



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the Articulation Agreement with Flagler College for Broward College AS and AA students to transfer into the Flagler College Bachelors Program Fiscal Impact: None

Presenter(s): Jamonica Rolle, College Provost and Senior Vice President

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

This contract is being established to create an articulation mechanism for students enrolled in the BC to transfer smoothly to Flagler College and obtain a Bachelors Degree.

What procurement process or bid waiver was used and why?

Not applicable.

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

Zero cost to the college.

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?

No there is no previous history of an agreement with Flagler College.

Was the product or service acceptable in the past?

Not applicable.

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

There is an anticipated return on investment.

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

Not applicable.

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

It directly feeds one of the Social Enterprise Tactics by guaranteeing higher education for students at Flagler College, including opportunities for scholarships if students qualify.

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:None

Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs

4/16/2024









APPROVAL PATH: 11850 Flagler College Agreement 2024

 **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	Board Clerk	Agenda Preparation		 Pending	
9	District Board of Trustees	Meeting	01/14/25 11:00 AM	 Pending	



ARTICULATION AGREEMENT BETWEEN FLAGLER COLLEGE AND THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE

Flagler College, located at 74 King Street, St. Augustine, FL 32084, and The District Board of Trustees of Broward College, located at 111 E Las Olas Blvd Ft. Lauderdale, FL 33301 "Broward College"), hereby establish an articulation agreement ("Agreement") to facilitate the terms of an educational partnership between the two institutions. Broward College and Flagler College are referred to herein individually as "Party" and collectively as "the Parties."

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

SECTION 1 – TERM

The Agreement shall be in effect until 2027.

SECTION 2 - PURPOSE

1. This Agreement between Broward College and Flagler College is for the purpose of assisting Broward College students in earning their bachelor's and/or master's degrees.
2. This Agreement defines the nature of the relationship and responsibilities between Flagler College and Broward College. The Parties mutually understand that this agreement is intended to represent a good faith effort to accommodate the partnership and carry out the parameters defined below. Included by reference in this Agreement are any exhibits that detail specific requirements or obligations.

SECTION 3 - TRANSFER QUALIFICATIONS

1. Both institutions will work together to mutually support the needs of their students and the needs of their respective partner institutions.
2. Flagler College provides guarantees to transfer students who have earned an Associate of Arts (A.A.) or Associate of Sciences (A.S.) degree from any member institution of the State of Florida public college system. Students transferring with an associate degree will receive credit for coursework in their degree program and will enter Flagler College with junior status. All CORE requirements are considered met once their Flagler College degree is conferred if they have:

- An A.A. degree; OR
- An A.S. degree; and



- Within those 60 hours, 30 hours of general-education eligible credits -- including coursework in math/science, social/behavioral sciences, and humanities/fine arts; OR
- Flagler College Registrar-approved A.A.-equivalent coursework consisting of 60+ credits and within those 60 hours, 30 hours of general-education eligible credits -- including coursework in math/science, social/behavioral sciences, and humanities/fine arts.

3. Any prospective transfer student from Broward College may submit an unofficial transcript to Flagler College for initial evaluation and will be provided with information on their remaining requirements for degree completion. Official transcripts are required prior to admittance.

4. Transfer students must meet all catalog requirements for their degree program.

SECTION 4 – OBLIGATIONS OF BROWARD COLLEGE

1. Flagler College will be allowed access to various contacts within Broward College to schedule virtual and onsite presentations for general recruitment purposes. Broward College agrees to provide guidance on the appropriate process and protocol to follow in requesting faculty appointments and virtual or classroom presentations. Those contacts will include, but are not limited to faculty, program directors, advisors, managers, and other school personnel.

2. Broward College will include the Flagler College Articulation Agreement on the Broward College website and will provide students with information on the transfer process to Flagler College through their marketing and advising efforts.

3. In the event of any agreed upon shared marketing effort, Broward College will provide updated logos to produce co-branded promotional material. Broward College reserves the right to review in advance any information including, but not limited to, websites, cobranded web portals, and in-print marketing publications.

