

ARTICULATION AGREEMENT

This Articulation Agreement ("Agreement") is made and entered into between University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate ("UWF" or "Educational Institution") and Broward College, acting for and on behalf of the Broward College Board of Trustees ("BC") and Broward College International Centers (BC International Centers) (collectively "College") (all parties will be referred to collectively as the "Parties"). The Parties hereby agree to implement this Agreement for the purposes of establishing an academic transfer program for International Students of BC who have received an Associate of Arts Degree ("A.A.") to continue their education at UWF towards a bachelor's degree.

This Agreement between the Parties is governed by Chapter 1007, Florida Statutes and the applicable 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. **TERM.** The term of this Agreement will begin on the date last signed below ("Execution Date") and will terminate five years from the date of the signed agreement. The Agreement will renew automatically for one-year terms.
2. **TERMINATION.** This Agreement may be terminated by either Party upon written notice to the other Party, when termination is desired, whenever possible, at least one full academic year in advance of such termination date should be provided. However, the Agreement may be terminated by either party with 60 days written notice.
3. **COURSES AND PROGRAMS.** The Educational Institution hereby agrees to accept students from the College who have obtained an A.A. degree. as described in this Agreement.
4. **PROGRAMS:**
 - I. **BC International Students:** This program is designed to award scholarship opportunities to BC International students who receive an AA and facilitate direct admission to UWF in pursuit of a bachelor's degree. For purposes of this agreement, BC students are classified as international ("International") if they are not U.S. citizens and if they require an F-1 visa to remain in the United States upon their enrollment at UWF. BC students who are permanent residents of the United States are not classified as International students. For applicable BC AA graduates, the Parties agree to cooperate.
 - a. UWF agrees to:
 - i. Accept a minimum of 60 undergraduate transferrable credits for those international students that have earned an AA from BC.
 - ii. Consider International students from all BC and BC International Centers who have earned a cumulative grade point average of 2.75 or higher in their BC degree to be eligible for a waiver of tuition equal to 50% of the total tuition and fees per credit hour for out-of-state student for a total of four semesters (each an "award"), applicable to fall and spring semesters only. There is an annual maximum of five students to be awarded per academic year. For example, if three new students are awarded in year one (2019/2020 academic year) and subsequently renewed in year two (2020/2021 academic year) then, two new students will be awarded in year two (2020/2021 academic year) and subsequently renewed in year two (2021/2022 academic year), for a total of five students awarded by fall 2020.
 - iii. In addition to the scholarships outlined in section I. a. ii herein, and in accordance with Board of Governors' Regulation 7.007, consider BC International students with Latin American or Caribbean citizenship that have earned a cumulative grade point average of 2.75 or higher on their BC degree to be eligible for a waiver plus an additional \$500 scholarship each semester for a total of four semesters, fall and spring semesters only. There is an annual maximum of



fifteen students to be awarded per academic year for both continuing and new students. For example, if eight new students are awarded in year one (2019/2020 academic year) and subsequently renewed in year two (2020/2021 academic year), then seven will be awarded in year two (2020/2021 academic year) and subsequently renewed in year two (2021/2022 academic year), for a total of fifteen students awarded by fall 2020.

- iv. Waive the TOEFL (Test of English as a Foreign Language) score. However, students must be proficient in English for academic study without the need for supplemental English language instruction.
- v. International students must meet eligibility criteria for obtaining the Form I-20 (certificate eligibility for Non-Immigrant F-1 Student Visa), including proof of sufficient funds to cover insurance, living expenses, and educational expenses.

b. As part of the Agreement, BC and UWF agree to:

- i. Publicize this Agreement among students and faculty.
- ii. Identify BC as the provider of the A.A. and UWF as the provider of the bachelor's degree in all joint or individual promotions of this Agreement.
- iii. Arrange meetings between the institutions to promote a clear understanding of the Agreement and to clarify emergent issues.
- iv. Notify each other regarding any contemplated changes that would affect the future of this Agreement.

c. BC and UWF agree to the following conditions:

