



ARTICULATION AGREEMENT

This Articulation Agreement (“Agreement”) is made and entered into as of January 28, 2020 by The District Board of Trustees of Broward College, Florida (“College”) located at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, and California State University Chico (“Educational Institution”) (collectively, the “Parties”) located at 400 W. 1st Street Chico CA 95929-0244 under the following terms until January 31, 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>Dr. Yolanda Brown</u>	Contact:	<u>Director Procurement & Contract Services</u>
Address:	<u>Transfer Services</u>	Address:	<u>California State University, Chico</u>
	<u>111 East Las Olas Blvd.</u>		<u>400 W. 1st Street</u>
City:	<u>Fort Lauderdale</u>	City:	<u>Chico</u>
State/Zip:	<u>Florida 33301</u>	State/Zip:	<u>CA 95929-0244</u>
Phone:	<u>954-201-8458</u>	Phone:	<u>530-898-5270</u>
Email:	<u>transfers@broward.edu</u>	Email:	<u>srumiano@csuchico.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."

	
_____	_____
College	Educational Institution

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:

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Signature
Marielena DeSanctis

Name
Provost & Sr. VP

Title

EDUCATIONAL INSTITUTION


Sara Rumiano (Sep 29, 2020 08:25 PDT)

Signature
Sara Rumiano

Name
Director Procurement & Contract Services

Title



CALIFORNIA
STATE UNIVERSITY, CHICO

ARTICULATION AGREEMENT EXHIBIT "A"

To create a clear and easy pathway for all international students of Broward College (BC), including all Broward College International Centers, to transfer to and complete their baccalaureate degrees at California State University, Chico (CSU, CHICO) this exhibit supplements the articulation agreement between Broward and CSU, CHICO dated _____. This agreement guarantees undergraduate admission to CSU, CHICO in non-impacted majors for all qualified BC international students.

ARTICLE 1: INTERNATIONAL STUDENTS

- 1) CSU, CHICO defines a qualified BC International Student as one who has:
 - a) An F-1 or J-1 visa.
 - b) Completed at least 60 semester units with a grade point average of 2.0 in all transferable college coursework.
 - c) Completed the required coursework in three fundamental areas of General Education with a grade of C or better – students must choose one in each category (A1, A2, B4) listed below.
 - d) Completed a CSU application for admission by the application deadline and paid the application fee as found at www2.calstate.edu/apply.
 - e) Submitted official transcripts from all colleges attended.
 - f) Demonstrated proof of financial ability to pay for all costs of attendance at CSU, CHICO for the first year.
- 2) The following BC courses fulfill CSU, CHICO's three fundamental areas of General Education required for international admission:
 - a) A1 Oral Communication: SPC1608
 - b) A2 Written Communication: ENC1101, ENC1102
 - c) A4 Quantitative Reasoning: MAC1114, MAC1147, MAC2311, MGF1107
- 3) The qualifications for guaranteed admission to CSU, CHICO (listed above) reflect CSU, CHICO international admission requirements for the 2019-20 academic year. In the event that CSU, CHICO international admission requirements change, future BC international applicants to CSU, CHICO will also be guaranteed admission if they meet all CSU, CHICO international admission requirements for their admission term. Current international admission requirements are detailed at: <https://www.csuchico.edu/iss/apply/undergrad/transfer.shtml>.
- 4) Official transcripts must be sent directly from the Broward College Registrar's Office to the CSU, CHICO International Admissions office. Transcripts can be sent electronically or prepared on official BC transcript paper and must be considered official by Broward College.
- 5) BC International Students who complete the equivalent to General Education areas A1 Oral Communication and A2 Written Communication with a grade of C or higher will be deemed to have satisfied the English language proficiency requirements for admission to CSU, CHICO. 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.
- 6) The CSU prohibits discrimination, including Harassment, because of any Protected Status: i.e., age, Disability (physical and mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, sex stereotype, and Veteran or Military Status.

- 7) International Students transferring to CSU, CHICO from BC will receive all services normally provided to CSU, CHICO international students and will have the same rights and responsibilities afforded to all CSU, CHICO students. This includes the ability to apply for all relevant scholarships and aid except for those limited by residency.
- 8) BC International Students transferring to CSU, CHICO from BC will be responsible for all CSU, CHICO registration and non-resident tuition and fees and for transportation costs to and from CSU, CHICO. Students are responsible for all costs incurred at CSU, CHICO, 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 CSU, CHICO, which may be changed from time to time by CSU, CHICO. Students must comply with all health regulations in force in CSU, CHICO at the time of matriculation.
- 9) CSU, CHICO will accept academic transfer credit from BC, which excludes vocational or remedial courses taken at BC. CSU, CHICO will determine course equivalency for each course presented for transfer. Current BC transfer equivalencies can be found on the College Board's TES system https://tes.collegesource.com/publicview/TES_publicview01.aspx?rid=2cbff2f4-34d1-431b-b331-38cec1d8b069&aid=6f9dfe0b-da84-4252-8bbf-015acb702dd3.



**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.

- Section 10. Governing Law, shall be deleted in its entirety.
- Section 15. Attorney Fees, shall be deleted in its entirety.

COLLEGE APPROVED

By: DocuSigned by:
Marielena DeSanctis
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Date: 8/31/2020

EDUCATIONAL INSTITUTION APPROVED

By: *Sara Rumiano*
Sara Rumiano (Sep 29, 2020 08:25 PDT)

Date: Sep 29, 2020