4. Student Information: Broward College agrees to exchange data and documents that will assist in the maintenance and improvement of the transfer arrangements identified in this articulation agreement. All data shall be provided in compliance with federal, state, and local laws relevant to the monitoring and execution of this agreement, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").

SECTION 5 - OBLIGATIONS OF FLAGLER COLLEGE

1. Flagler College will provide a Flagler College Relationship Manager in order to facilitate student enrollment and relationship management with Broward College and to support grant initiatives and community outreach activities.

2. Flagler College will create and maintain a transfer web page and provide various levels of marketing and communication to provide Broward College students with information relevant to transfer requirements, partnership agreements, and additional information as agreed upon by Broward College.



3. An annual meeting will be coordinated by Flagler College with Broward College leadership for the purpose of reviewing all aspects of the partnership. Additionally, in the event Flagler College teaches Flagler College programs on a Broward College campus, Flagler College will establish a regular meeting or conference call schedule between the academic leadership of both institutions.

4. All Broward College transfer students who hold a cumulative GPA of 2.5 or higher may submit an application to be eligible for the Presidential Merit Scholarship award ranging from \$2,000 - \$6,000 per year. The GPA must be verified by the most recent transcript in order to qualify. Scholarship amount and criteria are subject to change based on fund availability.

5. Flagler College will maintain all transcript records for Flagler College coursework and handle the processing and administration of all Flagler College student transactions.

6. Student Information: Flagler College agrees to exchange data and documents that will assist in the maintenance and improvement of the transfer arrangements identified in this articulation agreement. All data shall be provided in compliance with federal, state, and local laws relevant to the monitoring and execution of this agreement, including but not limited to FERPA.

SECTION 6 - ACCREDITATION

Flagler College and Broward College will maintain their respective accreditations with the appropriate regional accrediting bodies and ensure that all operations are consistent with the accreditation requirements of both Parties.

SECTION 7 – 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.

SECTION 8 – 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 to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, F.S.

SECTION 9 – 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.

SECTION 10 – 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.

SECTION 11 – AMENDMENT



Any amendment to this Agreement shall be in writing and signed by both Parties.

SECTION 12 – TERMINATION

Termination shall occur upon written notice by either Party to the other submitted at least one full academic year in advance of such termination date. Flagler College programs in progress at the time of termination shall be permitted to run to completion for the sake of the student participants.

SECTION 13 - 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.

SECTION 14 - 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.

SECTION 15 - 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.

Section 16 - 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.

SECTION 17 - ENTIRE AGREEMENT

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.

SECTION 18 - BINDING EFFECT

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



SECTION 19 – 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:

Flagler College
Contact: Art Vanden Houten
Address: 74 King Street
City: St. Augustine
State/Zip: Florida/32084
Phone: 904-819-6274
Email: vandena@flagler.edu

Broward College
Contact: Dr. Jamonica Rolle
Address: 1000 Coconut Creek Blvd.
City: Coconut Creek
State/Zip: Florida / 33066
Phone: (954) 201 2201
Email: jrolle@broward.edu

SECTION 20 - ATTORNEYS FEES

In any action of or concerning this Agreement, if Broward College is the prevailing party, Broward College shall be entitled to an award of reasonable attorney’s fees and costs through and including any appeals from the non-prevailing party.

SECTION 21 – 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.

12.21.17

SECTION 22 – AUTHORIZATION

This Agreement shall be effective upon executive signatures below and any necessary state approvals that may be required and shall continue in force and effect until the end of the term or until either Party requests amendment or termination of said Agreement. 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 last written below.

FLAGLER COLLEGE

John Delancy
Name

[Signature]
President

7.15.24
Date

DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE

DocuSigned by:
Donald Astrab
Name

Interim President
Title

6/11/2024
Date

Art Vanden Houten
Name

[Signature]
Vice President of Academic Affairs

7.15.24
Date

[Signature]
Name

Deborah Thompson
Vice President of Enrollment Management

7-15-24
Date

