

ARTICULATION AGREEMENT

BETWEEN

BARRY UNIVERSITY

AND

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE

I. Parties

This articulation agreement is made by and between **Barry University, Inc.** (hereinafter referred to as "University"), a not for profit, educational institution, located at 11300 NE Second Avenue, Miami Shores, FL 33161 and **The District Board of Trustees of Broward College, Florida** (hereinafter referred to as "College"), located at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301. Collectively, both University and College shall be referred to as the "Parties".

II. Purpose

The purpose of this articulation agreement is to facilitate the transfer of qualified students from Broward College into Barry University undergraduate programs by offering a merit-based transfer scholarship in the amount of \$15,000 per year, renewable while enrolled in a degree-seeking traditional undergraduate program at Barry University.

III. Terms

The University will offer a merit-based transfer scholarship in the amount of \$15,000 per year, renewable while enrolled in a degree-seeking traditional undergraduate program at Barry University to qualifying Broward College students and alumni who are accepted to Barry University:

- A. A transfer student should have completed an Associates (AA) Degree or at least 12 credits at Broward College
- B. A transfer student should apply and be accepted into a degree-seeking traditional undergraduate major at Barry University
- C. At least a 2.5 cumulative GPA is required to be eligible for the scholarship
- D. This scholarship may be stacked with any other eligible non-merit internal or external-based scholarships
- E. The scholarship amount shall be applied towards tuition only and shall not cover room and board, and any fees such as, but not limited to, late registration fees, late payment fees, books or other required materials for the programs

- F. Programs offered by the University shall conform to the programs described in the current Barry University catalogue that can be found at: <https://www.barry.edu/en/registrar/catalogs>

IV. Conditions

The University and College agree as follows:

- A. To be eligible for the scholarship, a student must be either enrolled at Broward College at the time of transfer or have earned an Associates (AA) Degree from Broward College within the last three years.
- B. As per the articulation agreement between the Independent Colleges and Universities of Florida (ICUF) and the Division of Florida Colleges, Barry University will accept the Broward College Associate of Arts (AA) degree as a fulfillment of the distribution (i.e. general education) requirements with the exception of one mandatory 3-credit Theology Course.
- C. Upon satisfaction of all standard requirements for admission to Barry University undergraduate programs, Barry University will accept Broward College students who transfer with an Associate in Arts degree at junior status.
- D. A maximum of 64 credits completed with a grade of 'C' or better will be accepted in transfer from Broward College. A transfer student will have to schedule a transfer credit review with the Barry University Transcript Evaluator to determine course equivalency for each course presented for transfer. Current Barry University specific transfer policies for all specific academic programs and the link to schedule a transfer credit review can be found at: <https://www.barry.edu/en/admissions/undergraduate/transfer-credit-review>.
- E. International transfer students who have attended either Broward College or one of the Broward College International Centers that offers academic program(s) approved by the Commission on Colleges of SACS, have completed at least twenty-four (24) hours of transferable college-level credits, and are in good standing at the last institution attended, will be deemed to have satisfied the English language proficiency requirements for admission to Barry University. These students will not be required to submit additional documentation of English language proficiency (e.g. TOEFL, IELTS, Duolingo or Pearson PTE Academic scores) at the time of application. An international applicant under consideration for a waiver of the English Proficiency requirement must also satisfy all other requirements for admission to the University.
- F. Of the 120 credits required for graduation from an undergraduate program (may be more with certain programs), the last 30 credits and most of the major coursework must be completed at Barry University.
- G. The University reserves the right to immediately rescind the scholarship amount offered if it is discovered that the candidate has provided false information to fulfill eligibility requirements. Candidates who provided false information and have enrolled in a degree-seeking traditional undergraduate program may be subject to disciplinary action and may be held responsible for tuition costs at the standard rate.

- H. This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of Florida. Exclusive jurisdiction and venue of any actions arising out of or relating to or in any way connected with this Agreement shall be in Miami-Dade County, Florida.

V. University Responsibilities

Barry University shall undertake the following activities:

- A. Assign a Barry University Recruiter/Admissions Representative as a Liaison to support Broward College.
- B. Provide promotional materials to advertise the transfer scholarship to Broward College students and alumni
- C. Provide Broward College the materials necessary to understand the various degree options available, information about the three (3) start terms per year as well as contact information for academic counseling.
- D. Provide a minimum of two (2) information meetings per academic calendar year to Broward College
- E. Assist transfer students with the review of their academic transcripts from Broward College. Admissions staff will advise students about the minimum credits accordingly during recruitment opportunities.
- F. Assist the students in transitioning and developing career readiness competencies related to selecting a degree program
- G. Add Broward College to its Educational Partnership Website Directory

VI. College Responsibilities

College shall undertake the following activities:

- A. Assign a resource person from Broward College to be a liaison to the University.
- B. Publicize this Articulation Agreement among Broward College students, faculty and staff via the College website as well as other publications, correspondence, and outreach
- C. Provide Barry University an opportunity to place their logo and hyperlink to their website as an Educational Partner.
- D. Identify prospective students, refer them to attend Barry University information sessions and connect with the Barry University Admissions Representatives / Recruiters.
- E. Provide Barry University the opportunity to offer Broward College at least two (2) Information meetings per academic calendar year.
- F. Provide communication to students and alumni about Barry University Programs.

G. Provide data annually to Barry University regarding the number of students who enroll in the University's programs under the terms and conditions of this agreement.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. Term, Termination and Modification

A. This articulation agreement shall commence upon the date signed by the last of both duly authorized representatives of the parties. The term of this Agreement shall be for three (3 years).



- B. Any and all amendments must be made in writing and must be agreed to and executed by both parties before becoming effective.
- C. This agreement may be cancelled or terminated without cause, by either party, by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and /or payment invoicing instructions/requirements.
- D. Terms and Conditions shall survive termination of this Agreement and shall continue to be in effect for enrolled recipients only. Recipients shall retain the designated merit-based transfer scholarship in the amount of \$15,000 per year for the duration of their studies as long as they maintain eligibility and adhere to their program requirements.

XIV. Notices

Any notice to either party hereunder must be in writing and signed by the party giving it and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained, and addressed as follows:

To University:

Office of Articulation and Academic Agreements
Attention:
Dr.Katherine Grisham
Director of Articulation and Academic Agreements
Division of Academic Affairs

To College:

Broward College
3501 Davie Road Davie, FL 33314
Attention:
Dr. Jeffrey Nasse
Provost
Academic Services & Learning Resources

Copy to:

Office of Legal Affairs
11300 N.E. Second Avenue Miami Shores,
Florida 33161 USA

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XV. Effective Date and Signature

This articulation agreement shall be effective upon the signatures from the duly authorized representatives of the parties. Both parties indicate agreement with this articulation agreement by their signatures.

Barry University

John Murray

Dr. John Murray
Provost

Date: June 27, 2022

Broward College:

DocuSigned by:
Jeffrey Nasse

Dr. Jeffrey Nasse
Provost
Academic Services & Learning
Resources

Date: 7/16/2022