

ARTICULATION AGREEMENT
FOR AS DEGREE GRADUATES IN EARLY CHILDHOOD EDUCATION
BETWEEN
FLORIDA ATLANTIC UNIVERSITY
AND
BROWARD COLLEGE

Florida Atlantic University (FAU) and Broward College (BC) hereby enter into the following agreement governing the matriculation at FAU of BC Associate in Science graduates in Early Childhood Education. This agreement is in effect for those BC graduates who completed their Associate in Science degrees in Early Childhood Education and who apply and are accepted into the program leading to a Bachelor degree in Early Care and Education. Further, this agreement is subject to Florida Atlantic University's and BC's continued compliance with all rules and regulations of the Southern Association of Colleges and Schools (SACS) and all other accrediting bodies. Either party may terminate this agreement by giving written notice to the other party. The notice shall state the effective date of termination, which shall be at least four months after the date on which the notice is received by the other party.

For BC Associate in Science graduates in Early Childhood Education admitted to the Bachelor degree in Early Care and Education at Florida Atlantic University (FAU), FAU will:

1. Accept no fewer than 63 credits for transfer into the Bachelor degree in Early Care and Education. Courses taken at BC for completion of the Associate in Science degree in Early Childhood Education will transfer into the curriculum in Early Care and Education, as indicated in Exhibit "A".
2. Accept courses taken at BC in which students received a grade of "C" or higher.
3. Periodically, review the performance of BC graduates who matriculate at Florida Atlantic University by assessing student's academic preparation and their success at FAU. This data will serve as a criterion for renegotiations of this agreement at the end of a five year period year period.

As part of this agreement, BC and FAU will:

1. Publicize this agreement among its students and faculty.
2. In all joint or individual promotions of this agreement, identify BC as the provider of the AS degree and FAU as provider of the Baccalaureate degree.
3. Monitor the academic performance of students enrolling under this agreement.

4. Identify problems and work cooperatively to adjust details of course sequence and content so that students can transfer with no academic disruptions.
5. Arrange articulation meetings to identify major course equivalencies between FAU and BC and to train staff on the terms of this agreement.
6. Notify each other concerning any contemplated curricular changes that would affect the future of this agreement. Any curricular changes implemented by BC affecting BC's Early Childhood Education program will result in a reevaluation by FAU of credit transferability as set forth in Exhibit "A".

GENERAL CONDITIONS

No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

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. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Termination/Modification. This agreement is subject to change and/or modification by mutual written consent between the parties hereto. It is understood that this agreement may be modified by Florida Atlantic University with the directives of the President or academic leadership at Florida Atlantic University, the Statutes governing Florida Atlantic University, or the policies of the Board of Trustees of Florida Atlantic University, or by Broward College in accord with the directives of the Broward College Board of Trustees or the Florida College System or the State of Education. 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.

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 Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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.

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 problems 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 State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

Binding Effect. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Broward College or Florida Atlantic University.

Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (Force Majeure). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

Place of Performance. All obligations of Broward College and Florida Atlantic University under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

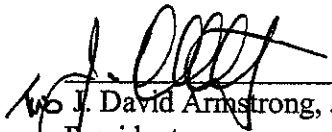
To BC : President J. David Armstrong, Jr.
 Broward College
 111 East Las Olas Boulevard
 Fort Lauderdale, Florida 33301

With a Copy to: College Attorney and
 AVP, Academic Affairs
 225 East Las Olas Boulevard
 Fort Lauderdale, Florida 33301

To INSTITUTION: Florida Atlantic University

This is the entire agreement of the parties and may only be amended, modified, or altered by a writing duly executed on behalf of the parties.

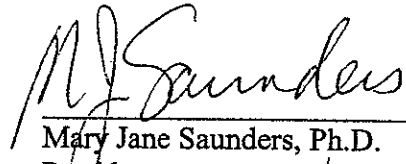
Approved:
Broward College



David Armstrong, Jr.
President
3/27/12

Date

Approved:
Florida Atlantic University



Mary Jane Saunders, Ph.D.
President
4/23/12

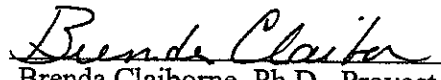
Date



Sean Guerin, Chair
Board of Trustees

3/27/12

Date




Brenda Claiborne, Ph.D. Provost

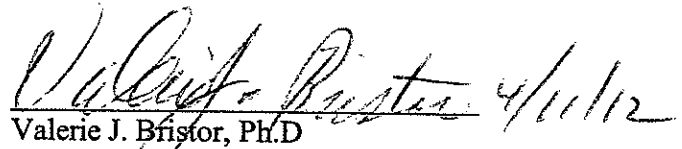
4/18/12

Date

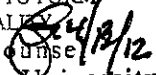
APPROVED AS TO FORM
AND LEGALITY:



KEVIN FERNANDER
COLLEGE ATTORNEY



Valerie J. Bristol, Ph.D.
Dean of Education

APPROVED AS TO FORM
AND LEGALITY: 
General Counsel
Florida Atlantic University

Det

BROWARD COLLEGE
ASSOCIATE IN EARLY CHILDHOOD EDUCATION MAJOR

GENERAL EDUCATION COURSES

CGS 1060C	COMPUTER AND INTERNET LITERACY	3 CREDITS
ENC 1101	ENGLISH COMPOSITION	3 CREDITS
ENC 1102	ENGLISH COMPOSITION or	3 CREDITS
ENC 2210	TECHNICAL REPORT WRITING	3 CREDITS
SPC 1024	INTRODUCTION TO SPEECH COMMUNICATION	3 CREDITS
PSY 2012	GENERAL PSYCHOLOGY	3 CREDITS
ELECTIVE	SOCIAL OR BEHAVIORAL SCIENCE	3 CREDITS
ELECTIVE	HUMANITIES	3 CREDITS
ELECTIVE	SCIENCE	3 CREDITS
ELECTIVE	SCIENCE LAB	1 CREDIT
ELECTIVE	*PROGRAM DESIGNATED COURSES	6 CREDITS
HLP 1081	WELLNESS	2 CREDITS
AREA TOTAL		36 CREDITS