- i. A Student transferring under the terms of this Program shall be governed by the graduation requirements set forth in the UWF catalog in effect at the time of the Student's initial enrollment at UWF, and receives an A.A. from BC and transfers directly to the UWF after receiving the degree. Continuous enrollment is as defined by the Broward College catalog in effect at the time of the student's initial enrollment.
- ii. Admission to a designated limited access program at UWF is not guaranteed under this Program.
- iii. Prospective student applicants should first consult with BC International Center staff for application processing and forms. Applications will be available online via the UWF admissions website. Students must complete the full application to UWF, pay the application fee, and provide the required official documents.
- iv. Students must have a minimum transfer GPA of 2.75 and be enrolled fulltime to qualify for this award Program component of this Agreement. For continued renewal of the award, the Student must maintain fulltime enrollment status and an annual 2.75 cumulative UWF GPA.
- v. Nothing herein shall prevent UWF from denying admission or continued enrollment based on an applicant's past misconduct, either on or off campus, or when past actions have been found to disrupt or interfere with the orderly conduct, processes, functions, or programs at any other postsecondary institution.
- vi. Each party shall ensure that all personal data is properly collected, stored, processed, secured, archived, or destroyed in compliance with Federal, State, and applicable international privacy laws, such as the EU General Data Protection Regulation 2016/679 (GDPR).

II. **BC2UWF:** A program intended to increase the awarding of associate's and bachelor's degrees in the State of Florida, entitled "BC 2UWF." Students enrolled at BC will be offered admission to UWF early in their academic career, in order to receive personalized and attentive transition services that will aid them in the transfer.

- a. UWF and BC agree on the following goals which form the basis of the BC2UWF program ("Program"):
 - i. Increase the awareness of the various UWF bachelor's degree programs available to BC students seeking an AA degree.

- ii. Increase the number of associate's degrees awarded by BC (through the reverse transfer process), and in turn, the number of bachelor's degrees awarded by UWF.

b. UWF and BC agree on the following objectives of the Program:

- i. Inspire BC students to pursuing an associate's degree and to continue their pathway to a bachelor's via UWF.
- ii. Provide tailored, intensive advising to state college students that will put them on a path toward a bachelor's degree from UWF.
- iii. UWF and BC agree that the purpose of the Program is to facilitate the direct admission of Students, who have completed their studies at the associate degree level at BC, to UWF.

5. PROGRAM DELIVERY:

- a. UWF will appoint a Program Coordinator ("Program Coordinator") to manage the functions of the Program to include ongoing student contact, support, and pre-major advising.
- b. The UWF Program Coordinator will coordinate all strategies and functions necessary to the operation of the program with the BC Articulation Coordinator

6. STUDENT ELIGIBILITY/CONTINUED ELIGIBILITY. BC students shall be eligible for program participation if they meet all of the following criteria:

- a. Any student enrolled in an A.A. Degree program for the given semester will be extended an invitation to join the Program.
- b. Students may not have completed a bachelor's degree or may not be a former UWF student on academic probation.
- c. In order to maintain eligibility, student's must:
 - i. Continue enrollment in at least six credits at BC each semester (excluding summers), until they earn their associate's degree and transition to UWF, and
 - ii. Maintain satisfactory academic progress as per BC criteria.

7. INVITATION TO ENROLL IN PROGRAM:

- a. BC or UWF will work together to send an invitation to eligible students inviting students to enroll in the Program. This outreach will include an enrollment form and a consent form compliant with the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"). The parties agree to work together on other multiple methods of contacting eligible students so long as such contact is permitted under student privacy laws.
- b. Once the enrollment forms are received and it has been verified the BC student is enrolled in an AA degree plan, the Program Coordinator will officially add the student to the Program.

8. ADMISSION TO PROGRAM:

- a. Students who are invited to join the Program may choose to enroll at any time.
- b. The UWF Program Coordinator will generate a welcome letter to all students that meet eligibility criteria and have completed the enrollment and consent form described herein. The welcome letter shall include the students' UWF ID assigned to the student for electronic communication with UWF.
- c. Students enrolled in the Program will receive the following benefits from UWF while pursuing their AA Degree at BC:
 - i. Access to a 2UWF Transfer Coach that will provide tailored advising for UWF program general studies requirements and BC course selection;
 - ii. Access to UWF Degree audit and tracking;
 - iii. Waiver of UWF application submission and application fee.



