

## **ARTICULATION AGREEMENT BETWEEN ST. THOMAS UNIVERSITY AND THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE**

This Articulation Agreement ("Agreement") is made by and between St. Thomas University ("STU"), Inc. located at 16401 NW 37<sup>th</sup> Avenue, Miami Gardens, FL 33054 and The District Board of Trustees of Broward College ("BC") located at 111 East Las Olas Blvd, Fort Lauderdale, FL 33301. Collectively, both STU and BC shall be referred to as the "parties".

### **1. PURPOSE**

The purpose of this Agreement is to establish guidelines and procedures to facilitate the transfer of qualified BC students to STU upon successful completion of an associate's degree from BC. To the extent possible, BC and STU will work together to describe the curriculum a student should complete while pursuing a bachelor's degree for a specified area of study at STU. All bachelors' degree pathways shall be executed separately by authorized representatives of STU and BC and shall be incorporated into this Agreement as supplemental addenda.

The primary purpose of this Agreement is to increase access for students to enroll and complete degrees at both BC and STU. Further, this Agreement will allow for more students within the State of Florida to remain in the state to pursue higher degrees of education to positively impact the state economy. These students will receive support and mentoring to assure the applicants' admission to STU upon completion of an associate's degree at BC. The students at BC will be closely monitored by academic advisors to ensure proper advisement occurs for coursework necessary to transition to STU. To the extent possible, all pathway courses should be completed prior to official enrollment at STU, provided that the pathway courses have been offered at BC during the students' enrollment. If BC has not offered pathway courses during the students' enrollment at BC, STU will consider reasonable alternatives on a case-by-case basis for seamless transfer. BC students shall be held to the standards of each institution's Student Code of Conduct and Honors Code.

### **2. PROVISIONS**

STU and BC will maintain Transfer Guides and update the Transfer Guides through an addendum to this Agreement which identifies the transferring institution courses which satisfy direct, liberal arts, or general/flex elective requirements at STU.

- Under this Agreement, students who completed and earned their associate's degree at BC will count as having fulfilled General Education Requirements (GER) at STU.

- Students must meet the admissions and bachelor's degree requirements for the academic year in which they are admitted. Please refer to STU's admissions website<sup>1</sup> for complete admissions information and its catalog for program requirements.
- Generally, students must complete any pre-requisites and graduation requirements for the bachelor's degree, however, STU may evaluate on a case-by-case basis and consider waiving certain requirements for BC graduates.
- Students are required to submit an official transcript from BC, and any other post-secondary institutions, in order to complete the transfer of applicable credit.
- Students must complete the last 60 (or more if necessary) of 120 credits at STU to be able to receive a bachelor's degree from STU.
- STU and BC shall review and update Transfer Guides as necessitated by curriculum changes by either party.
- BC will promote the Agreement and provide contact information for STU representatives on the STU microsite created by BC.
- BC will allow STU representatives to conduct on-campus visits or virtual information sessions in accordance with BC policy to provide information about STU to BC students, alumni, faculty, and staff.
- A scheduled meeting should take place every semester in which STU/BC admission staff will provide admissions training to their advisors.
- Transfer students will receive personalized academic advising to develop a tailored academic plan and ensure a smooth transition.
- STU will conduct a specialized orientation for transfer students to familiarize them with campus resources, faculty, and program expectations.

#### Commitments of BC:

- Identify students who may be interested in STU.
- Communicate to BC students about opportunities at STU.
- Refer students to STU and advise students appropriately so that necessary coursework is completed prior to enrolling at STU.

#### Commitments of STU:

- Provide regular curriculum updates to BC.
- Provide BC with data on success stories of BC transfer students.
- Provide graduation data for BC students commencing with the graduation of the first cohort of students transferring under this Agreement.
- Invite students to attend information sessions with details on STU's admissions process and points of contact.

---

<sup>1</sup> <https://www.stu.edu/admissions/transfer/>

- Offer in-person and on-line advising sessions for BC students.
- Admit students who have satisfied the requirements outlined herein and who apply to STU.
- Award to each BC student admitted to STU no less than a 30% scholarship or more based on financial need and GPA, annually renewing the scholarship in an amount consistent with STU's financial aid programs and their established associated policies for the student's enrollment term and status.
- Offer an exclusive \$2,000 scholarship to STU students attending a specialized Open House event designed for Florida College System (FCS) students.
- Permit FCS students to apply for additional scholarships for which they are eligible.
- Provide BC students with access to STU's career services, including workshops, resume building, and interview preparation and internship opportunities.

### **3. CONFIDENTIALITY**

Subject to Chapter 119, Florida Statutes, as it may be amended, any information shared between the parties which by their nature should be reasonably understood by the receiving party as confidential or proprietary information, shall remain confidential. Confidential information that is subject to an exemption from public records disclosure pursuant to Chapter 119, Florida Statutes, shall be marked "CONFIDENTIAL" or "TRADE SECRET" along with the applicable statutory exemption.

### **4. DATA SHARING AND USE**

Both parties agree that they will use and maintain student records received from the other party in accordance with the requirements of the Family Educational and Privacy Act (FERPA) and implementing regulations and Sections 1002.22 and 1006.52, F.S. Further, both parties agree that they will not disclose such information to any third party except in accordance with the aforementioned laws.