EARLY CHILDHOOD EDUCATION COURSES

EEC 1200	EARLY CHILDHOOD EDUCATION	3 CREDITS
EEC 1603	CHILD GUIDANCE	3 CREDITS
CHD 1338	MATHEMATICS AND SCIENCE FOR THE YOUNG CHILD	3 CREDITS
CHD 1334	CHILDREN'S LITERATURE AND LANGUAGE ARTS	3 CREDITS
CHD 1940	PRACTICUM I: OBSERVATION AND EVALUATION	3 CREDITS
CHD 1331	CREATIVITY FOR YOUNG CHILDREN	3 CREDITS
CHD 1320	CURRICULUM PLANNING FOR EARLY CHILDHOOD	3 CREDITS
CHD 2441	PRACTICUM II	3 CREDITS
CHD 2800	ADMINISTRATION AND MANAGEMENT IN EARLY CHILDHOOD EDUCATION	3 CREDITS
AREA TOTAL		27 CREDITS
TOTAL PROGRAM SEMESTER HOURS		63 CREDITS

*STUDENTS SEEKING TRANSFER TO A 4 YEAR DEGREE PROGRAM SHOULD CONSULT WITH THEIR ADMISSION AND PROGRAM ADVISORS. STUDENTS ARE ENCOURAGED TO USE THEIR ELECTIVES TO TAKE AN ADDITIONAL HUMANITIES, NATURAL SCIENCE AND TWO MATHEMATICS COURSES (MGF 1106 AND MGF 1107, LIBERAL ARTS MATHEMATICS I AND II) TO MEET THEIR 4 YEAR PROGRAM REQUIREMENTS.

Florida Atlantic University

Required Core Courses (27 credits)

- EEX 3201 Typical/Atypical Child Development (3)
- EEX 3226 Assessment of All Young Children (3)
- EEC 3214 Designing and Implementing a Blended Curriculum: Birth to Age Eight (3)
- EEX 4112 Language Development and Intervention in Young Children (3)
- EEX 3754 Building Family, Community and School Partnerships (2)
- EEX 3603 Positive Behavior Supports in Inclusive Early Childhood Settings (3)
- EEC 4313 Blended Early Childhood Methods: Birth -5 (4)
- LAE 4353 Language Arts and Literature Birth – Grade 8 (3)
- RED 4308 Reading Development I: Birth – Grade 3 (3)

Non Restricted Elective Courses (12-18 credits)

Foreign language course requirements if not completed previously; All General Education course requirements must be completed, including Gordon Rule/ WAC Math and English courses.

Upper Division Elective (18-21 credits)

Recommended electives to be selected with academic advisement:

- EDF 3430 Educational Measurement and Evaluation (3)
- EME 4411 Educational Programming I (3)
- EME 4810 Applied Educational Technology (3)
- MAN 3025 Introduction to Management and Organizational Behavior (3)
- DEP 3134 Childhood Bilingualism (3)
- EXP 3505 Cognition (3)
- EXP 4304 Psychology of Motivation (3)
- EXP 4404 Psychology of Learning (3)
- SOW 3232 Social Welfare Policy and Provisions (3)
- SOW 4650 Child Welfare (3)
- SYO 4100 Family and Society (3)
- EDF 3210 Applied Learning Theory (3)
- EDF 3610 Education in Multicultural Society (3)
- CHS 3410 Food and Nutrition (3)
- COM 4703 Storytelling (3)
- SPA 4011 Speech/Hearing Science (3)
- SDS 4410 Interpersonal Communication (3)
- SPC 3710 Intercultural Communication (3)
- SPC 4718 Ethnicity and Communication (3)
- CCJ 3126 Community Service Systems (3)
- LIN 4620 Bilingualism (3)
- PHI 3320 Philosophy of Mind (3)
- PHI 4661 Ethics (3)
- CLP 4144 Abnormal Psychology (3)

Transmittal Form for Documents Requiring Provost's Approval

Attached is a document requiring legal review and the approval/signature of the University Provost.

As head of the department forwarding this request, I indicate my approval and ask that this contract/document be reviewed by legal counsel and forwarded to the Provost's Office for approval/signature of the Provost.

The document, once signed, should be returned to the initiating department at:

Department: Curriculum, Culture, and Educational Inquiry

Contact Person: H. James McLaughlin

Campus/Bldg./Room No. 338 Education, Boca Raton campus

Telephone No: 561-297-3965

Brief description of the document and explanation, if necessary:

Articulation Agreement between Broward College
and FAU regarding the Bachelor's degree in
Early Care and Education.

Approvals:

<u>HJMcl</u>	<u>4/11/12</u>
Signature of Initiating Department/Unit Head	Date
<u>William J. Bristol</u>	<u>4/11/12</u>
Signature of Supervisor, Chair, Dean, or Unit Head	Date
<u>[Signature]</u>	<u>4/12/12</u>
Signature of Legal Counsel	Date

Note: The submitting department should retain the original completed approval form.