



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Barbara Bryan exercised the authority delegated by the Board to execute an Articulation Agreement with University of West Florida for Broward College Bachelor of Science in Education graduates to be admitted into UWF Curriculum & Instruction, M.Ed.; Exceptional Student Education/Special Education, M.A.; or Reading Education, M.Ed programs. Fiscal Impact: None.**

**Presenter(s):** Jeffrey Nasse, Provost and SVP of Academic Affairs

**What is the purpose of this contract and why is it needed?**

To formally establish an articulation mechanism for students who complete a B.S in Education at Broward College, to be admitted into the UWF Curriculum and Instruction Masters of Education, Exceptional Student Education/Special Education, M.A, or Reading Education, M.Ed programs.

**What procurement process or bid waiver was used and why?**

None

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**

No Cost

**What fund, cost center and line item(s) were used?**

Zero Cost to the College

**Has Broward College used this vendor before for these products or services?**

Broward College does not have an existing agreement with this college.

**Was the product or service acceptable in the past?**

We have never entered into an agreement with this college.

**Was there a return on investment anticipated when entering this contract?**

The return on investment will be dependent on the number of students' transferring, but it is expected that there will be significant interest in these masters programs.

**Was that return on investment not met, met, or exceeded and how?**

The investment will be met when students begin to transfer.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?**

Guarantee Access to Higher Education. Bachelors to masters articulation agreements are critical for our graduates as only the AA degree guarantees a seamless path to transfer.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office? The General**

Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

Description:

**Jeffrey Nasse**

Jeffrey Nasse, Provost and SVP of Academic Affairs

1/2/2024




















APPROVAL PATH: 11675: UWF Advanced Education Agreement

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Quakish Liner	Dean Review		 Completed	
2	Stephanie Etter	Vice Provost Review		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Legal Services Review Group	Review and Approval for Form and		 Completed	
6	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
7	Pending Counter-Signature(s)	Review		 Completed	
8	<b>Board Clerk</b>	Agenda Preparation		 Completed	
9	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	

## **Advanced Bachelors to Masters Agreement**

**Between**

**the University of West Florida**

**and**

**Broward College**

This advanced bachelors to masters (ABM) agreement (“agreement”) is entered into as of the date last signed below (“effective date”) and is between The District Board of Trustees of Broward College, Florida, a body corporate and political subdivision of the State of Florida (“BC”) and the University of West Florida Board of Trustees, a public body corporate of the state of Florida (“UWF”). The purpose of this agreement, governed by Chapter 1007, Florida Statutes, is to establish an agreement to facilitate direct admission to UWF for students in Bachelor of Science education programs at BC and for the students to continue their education at UWF to pursue a five-semester Master’s degree in either Curriculum and Instruction (C&I), Exceptional Student Education/Special Education (ESE), or Reading Education (Reading).

### **1. Admission**

Under this agreement, BC students who satisfactorily meet eligibility requirements specified in section 3 of this agreement may be admitted to one of the following UWF graduate programs: Curriculum & Instruction, M.Ed.; Exceptional Student Education/Special Education, M.A.; or Reading Education, M.Ed. upon application.

### **2. ABM Eligibility**

ABM programs allow high performing undergraduate students the opportunity to take up to 6 semester credit hours (SCH) of graduate level coursework as an undergraduate. BC students shall be eligible for the ABM agreement with UWF if they meet all of the following criteria:

- A. Students must have completed a minimum of 90 SCH in their undergraduate BC programs.
- B. BC students must have a minimum cumulative undergraduate grade point average (GPA) of 3.25 out of 4.0 and a minimum GPA of 3.5 in their major at BC.
- C. ABM students must utilize the Florida Transient Student Application administered by Florida Shines to complete undergraduate transient courses at UWF as part of this agreement.
- D. ABM students must earn at least a 3.0 GPA, or two B’s, in the graduate courses to maintain eligibility.
- E. ABM students must meet with a UWF academic advisor to select the correct courses for their desired graduate program. Some courses may not be available to ABM students based on academic advisor and department input.

### **3. Graduate Admission Eligibility**

BC students shall be eligible for admission to the UWF C&I, ESE, or Reading program under this agreement if they meet all of the following criteria:

- A. Hold a BC Bachelor of Science (B.S.) in
  - a. Exceptional Student Education;
  - b. Mathematics Education-Middle Grades (5-9);
  - c. Mathematics Education-Secondary Mathematics (6-12); or
  - d. Secondary Biology.



- B. No more than 18 months may elapse between undergraduate degree completion and enrolling in the graduate program.
- C. Have or are seeking a professional teaching certification.
- D. Have earned a cumulative GPA of 3.0 at the time of completion of the B.S. program at BC;
- E. Have completed 6 SCH of advisor approved graduate level courses (EDF, EDG, EEX, LAE, RED, TSL course prefix) at UWF with a grade of B or better;
- F. Have submitted a complete graduate program application to UWF except for the requirements waived in section 4 of this agreement.

