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ARTICULATION AGREEMENT  
This Articulation Agreement ("Agreement") is made and entered into as of January 17, 2020 by  
The District Board of Trustees of Broward College, Florida ("College") located at 111 East Las Olas Boulevard, Fort  
Lauderdale, Florida 33301, and Adelphi University (“Educational Institution”) (collectively, the “Parties”) located at One  
South Avenue, Garden City, NY 11530 under the following terms until termination.  
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. SOVERIGN IMMUNITY.  
Neither Party shall be responsible for the acts of the other or for the acts of any student participating in  
the Program. Each Party shall be responsible for its own acts of negligence. Nothing herein shall be  
construed or interpreted as (l) 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  
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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. Any termination of this Agreement shall not  
relieve either Party from completing obligations in progress prior to the effective date of the termination.  
Students already accepted or enrolled in the Program as of the effective date of termination will be  
permitted to complete their programs of study.  
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 1 1 9,  
Florida Statutes.  
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.  
The parties recognize that this Agreement at all times is subject to applicable provisions, as may be from  
time to time amended, of federal, New York state, and local statutes, rules, and regulations, and policies  
and/or standards of the United States Department of Education, the New York State Department of  
Education, and the Middle States Commission on Higher Education. Any provision of law or regulation  
or judicial or administrative interpretation of same that invalidates, or otherwise is inconsistent with the  
terms of this Agreement that, in the reasonable judgment of either Party, would cause one or both parties  
to be in violation of law or regulation shall be deemed to have suspended the terms of this Agreement;  
provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent  
of this Agreement to the greatest extent possible consistent with the requirements of law and regulations.  
10. 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.  
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11. ENTIRE AGREEMENT/ANNUAL REVIEW.  
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. This  
Agreement will be subject to review by the designated administrators at both institutions on an annual  
basis to determine if any modifications to the requirements are necessary. Any additions, deletions, or  
modifications to this Agreement shall not be binding on either party unless accepted and approved in  
writing by both parties.  
This Agreement may be executed in one or more counterparts, each of which will be deemed to be an  
original, and such counterparts will together constitute the same instrument. This Agreement may be  
transmitted in electronic format and shall not be denied legal effect because it was formed or transmitted,  
in whole or in part, by electronic means. An electronic, digital or electronically transmitted signature  
(collectively, “Electronic Signature”) will be deemed an acceptable original for purposes of  
consummating this Agreement and binding the party providing such Electronic Signature.  
12. BINDING EFFECT.  
This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective  
successors and assigns.  
13. 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 or by nationally recognized overnight courier. 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 Adelphi Univeristy City:  
Contact: Controller & Associate Vice President State/Zip:  
Address: One South Avenue, Levermore 201 Phone:  
Garden City, NY 11530 Email:  
Educational Institution  
Contact: Kristen Capezza  
Address: One South Avenue  
PO Box 701  
City: Garden City  
State/Zip: NY, 1153  
Phone: 516.877.3021  
Email: kcapezza@adelphi.edu  
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or to such addresses as may be hereafter designated by notice. All notices shall be deemed delivered on  
the day delivered personally, the next business day when sent by nationally recognized overnight courier,  
three (3) business days after mailing certified mail with return receipt, or upon refusal to accept such  
notice or 4 days after mailing through normal U.S. first class mail.  
14. 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  
15. ADDITIONAL TERMS AND CONDITIONS.  
Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions.  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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 EDUCATIONAL INSTITUTION  
2020-05-07  
T16:05:18-04:00  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature Signature  
Marielena DeSanctis  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Robert DeCarlo\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name Name  
Provost & Sr. VP  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Controller & Associate Vice  
Title President  
Title  
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Exhibit “A”  
To create a clear and easy pathway for all students of Broward College (BC) to transfer to and complete their  
baccalaureate degrees at Adelphi University (AU), this exhibit supplements the articulation agreement between Broward  
and Adelphi University dated January 17, 2020.  