### **5. MARKETING**

STU and BC will work together to promote this Agreement to the participants, which may include on-site events and distribution of marketing materials. Any advertisements, press releases, flyers and other print or electronic publicity created and disseminated by each institution regarding programs or activities related to this Agreement shall be approved in advance by designated representatives of both parties. The parties may utilize each other's trademarks in connection with promoting the Agreement, provided the other party pre-approves such use in writing; neither party shall gain any right, title or interest in any name or trademark of the other party.

### **6. TERMINATION AND MODIFICATION**

This Agreement is effective upon the date of the last signature and shall remain in effect for three years. Thereafter, the parties may agree to renew this Agreement for

successive one-year terms upon execution of a mutual written agreement that is signed by the parties. In addition, either party may terminate this Agreement for any reason, or no reason, by providing ten (10) days prior written notice to the other party.

This Agreement is subject to change or modification by execution of a mutual written agreement that is signed by the parties. Any provisions of this Agreement which remain to be performed or by their nature would be intended to be applicable following the expiration or termination of this Agreement, including the continued matriculation of students that are at the time presently enrolled in BC or STU under the terms of this Agreement, shall survive the expiration/termination of this Agreement.

## **7. INDEPENDENT CONTRACTORS**

The parties intend that the relationship established between them pursuant to this Agreement shall be that of independent contractors. No agent, employee or servant of BC shall be deemed to be an employee, agent or servant of STU. No agent, employee or servant of STU shall be deemed to be an employee, agent or servant of BC. The manner and means of conducting the work hereunder are under the sole control of each party regarding each party's obligations. None of the benefits provided by STU to its employees, including worker's compensation insurance and unemployment insurance, are available from STU to BC employees, agents or servants. None of the benefits provided by BC to its employees, including worker's compensation insurance and unemployment insurance, are available from BC to STU employees, agents or servants. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

## **8. INDEMNIFICATION**

Subject to the limitations and provisions of Section 768.28, Florida Statutes, as may be amended, each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party, along with any of its affiliated companies and their respective officers, directors, employees, agents ("Indemnified Party") from and against any loss, cost, claim, liability, or damage relating to or arising out of Indemnifying Party's negligent performance under this Agreement.

## **9. NO ASSIGNMENT**

Neither party may assign this Agreement without the prior written consent of the other party.

## **10. NO THIRD-PARTY BENEFICIARIES**

This Agreement is made solely for the benefit of the parties hereto and is not intended to create any third-party beneficiaries.

## 11. LIMITATION OF DAMAGES

Neither party shall be responsible for any of the other party's claims, liabilities, damages, losses, and costs against it including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from or incidental to the breaching party's performance under this Agreement, or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the breaching party or other persons employed or utilized by the party in the performance of this Agreement. Nothing herein shall be deemed a waiver of BC's sovereign immunity except as set forth in Fla. Stat. 768.28.

## 12. FERPA

Both parties agree to comply with the applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR Part 99) as it pertains to education records for students.

## 13. NOTICE

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 sent to:

<b>St. Thomas University</b>	<b>BC</b>
Dr. Michelle Johnson Garcia Provost and Chief Academic Officer 16401 NW 37 <sup>th</sup> Ave. Mimi Dooner #108 Miami Gardens, FL 33054	Torey Alston President & Chief Executive Officer 111 East Las Olas Blvd. Fort Lauderdale, FL 33301

## 14. GOVERNING LAW/VENUE

This Agreement is governed by the laws of the State of Florida. Exclusive venue of any actions arising out of this Agreement shall be in a court of competent jurisdiction in the State of Florida.

## 15. 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, 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 reasonable measures necessary to effectuate these assurances.

## **16. RECORDS**

In the event a public records request is made seeking public records related to this Agreement, whether received by STU or BC, STU and BC will reasonably cooperate with each other as required to respond to the public records request. While it is expected that BC, as a public entity of the State of Florida will receive and respond to public records request related to this Agreement, the foregoing does not relieve STU of the obligation to comply with the Florida public records law to the extent applicable to STU.

## **17. 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.

## **18. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any prior understandings.

## **19. OPERATIONAL DETAILS**

BC and STU will meet to review this Agreement and make appropriate amendments and/or addenda when either party identifies a need to do so. Any amendments or addenda must be in writing and signed by both parties. BC and STU academic administrators will communicate annually and may meet to address the unique academic needs of both institutions. Administrators or designees will review regional academic programming needs and plans with a particular focus on baccalaureate degree offerings. BC and STU will identify members in their respective institutions to monitor the progress of the students and the program. If either institution requests a change to a pathway, the institutions will cooperate to develop and execute a new pathway.

## Authorized Signatures

**ST. THOMAS UNIVERSITY**

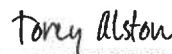
  
Signature

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**THE DISTRICT BOARD OF  
TRUSTEES OF BROWARD COLLEGE,  
FLORIDA**

Signed by:  
  
A530D0570FET48D...  
Signature

Torey Alston  
\_\_\_\_\_

**Name**

College President  
\_\_\_\_\_

**Title**

5/8/2025  
\_\_\_\_\_

**Date**

Approved as to legality:

**APPROVED**  
By Kristina Raattama at 3:48 pm, May 05, 2025

Broward College Office of General Counsel