



ARTICULATION AGREEMENT

This Articulation Agreement (“Agreement”) is made and entered into as of June 15, 2020 by The District Board of Trustees of Broward College, Florida (“College”) located at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, and Lynn University, Inc. a Florida not-for-profit corporation (“Educational Institution”) (collectively, the “Parties”) located at 3601 North Military Trail, Boca Raton, FL 33431, under the following terms until June 15, 2021.

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, Dean, Articulation &</u>	Contact:	<u>Michael Antonello, General Counsel</u>
Address:	<u>111 East Las Olas Boulevard</u>	Address:	<u>3601 North Military Trail</u>
	<u>Suite 418</u>		
City:	<u>Fort Lauderdale</u>	City:	<u>Boca Raton</u>
State/Zip:	<u>Florida, 33301</u>	State/Zip:	<u>Florida, 33431</u>
Phone:	<u>(954) 201- 8458</u>	Phone:	<u>(561) 237-7822</u>
Email:	<u>ybrown1@broward.edu</u>	Email:	<u>mantonello@lynn.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:

Marielena DeSanctis

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Signature

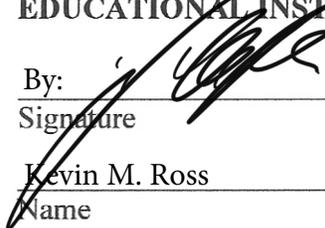
Marielena DeSanctis

Name

Provost & Sr. VP

Title

EDUCATIONAL INSTITUTION: Lynn University, Inc.

By: 

Signature

Kevin M. Ross

Name

President

Title



ARTICULATION AGREEMENT EXHIBIT "A"

To create a clear and easy pathway for all students of Broward College (hereafter, "BC") to transfer to and complete their baccalaureate degrees at Lynn University, Inc. (hereafter, "Lynn University"). This exhibit supplements the Articulation Agreement between Broward College and Lynn University dated June 15, 2020. This Agreement does not guarantee admission to Lynn University or to a specific program/major.

ARTICLE I: STUDENTS

1. Upon satisfaction of all standard requirements for admission to Lynn University undergraduate program, Lynn University will accept BC students at junior status if they have completed at least 60 semester credits of coursework eligible for transfer to Lynn University. Transferring students must have a minimum cumulative grade point average (2.5) of 4.0. Courses numbered lower than 100-level are not included in this transfer agreement. Depending on the program of study at Lynn University into which students are transferring there may be, for example, higher GPA requirements or additional documentation required. General information on Lynn University transfer requirements is currently available at: www.lynn.edu
2. BC students who have completed an Associate of Arts degree (AA) will be considered to satisfy all of Lynn University's 100 & 200 level "Dialogues" core requirement. BC students receiving an A.S. degree will be considered for transfer credits based on a course by course basis.
3. Official transcripts must be sent directly from BC Registrar's Office to Lynn University's office of undergraduate Admissions. Transcripts can be sent electronically or prepared on official BC transcript paper and must be considered official by BC.
4. Students who complete two years of full time coursework at an institution of higher education which uses English as its language of instruction, and complete the course equivalents of Lynn University's ENG 101 & ENG 102 (English composition) with a grade of C or higher will be deemed to have satisfied the English language proficiency requirements for admission to Lynn University. 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.
5. To fulfill the residence requirement for undergraduate degrees, regardless of the length of time the student has attended. BC undergraduate students must complete at least the last 25% of the degree at Lynn University.
6. Following successful completion of the program and meeting all of Lynn University's published degree and graduation requirements, Lynn University will award the student a baccalaureate degree in the program selected.
7. Admission to the Program shall be without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. Lynn University does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic

- information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with Lynn University policy concerning smoking.
8. All students admitted to Lynn University agree to abide by the regulations, rules, and statutes of Lynn University and its governmental entities.
 9. Students transferring to Lynn University from BC will receive all services normally provided to Lynn University students and will have the same rights and responsibilities afforded to all Lynn University's students. This includes the ability to apply for all relevant scholarships.
 10. Students transferring to Lynn University from BC will be responsible for normal Lynn University tuition and fees and for transportation costs to and from Lynn University. Students are responsible for all costs incurred at Lynn University, 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 Lynn University, which may be changed from time to time by Lynn University. Students must comply with all health regulations in force in Lynn University at the time of matriculation.
 11. Lynn University will accept up to 67 earned semester hours of transfer credit from BC. Lynn University will determine course equivalency for each course presented for transfer. Current BC transfer equivalencies can be found at: https://tes.collegesource.com/publicview/TES_publicview01.aspx?rid=b3d06cb3=3ba8=4214-8f35-b88f477621e5&aod=bd68cf2e-afc3=43f9-b478-3f3b-148b0b9
 12. All BC transfer students will be considered for Merit Scholarships ranging from \$7,000 - \$17,000 based on academic merit.

ARTICLE II: DIALOGUES

Perspectives and Academic Skills

Lynn University believes that a liberal arts education is an essential foundation for, and complement to, its many career – oriented programs. General education and study in the major contribute to achieving Lynn University's overall education purpose: To produce graduates who possess knowledge, confidence, competencies and ethical consciousness to assume positions of responsibility and leadership as productive, global citizens prepared for lifelong learning. General education knowledge and academic skills are developed within a diverse learning community of student and faculty in order to foster diversity of thought and provide the opportunity to integrate varied perspectives, experiences and breadth of learning. The major provides in-depth learning within a discipline or group of disciplines and further develops perspectives and academic skills.

Core Curriculum for Full Time Undergraduate Program

As an institution that excels in interactive learning and innovative pedagogies, Lynn University's core curriculum, "The Dialogues," offers students the opportunity to develop the skills, knowledge and perspective essential to their intellectual, personal and professional education. The Dialogues offers an innovative approach to general education that integrates liberal and professional study, knowledge and skills acquisition, and multidisciplinary perspectives and methods within four-year developmental and outcomes-based curricula. The origin of all learning is questioning; thinking, asking, wondering why. Whether talking to ourselves or to others, dialogue is the medium through which we all learn, create acquire and understand. At a time when the sheer

volume of information is ever increasing, the essential skills of reasoning, analysis, reflection and the art of discourse remain essential. In the aesthetic dimensions of human imagination and creation, curiosity, wonderment and inspiration arise from sensory interactions and dialogues of self-expression. In addition, for every known fact or accepted truth, there is always a need to question, to constantly ask why, or else we surrender not only our capacity to think, but also our ability to learn, change and grow. In that spirit, Lynn University's core curriculum views dialogue, philosophically and pedagogically as the basis for all learning. Using a thematic approach to the perennial questions and goals of liberal education, the core centers on three comprehensive domains of human thought, expression and action:

- Dialogues of Self and Society
- Dialogues of Belief and Reason
- Dialogues of Justice and Civic Life

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