ARTICLE 1: STUDENTS  
1. Upon satisfaction of all standard requirements for admission to an AU undergraduate program, AU will  
accept BC students at junior status if they have completed at least 60 semester credits of coursework  
eligible for transfer to AU in the program they are applying for. Transferring students must have a  
minimum cumulative grade point average that meets AU transfer requirements for the applicable AU  
degree program which are currently available at: adelphi.edu/transfer. Students shall apply for admission  
to AU in accordance with rules, policies and procedures of AU in effect at the time of application and  
admission to any specific program or major is at the sole discretion of AU.  
2. BC students who have completed an Associate of Arts degree (A.A.) or Associate of Science degree (A.S.)  
will satisfy all the AU Core requirements. These students will be considered “AU Core Complete”.  
3. Official transcripts must be sent directly from the Broward College Registrar’s Office to AU’s Office of  
Undergraduate Admissions. Transcripts can be sent electronically or prepared on official BC  
transcript paper and must be considered official by Broward College.  
4. Students who complete the course equivalents of AU's ENG 101 (English composition) with a grade  
of C or higher will be deemed to have satisfied the English language proficiency requirements for  
admission to AU. 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 AU, the last 30 semester credits presented for the degree must be taken at AU.  
6. Following successful completion of the program and meeting all of AU's published degree and graduation  
requirements, AU will award the student a baccalaureate degree in the program selected.  
7. Student participation in this articulation protocol will be implemented in compliance with applicable federal,  
state, and local nondiscrimination laws and regulations. Admission to the Program shall be without regard to  
race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. AU 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 University policy concerning smoking.  
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8. All students admitted to AU agree to abide by the regulations, rules, and statutes of AU and its  
governmental entities, including but not limited to, the codes of conduct and academic and financial  
policies.  
9. Students transferring to AU from BC will receive all services normally provided to AU students and will have  
the same rights and responsibilities afforded to all of AU’s students. This includes the ability to apply for all  
relevant scholarships.  
10.Students transferring to AU from BC will be responsible for normal AU tuition and fees and for transportation  
costs to and from AU. Students are responsible for all costs incurred at AU, 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 AU, which may be changed from time  
to time by AU. Students must comply with all health regulations in force in AU at the time of matriculation.  
11.Adelphi University will accept up to 64 earned semester hours of transfer credit from BC provided that they  
meet AU’s transfer requirements. The minimum grade required to transfer credit is dependent on the AU  
program as set forth at adelphi.edu/transfer . Adelphi University will determine course equivalency for each  
course presented for transfer. Current BC transfer equivalencies can be found at  
https://admissions.adelphi.edu/transfer/how-to-apply/evaluating-transfer-credits/  
12.AU and BC agree to cooperate in communicating with each other and with their respective constituents about  
the relationship between the two institutions. Faculty and staff at both institutions will share the information  
provided in this agreement with interested and qualified students. AU and BC agree to provide counseling and  
advisement to students and prospective students about this partnership and the inherent benefits.  
13.BC’s promotion of AU and distribution of AU materials will be generally consistent with its treatment of other  
colleges and universities with which BC has entered into an articulation agreement. All references to AU will be  
subject to review and approval by AU.  
14.Each party will designate an individual to serve as a liaison to administer this Agreement. The administrator  
designated from AU will implement this agreement at AU and communicate changes to those parties at AU to  
whom the information is pertinent. The administrator designated by BC will fulfill the same role for BC.  
15.Both Parties acknowledge that they are each bound by the confidentiality and privacy provisions of the Family  
Educational Rights and Privacy Act of 1974, as amended and may be further amended from time to time and  
the regulations promulgated thereunder (“FERPA”). The Parties acknowledge that, in the offering and  
administration of the Program, will require the exchange of certain student information from their educational  
records by and between AU and BC. Before such records are released and/or shared, the Parties shall obtain  
permission for such release and sharing from each student as is required by FERPA.