#### **4. UWF Commits Itself to**

- A. Offering admission to the either UWF C&I, ESE, or Reading program to BC students meeting the requirements specified in section 3 of this agreement;
- B. Waiving the Master's program application fee;
- C. Applying 6 SCH of graduate level courses (EDF, EDG, EEX, LAE, RED, TSL course prefix) successfully completed (grade of B or better) by BC B.S. students at UWF towards the Master's program (see section 5 below);
- D. Offering eligible graduate level education courses (EDF, EDG, EEX, LAE, RED, TSL course prefix) through online/distance learning modalities that may be accessed by BC students; and
- E. Providing instructions/directions for BC students, upon the student's request, on how to register at UWF and access the necessary graduate level courses.

#### **5. BC Commits Itself to**

- A. BC will notify the UWF Graduate School and the School of Education of students seeking this opportunity, gradadmissions@uwf.edu and soe@uwf.edu.
- B. Allowing BC B.S. students in an Education track to apply 6 SCH of graduate level courses (EDF, EDG, EEX, LAE, RED, TSL course prefix) successfully completed at UWF to their B.S. program at BC.

#### **6. In Furtherance of the Agreement, UWF and BC Agree To**

- A. Publicize the agreement among students and faculty of each institution;
- B. Identify BC as the provider of the B.S. and UWF as the provider of the M.Ed. or M.A. in all joint or individual promotions of the agreement;
- C. Collaborate to promote a clear understanding of this agreement and to clarify emergent issues; and
- D. Notify each other regarding any contemplative changes that could affect the future of the agreement.

#### **7. BC and UWF Agree to the Following Conditions**

- A. Prospective applicants should consult with the BC Education program advisor for information about this agreement. Applications for the M.Ed. or M.A. will be available online via the UWF graduate school website. BC students must complete the full graduate program application to UWF and provide the required official documentation except for requirements waived as per section 3 of this agreement.
- B. Students who have already graduated from BC with a B.S. in an education track are granted the same conditions under this agreement as current BC students except that they cannot apply courses taken at UWF to a BC degree.
- C. Nothing herein shall prevent UWF from denying admission or continued enrollment based on an applicant's misconduct, either on or off campus, or when actions have been found to disrupt or



interfere with the orderly conduct, processes, functions or programs at any other postsecondary institution.

- D. The parties hereby designate the following as their official contacts in connection with this agreement:

For UWF:           Dr. Karen Evans, Interim Director  
School of Education  
University of West Florida  
11000 University Pkwy  
Pensacola, FL 32514  
(850) 474-2810  
kevans2@uwf.edu

For BC:             Dr. Elizabeth Molina, Dean  
Academic Affairs  
Broward College  
111 East Las Olas Blvd  
Fort Lauderdale, FL 33301  
(954) 201-2231  
ecarrand@broward.edu

- E. This agreement shall become effective on the date last executed by the parties below and continue for 5 years unless terminated earlier as prescribed herein.
- F. Either party may terminate this agreement at the conclusion of each academic year. Such termination shall require the written notification to the other party at least thirty (30) days prior to the end of the academic year with the understanding that students currently being served under this agreement shall be allowed to complete their program at UWF without losing any benefits of this agreement. Any such written termination notices shall be sent to the contacts named above for each institution.

**8. General Provisions**

- A. Logos and Trademarks: Neither party shall use the other party's trademarks, trade names, service marks, service names, brand names, domain names, URLs or logos or any other licensed mark or intellectual property in any manner without the prior written consent of such use.
- B. Data Security: The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security. Furthermore, both parties agree that they will use and maintain student information and records received from the other party only in furtherance of this agreement in accordance with the requirements of the Family Educational Rights and Privacy Act ("FERPA") and the European Union General Data Protection Regulation (GDPR), and to work together to facilitate the parties' obligations under applicable laws and regulations.
- C. 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.



- D. 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.
- E. 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.
- F. 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 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.
- G. Amendments: This Agreement may be amended only when reduced to writing and signed by both Parties.
- H. 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.
- I. 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.
- J. Legal and Accreditation Requirements: The Parties act in the good faith belief that they are in compliance with all legal and accreditation requirements. However, in the event that either Party determines in its sole discretion that the performance of any obligation herein is in violation of legal or accreditation requirements, the Parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance. In the event either Party determines in its sole discretion that such obligations cannot be modified in a manner to secure compliance, either Party may terminate this Agreement effective immediately upon written notice.
- K. 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.
- L. 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.
- M. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- N. 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.



- O. Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
- P. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.
- Q. Entire Agreement: This Agreement represents the entire understanding of the parties with reference to the matters set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications and prior agreements among the parties relating to the subject matter herein.

**9. Execution Dates and Signatures**

In witness whereof, the parties' authorized representatives have executed this agreement on the date(s) set forth below; the persons executing this agreement represent and warrant that they have the full power and authority to enter into this agreement on behalf of the entities for which they are signing.

UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

DocuSigned by:  
 By: Jeromy Kuhl  
 Dr. Jeromy Kuhl  
 Provost

DocuSigned by: 04/26/2024  
 APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
 M. W. Smith  
 OFFICE OF THE GENERAL COUNSEL  
 396B57BD3A9A486...  
 Date

DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By: Barbara J. Bryan Ph.D.  
 Dr. Barbara J. Bryan  
 acting President, Broward College

February 19, 2024  
 Date

