

Articulation Agreement between Coker University and Broward College

Rationale

As a four-year liberal arts institution, accredited by the Southern Association of Colleges and Schools Commission of Colleges (“SACSCOC”), Coker University (“CU”) enters into this Articulation Agreement with The District Board of Trustees of Broward College, Florida (“BC”) (collectively, “the Parties”). This Agreement supports the mission of both institutions to fulfill the educational needs of their students by collaborating to provide access to higher education.

General Provisions

This Agreement establishes the terms agreed to by the Parties governing the transfer of credits for students who graduate from BC with an Associate in Arts (A.A.) Degree and who apply to CU to earn a Bachelor of Arts (B.A.) Degree in Dance or Dance Education (with K-12 certification) or a Bachelor of Fine Arts (B.F.A.) Degree in Dance (with emphasis in choreography).

In addition to CU’s Dance Program, this agreement also allows BC students to enroll in additional programs offered through CU. Course work in associate degrees not listed above will be evaluated on a course-by-course basis.

Eligibility

To be eligible for the transfer of credits under this agreement, the applicant must earn the associate degrees mentioned above from BC. Grades lower than C will not transfer. However, students will not be required to repeat successfully completed courses that do not transfer as long as the student meets the total 120-hour requirement (to include hours earned at BC and any other regionally accredited institution, along with hours completed at CU) to earn their bachelor's degree.

Agreement

CU agrees to guarantee admission to dance programs granting academic placement as a junior for each student who:

- Earned an A.A. Degree in Dance from BC;
- Submitted a completed application to CU;
 - As with all students, CU has the right to deny entry to students with serious disciplinary or criminal violations.
- Submitted an official transcript from BC to CU;

CU agrees to offer:

- Transfer guides (curriculum crosswalks) to BC faculty and staff;
- Merit scholarships to eligible students;
- Enrollment in courses comparable to the third and fourth year of study in a baccalaureate program;
- Access to library, student support services, athletic events, visual and performing arts events, career development, and other programs and services at CU;
- Provisional acceptance for upcoming BC graduates when a letter from the BC department chair, dean, or advisor verifies that said student is on-track to graduate in the designated time frame.

BC agrees to:

- Provide reasonable support resources to students during their enrollment at CU commensurate with the support resources provided all BC students;
- Provide CU access to their graduate mailing list (except for students who have opted out of this information being directory information under the Family Educational Rights and Privacy Act), each semester, for the purpose of promoting CU's programs;
- Allow CU recruiters on the BC campus (through transfer fairs, classroom visits, and any other appropriate events), to promote CU's programs as well as provide recruitment materials to BC faculty and staff interested in pursuing CU's online master's programs.

This Agreement goes into effect beginning with the fall semester of the 2023-2024 academic year. This Agreement will be reviewed on an annual basis and revised as needed and as agreed to by the parties. BC agrees to immediately notify CU of any curriculum changes as it relates to the above-mentioned discipline areas/associate degree requirements.

Each institution will appoint a representative to serve as the official contact and coordinate the activities of each organization in carrying out this agreement. The initial appointees of each college are:

- For BC: Scott Miller, Dean, Academic Pathway Arts, Humanities & Design
- For CU: Professor Angela Gallo, Dean of the McCall School of Visual and Performing Arts

CU and BC will use best efforts to assure the continued integrity, accreditation of their programs, and federal financial aid eligibility.

As soon as the appointed college officials of the two aforementioned academic institutions have signed this agreement, each is free to publicize this Articulation Agreement and utilize this arrangement as deemed appropriate.

Status of the Parties

The Parties are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer/ employee, master/servant or principal/ agent, partnership, joint venture or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement.

No Third-Part 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.

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. Reasonable accommodations for participation by a disabled person will be made in compliance with Section 504 of the Americans with Disabilities Act.

Amendments

This Agreement may be amended only when reduced to writing and signed by both Parties.

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.

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.

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.

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.

Binding Effect

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

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.

Signatures: The signatures of the authorized representatives identified below indicate agreement to the terms set forth herein.

For The District Board of Trustees of Broward College, Florida:

DocuSigned by:
Jeffrey Nasse 8/17/2023
CE74DB83F988460

Signature/Date

Jeffrey Nasse

Printed Name

Provost & SVP Academic Affairs



Position

For Coker University:

Angela M. Gallo 02.03.2023

Signature/Date

Angela M Gallo

Dean, McCall School of Visual and Performing Arts,
Coker University