9. ADMISSION TO UWF:

- a. Once a student is enrolled in the Program, is within 2 semesters of completing their AA, and indicates they wish to enroll at UWF, the Program Coordinator will obtain all necessary transcripts from BC, enter the student into the UWF student information system, and the UWF application fee will be waived.
- b. BC students who obtain an AA Degree, but do not enroll in the BC Transfer2UWF program, may also be granted admission to UWF under this agreement. However, BC students not officially enrolled in the BC Transfer2UWF program will be required to complete the UWF Transfer Application, submit all official transcripts and pay the UWF application fee.

10. DATA SHARING AND USE:

- a. The Program Coordinator will provide BC with a list of students enrolled in the program each semester, along with program of interest at UWF.
- b. BC will verify students' continued eligibility which requires enrollment in a minimum of six college credits each semester.
- c. The Program Coordinator and BC will work collaboratively to follow up with students who do not meet eligibility to remain in the Program.
- d. Program Coordinator will provide BC with any Program assessment and evaluation data that are collected.
- e. Data collected in relationship to the Program may be shared between BC and UWF. By enrolling in the Program, students shall confirm their consent for BC and UWF to share relevant information to include, but not limited to: transcripts from BC and other institutions the student has attended, GPA, grades, program of study, contact information, potential transfer dates, degrees awarded, and other such data as may be necessary to assist the student as needed.
- f. Both parties agree that they will only use and maintain student records received from the other party in furtherance of the Program and in accordance with the requirements of FERPA and Sections 1002.22 and 1006.52, of the Florida Statutes.

11. MARKETING/RECRUITMENT:

- a. UWF shall develop marketing materials, print ads, radio ads, and other media materials ("Outreach Materials") to be used in outreach promoting the Program and its' benefits.
- b. UWF agrees to share Outreach Materials with BC in advance, when feasible. Outreach Materials will not be degree specific.
- c. The Program Coordinator shall coordinate and participate in appropriately identified functions held on BC campuses that lend to increasing awareness of the Program, when feasible.
- d. The Program Coordinator will work collaboratively with BC to conduct information meetings which allow students and community members to learn more about the Program.

12. FINANCIAL AID. BC shall advise Program students to apply for financial aid through BC until the transition plan indicates transfer to UWF.

13. CONTACT INFORMATION. The parties hereby designate the following as their official contacts in connection with this Agreement:

FOR UWF:

Kim LeDuff, VP for Academic Engagement and Student Affairs
11000 University Pkwy
Pensacola, FL 32514
Ph. 850.474.3177
kleduff@uwf.edu



FOR BC:

Dr. Marielena DeSanctis, College Provost/Senior VP for Academic Affairs and Student Services
111 E. Las Olas Boulevard
Fort Lauderdale, FL 33301
Ph. 954-201-7067
mdesanct@broward.edu

- 14. 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.
- 15. SOVEREIGN IMMUNITY.** 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.
- 16. 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.
- 17. 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, gender identity 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.
- 18. AMENDMENTS.** This Agreement may be amended only when reduced to writing and signed by both Parties.
- 19. 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 119, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
- 20. 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
- 21. GOVERNING LAW.** 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.
- 22. FORCE MAJEURE.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall a lack of funds on the part of either party be deemed Force Majeure.



- 23. NO THIRD PARTY BENEFICIARIES.** The Parties express and 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.
- 24. 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.
- 25. SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- 26. ENTIRE AGREEMENT.** This Agreement and all attached exhibits states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing.
- 27. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 28. 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. 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 Contact:

Yolanda Brown, J.D.
111 E. Las Olas Blvd #418
Fort Lauderdale, FL 33301
(954) 201-8458
ybrown1@broward.edu

Educational Institution:

Katie Condon
11000 University Pkwy, Bldg. 18
Pensacola, FL 32514
850-474-2230
kcondon@uwf.edu

- 29. 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.

SIGNATURE PAGE TO FOLLOW



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
4FDD2789CF9E1400

Signature
Marielena DeSanctis

Dr. Marielena DeSanctis
Provost & Sr. VP

Provost and Senior Vice President

EDUCATIONAL INSTITUTION

DocuSigned by:
Martha Saunders
D54A387C376848D...

Signature
Martha Saunders

Dr. Martha Saunders
President

President 04/22/2020

APPROVED AS TO FORM & LEGALITY

DocuSigned by:
Carolyn Eaton
WCF3366246

UWF Office of General Counsel

Acknowledged by:
Kim LeDuff

Kim LeDuff
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VP Academic Engagement/Student Affairs

