



## ARTICULATION AGREEMENT

This Articulation Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ by The District Board of Trustees of Broward College, Florida ("College") located at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, and the University of Kentucky \_\_\_\_\_ ("Educational Institution") (collectively, the "Parties") located at Lexington, Kentucky under the following terms until \_\_\_\_\_.

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. 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.

### 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 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.

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

**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.

**10. 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.

**11. 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.

**12. 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.

**13. BINDING EFFECT.**

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

**14. 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		Educational Institution	
Contact:	<u>QUAKISH LINER</u>	Contact:	<u>Jesse Hedge</u>
Address:	<u>DISTRICT DIRECTOR, BROWARD COLLEGE</u>	Address:	<u>249 Patterson Office Tower</u>
	<u>3507 DAVIE ROAD</u>		
City:	<u>DAVIE</u>	City:	<u>Lexington</u>
State/Zip:	<u>FLORIDA 33314</u>	State/Zip:	<u>KY/ 40506</u>
Phone:	<u>954-201-7646</u>	Phone:	<u>859-257-7296</u>
Email:	<u>qliner@broward.edu</u>	Email:	<u>jesse.hedge@uky.edu</u>

**15. ATTORNEYS FEES.**



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

**16. 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.

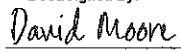
**17. ADDITIONAL TERMS AND CONDITIONS.**

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "B."


<sup>DS</sup>  <hr style="width: 100px; margin: 0 auto;"/> College	 <hr style="width: 100px; margin: 0 auto;"/> Educational Institution
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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:  
  
 Signature  
 David Moore  
 Name  
 Exec. Director, International Ed.  
 Title

**EDUCATIONAL INSTITUTION**

  
 Signature  
 Scott McDonald  
 Name  
 Dean of Undergraduate Admissions  
 Title



## ARTICULATION AGREEMENT EXHIBIT "A"

To create a clear and easy pathway for all students of Broward College (Broward) to transfer to and complete their baccalaureate degrees at the University of Kentucky (UKY), this exhibit supplements the articulation agreement between Broward and UKY dated XXXX. This agreement does not guarantee admission to the university or to a specific program/major.

### ARTICLE 1: STUDENTS

1. Upon satisfaction of all standard requirements for admission to a UKY undergraduate program, UKY will accept Broward students at junior status if they have completed at least 60 semester credits of coursework eligible for transfer to UKY. Transferring students must have a minimum cumulative grade point average (GPA) of 2.0. Courses numbered lower than 100-level are not included in this transfer agreement. Depending on the program of study at UKY into which students are transferring there may be, for example, higher GPA requirements or additional documentation required. General information on UK transfer requirements is currently available at: <http://www.uky.edu/admission/transfer>
2. Broward students who have completed an Associate of Arts degree (A.A.) or Associate of Science degree (A.S.) will satisfy all UK Core requirements. These students will be considered "UK Core Complete".
3. Official transcripts must be sent directly from the Broward College Registrar's Office to the UK Office of Undergraduate Admissions. Transcripts can be sent electronically or prepared on official Broward transcript paper and must be considered official by Broward College.
4. 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 UKY's ENG 101 & ENG 102 (English composition) with a grade of C or higher will be deemed to have satisfied the English language proficiency requirements for admission to UKY. 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 UKY, a minimum of 30 of the last 36 semester credits presented for the degree must be taken from UKY.
6. Following successful completion of the program and meeting all of UKY's published degree and graduation requirements, UKY will award the student a baccalaureate degree in the program selected.
7. Admission to the Program shall be without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. UKY 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.

8. All students admitted to UKY agree to abide by the regulations, rules, and statutes of UKY and its governmental entities.
9. Students transferring to UKY from Broward will receive all services normally provided to UKY students and will have the same rights and responsibilities afforded to all UKY students. This includes the ability to apply for all relevant scholarships.
10. Students transferring to UKY from Broward will be responsible for normal UKY tuition and fees and for transportation costs to and from UKY. Students are responsible for all costs incurred at UKY, 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 UKY, which may be changed from time to time by UKY. Students must comply with all health regulations in force in UKY at the time of matriculation.
11. UKY will accept up to 67 earned semester hours of transfer credit from Broward. UKY will determine course equivalency for each course presented for transfer. Current Broward transfer equivalencies can be found at <https://www.uky.edu/registrar/transfer-equivalency>.



ARTICULATION AGREEMENT  
EXHIBIT "B"

SPECIAL PROVISIONS

The purpose of this Exhibit "B" is to delineate any and all changes, deletions and/or additions to the Articulation Agreement. In the event of any conflict between this Exhibit "B" and any other provision specified in this Agreement, this Exhibit "B" shall take precedence.

Paragraph 3 of the Articulation Agreement shall be revised to read as follows:

**3. 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 states of Florida or Kentucky; (2) the consent of the states of Florida or Kentucky or its 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 or a waiver of sovereign immunity of the State of Kentucky or any of its agencies, including the University of Kentucky.

Paragraph 10 of the Articulation Agreement shall be deleted.

COLLEGE APPROVED

DocuSigned by:  
By: David Moore Date: 3/21/2019

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EDUCATIONAL INSTITUTION APPROVED

By: [Signature] Date: 4-1-19