



ARTICULATION AGREEMENT

This Articulation Agreement (“Agreement”) is made and entered into as of June 2022 by The District Board of Trustees of Broward College, Florida (“College”) located at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, and Atlantic University (“Educational Institution”) (collectively, the “Parties”) located at 777 Glades Road, Boca Raton, FL 33431, under the following terms until June 2025.

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>Nichole Vaughn, Ph.D.</u>	Contact:	<u>Michael C. Zourdos, PhD, CSCS</u>
Address:	<u>Broward College Central Campus</u>	Address:	<u>Florida Atlantic University</u>
	<u>3501 Davie Road</u>		<u>777 Glades Road</u>
City:	<u>Davie</u>	City:	<u>Boca Raton</u>
State/Zip:	<u>FL 33314</u>	State/Zip:	<u>FL 33431</u>
Phone:	<u>954-201-6553</u>	Phone:	<u>561.297.1317</u>
Email:	<u>nvaughan@broward.edu</u>	Email:	<u>mzourdos@fau.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.



EXHIBIT A: Exercise Science/Health Promotion Admission

Requirements and Curriculum

To be admitted to the Exercise Science/Health Promotion program at Florida Atlantic University, students must do the following:

1. Meet FAU's General Admission Requirements.
2. Earn a minimum GPA of 2.0 or higher and complete 60 credit hours.
3. Complete an AA Degree from Broward College or a Florida State University or College, or FAU's Intellectual Foundations Program*.
4. Complete required ESHP prerequisites
5. Be programmed by an assigned advisor from the ESHP program.

B.S. in Exercise Science and Health Promotion (Exercise Physiology Concentration – 2 Years at FAU)

Semester 7							
Introduction to Health and Exercise Science	PET 3102	3					
Exercise Physiology 1	APK 4110	3					
Exercise Lab Techniques	APK 4110L	1					
Perspectives in Health & Wellness	HSC 3102	3					
Nutrition in Health & Exercise	PET 3361	3					
Elective 1	Varies	3					
Semester 8							
Exercise Physiology 2	APK 4134	3					
Applications of Training Physiology I	PEP 3192	3					
Exercise Testing and Prescription	PET 4550	4					
Health Promotion	HSC 4581	3					
Elective 2	Varies	3					
Semester 10							
Applications of Training Physiology II	PEP 4138	3					
Neurophysiology Hum Mvmt	PET 3050	3					
Biomechanics	PET 4340C	4					
Elective 3	varies	3					
Elective 4	Varies	3					
Semester 11							
Elective 5	Varies	3					
Internship in ESHP	PET 4946	3-9					

B.S. in Exercise Science and Health Promotion (Pre-Physical Therapy/Occupational Therapy – 2 Years at FAU)

Semester 7							
Introduction to Health and Exercise Science	PET 3102	3					
Biological Principles	BSC 1010	3					
Biological Principles Lab	BSC 1010L	1					
Perspectives in Health & Wellness	HSC 3102	3					
Nutrition in Health & Exercise	PET 3361	3					
Elective 1	Varies	3					
Semester 8							
Applications of Training Physiology I	PEP 3192	3					
General Chemistry II	CHM 2046	3					
General Chemistry II Lab	CHM 2046L	1					
Exercise Physiology 1	APK 4110	3					
Abnormal Psychology	CLP 4144	3					
Elective 2	Varies	3					
Semester 10							
Biomechanics	PET 4340C	4					
Exercise Lab Techniques	APK 4110L	1					
Neurophysiology Hum Mvmnt	PET 3050	3					
College Physics 1	PHY 2053	4					
Elective 3	Varies	3					
Elective 4	Varies	3					
Semester 11							
Elective 5	Varies	3					
Internship in ESHP	PET 4946	3-9					

COURSE	TITLE	CREDIT HOURS
MAC1105 or MAC1105C	College Algebra	3 or 5
MAC2233	Calculus for Business, Social and Life Sciences	3
STA2023	Statistics	3
BSC2085	Human Anatomy and Physiology I	3
BSC2085L	Human Anatomy and Physiology I Laboratory	1
BSC2086	Human Anatomy and Physiology II	3
BSC2086L	Human Anatomy and Physiology II Laboratory	1
CHM1045	General Chemistry I	3
CHM1045L	General Chemistry I Laboratory	1
HSC2100	Personal & Community Health	3
HSC2400	First Aid and Safety	3
HLP1081C	Total Wellness	2
PEM1116 or PEM1131	Functional Wellness Weight Training	2 or 2

or PEM1141	Aerobic Wellness	or 2
PSY2012	General Psychology	3
TOTAL CREDITS:		34 – 36 semester hours

** Intellectual Foundation Program includes 6 credit hours of written communications, 6 credit hours of mathematics & quantitative reasoning, 6 credit hours of science & the natural world, 6 credit hours of society & human behavior, 6 credit hours of global citizenship, 6 credit hours of humanities, 4-8 credit hours of foreign language. All these requirements are satisfied by an AA Degree from Broward College.*