).
 - h. CLEP scores submitted for evaluation by the University of Miami must meet the minimum scaled score shown on the credit equivalency table. Each college or school will determine which of the examinations may be used to meet its distribution requirements. Therefore, students are encouraged to discuss CLEP with an academic advisor to determine the possible impact of these examinations on their particular course of study.
- F. Courses taken for repeat credit will not be accepted for additional unit credit unless otherwise indicated on this Agreement or given permission by the College of Arts and Sciences.
- G. A student may elect to repeat up to two courses taken at UM in which the student earned a grade of D-, D, D+, or F. Each repeated course taken at UM must be the same course as the course initially taken, and must be completed within two regular semesters enrolled following the initial course.
- H. Transfer credit for a course is determined by the Agreement in effect at the time a course began.

ARTICLE 4: STRUCTURE OF THE UM COGNATE SYSTEM IN CONTEXT OF TRANSFER STUDENTS

- A. UM's Cognates Program comprises the Areas of Knowledge component of UM's framework for general education. Successful completion of the Cognates Program (or comparable general education requirement program in the future) as defined by UM will include one "cognate" in each of the following Areas of Knowledge by the time of graduation from UM:
1. STEM
 2. People & Society
 3. Arts & Humanities
- B. One cognate will be satisfied by the accumulation of UM courses by graduation in a student's intended major. Transfer students will work with their UM advisors to create an individualized Cognate with previously completed BC coursework, satisfying the second cognate requirement. Students will then need to satisfy one additional cognate (the third, comprised of three courses) to fulfill their cognate requirement, which will complete the general education requirements for their UM undergraduate degree.

ARTICLE 5: GUARANTEED ACCEPTANCE AND MERIT-BASED FINANCIAL AID*

- A. UM agrees to accept and guarantees merit scholarships for students active in BC's Honors College. In addition to merit scholarships, UM agrees to meet full demonstrated financial need for domestic students. Need-based aid for international students will be upon application, review, and decision, provided on a case-by-case basis, solely at the discretion of the UM Office of Financial Aid.

- B. UM agrees to waive the application fee for students active in BC's Honors College.
- C. UM also admits qualified candidates who meet the following criteria:
1. Maintain a cumulative grade point average of a 3.5 or higher.
 2. Earn a grade of C or higher in individual courses.
- D. Students, both domestic and international, will be reviewed for merit scholarships during their transfer application review, and scholarships will be awarded based on the competitiveness of that year's entire UM applicant pool, including transfers from BC. Need-based aid for domestic and international students will be provided on a case-by-case basis. All aid is provided solely at the discretion of the UM Office of Financial Aid.
- E. Entrance for both fall and spring terms are available. There will be an annual limit of 300 new BC students enrolled through this Agreement in the fall semester, and an annual limit of 150 new BC students in the spring semester.
- F. Students must be in good standing, both academically and in terms of conduct and character; any prior instances in which a student was not in good standing for character or academics will be considered in the admission decision and must be disclosed. Failure to disclose completely and honestly may be grounds for revocation of admission or removal from the university should admission and enrollment already been granted.
- G. In addition, students must be within two semesters of graduating from BC with an AA, and enrollment at UM will be contingent upon the completion of the AA degree.
- H. Above mentioned students are required to complete UM's orientation program, which takes place at the beginning of each semester.

*To be eligible for the above, students must submit an application for review and consideration by the UM Admission Committee by the appropriate deadline for the intended start semester and must send in the required supplemental materials by the deadline, as well. Please refer to the website for deadlines by semester.

**Please see Articles II and III for more information regarding transferrable credits.

ARTICLE 6: CONDITIONS AND TERMS OF AGREEMENT

- A. Faculty and administrators at both institutions will continue to develop programs and processes to facilitate the smooth transition of students from BC to UM and to better engage current and future transfer students.
- B. Students must adhere to all academic policies in the UM bulletin under the academic year in which they began as an enrolled student at UM.
- C. The following UM programs are contingent upon further review before a student can be accepted and are not included in this Agreement:
1. Neuroscience
 2. Theatre Arts (both BA and BFA programs)
- D. UM is neither liable for nor bound by any erroneous re-creation, communication and/or publication of articulation and transfer information produced by other institutions, or orally or in writing by anyone. We reserve the right to correct any errors that may have been made.

E. UM and BC will pledge to honor the Agreement with students based on the agreement in force at the time of admission.

F. 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.

G. 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.

H. 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.

I. 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 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.

J. 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 119, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

K. If this Agreement is terminated by either party, such termination will not affect the status of students already admitted to UM.

L. Either party may send written notice of terminating the Agreement a minimum of thirty (30) days prior to the effective date of the termination.

M. 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, or by hand delivery with receipt. Notices shall be in writing and sent to the following:

BC
College Provost and Senior Vice
President, Academic Affairs and
Student Services
111 East Las Olas Boulevard
Fort Lauderdale, FL 33301

UM
John Haller
VP, Enrollment Management
1306 Stanford Drive
Coral Gables, FL 33146

With a copy to:
Office of General Counsel
111 East Las Olas Boulevard
Fort Lauderdale, Fl. 33301

With a copy to:
Office of General Counsel
1320 South Dixie Highway, Suite 1250
Coral Gables, Fl. 33146

N. 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.

O. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal claims arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts of the State of Florida.

P. Any modification to this Agreement must be made in writing and signed by the duly authorized representative of both Parties.


Q. 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.

R. 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 Articulation Agreement between The District Board of Trustees of Broward College, Florida, and the University of Miami was executed by the duly authorized representatives of the Parties on this ____ day of October, 2020 (the "Effective Date").

Authorized Signatures

UNIVERSITY OF MIAMI



Signature

Jeffrey L. Duerk, Ph.D.
Provost and Executive Vice President for
Academic Affairs
1252 Memorial Drive. Ashe Building, Suite 240
Coral Gables, FL 33124

BROWARD COLLEGE



Signature

Dr. Marielena DeSanctis, Provost and
Senior VP of Academic Affairs and
Student Services
111 E Las Olas Blvd
Fort Lauderdale, FL 33301