

Sherman College of Chiropractic

CURRICULUM AGREEMENT

Between

Sherman College of Chiropractic

and

Palm Beach State College

Sherman College of Chiropractic (SCC) and Palm Beach State College (PBSC) hereby enter into the following agreement governing the matriculation to SCC of PBSC graduates with an Associate in Arts degree. This agreement is in effect for the PBSC graduates who completed their Associate in Arts (AA) degree plus 30 credits who apply and are accepted into the pre-chiropractic program leading to a Doctorate of Chiropractic degree. Further, the agreement is subject to SCC's and PBSC's continued compliance with all rules and regulation of the Southern Association of Colleges and Schools (SACS) and all other accrediting bodies.

Palm Beach State College will:

1. Communicate to AA graduates that when they transfer to the SCC Doctorate of Chiropractic degree they are subject to all SCC and any other applicable state regulations, policies and undergraduate admission and graduation requirements and standards.
2. PBSC will facilitate promotion of this agreement in various ways. This includes:
 - a. Allowance of SCC Doctorate of Chiropractic program recruitment personnel to attend college recruitment functions to speak to students or alumni of the College.
 - b. Allowance of SCC Doctorate of Chiropractic program recruitment personnel to meet with PBSC academic advisors to ensure proper information is provided to PBSC students.
3. Share the following Doctorate of Chiropractic admission requirements to Sherman College of Chiropractic with PBSC students:
 - a. Recommend PBSC students apply one year in advance of intended starting date.
 - b. Meet the required 90 semester hours while maintaining a cumulative grade point average of a 2.75 on a 4.00 grading scale. Preferences will be given to those earning a 3.0 or better.
 - c. Satisfy all other requirements as prescribed in the Sherman College of Chiropractic catalog.

For PBSC's Associate in Arts graduates admitted to the Doctor of Chiropractic pre-chiropractic program, SCC will:

1. Accept no fewer than 90 credits to meet the admission requirements for the Doctor of Chiropractic degree. Courses taken at PBSC for completion of the Associate in Arts, in addition to designated additional credits, will satisfy the admission requirements for the admission requirements for the Doctor of Chiropractic degree at SCC.
2. SCC will accept courses taken at PBSC in which students received a grade of "C" or higher.
3. Periodically, review the performance of PBSC graduates who matriculate at SCC by assessing student's academic preparation and their success at SCC. This date will serve as a criterion for renegotiations of this agreement at the end of a two year period.

As part of the agreement, PBSC and SCC will:

1. Publicize this agreement among its students and faculty pursuant to and in compliance with the terms and conditions contained herein.
2. In all joint or individual promotions of this agreement, identify PBSC as the provider of the AA degree, and SCC as the provider of the Doctorate in Chiropractic degree.
3. Monitor the academic performance of students enrolling under this agreement. Identify problems and work cooperatively to adjust details of course sequence and content so that students can transfer with no academic disruptions.
4. Arrange articulation meetings to identify major course equivalencies between SCC and PBSC and to train staff on the terms of this agreement.
5. Notify each other concerning any contemplated curricular changes that would affect the future of this agreement. Any curricular changes implemented by PBSC affecting PBSC's AA degree will result in a reevaluation by SCC of credit transferability as set forth in the program attachments and as noted herein.

General Conditions

1. Length of Agreement. This agreement will be effective for a two year period from the date of signatures below after which time a one year renewal can be negotiated upon positive evaluation of the collaboration under the agreement.
2. 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.
3. 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.
4. Use of Logo or Trademark. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning this agreement, or use the name, logos, or trademarks of the other party, or any version, abbreviation or representation of them, in any advertising, publicity of any kind, including but not limited to fundraising, without the permission of the party whose name logo or trademark is sought to be used. Notwithstanding the foregoing, the parties may make factual statements during the term of this agreement to the general effect that this agreement exists, that it is between the parties and that its purpose is to facilitate the enrollment of PBSC graduates into Sherman College Doctor of Chiropractic degree program.

5. 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.
6. 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 SCC with the directives of the President or academic leadership at SCC, the Statutes governing SCC, or the policies of the Board of Trustees of SCC, or by PBSC in accord with the directives of the PBSC Board of Trustees or State Board for Florida Colleges. 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.
7. Termination Impact on Students. If this agreement is terminated by either party, it will not affect students who have already been accepted and enrolled into either the PBSC AA degree or the SCC DC program. However, students enrolled in the PBSC associate program must successfully complete the program requirements and transfer to the SCC DC program within three years after the effective date of the termination of this agreement.
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 Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
9. 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.
10. 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.
11. 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.
12. 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.

13. **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.
14. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and South Carolina. 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 Fifteenth Judicial Circuit of Palm Beach County, Florida.
15. **Binding Effect.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.
16. **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 PBSC or SCC.
17. **Independent Contractor.** The parties enter this agreement as independent contractors and neither party shall have the right or ability to obligate, bind or speak for the other. Each party is obligated for its own taxes, insurance and benefits to its respective employees and no employee, agent or subcontractor for either party shall seek payment or benefits of any kind from the other party.
18. **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.
19. **Place of Performance.** All obligations of PBSC and SCC under the terms of this Agreement are reasonably susceptible of being performed in Palm Beach County, Florida and Spartanburg County, South Carolina and shall be payable and performable Palm Beach County, Florida and Spartanburg County, South Carolina.
20. **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.
21. **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.

22. 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:

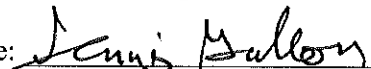
Palm Beach State College	Sherman College of Chiropractic
Kathleen A. Gamble Academic Coordinator Palm Beach State College MS#52 4200 S. Congress Avenue Lake Worth, FL 33461-4705	Kristy Shepherd Senior Director of Enrollment Services Sherman College of Chiropractic PO Box 1452 Spartanburg, SC 29304

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

This Articulation Agreement between the Sherman College of Chiropractic and Palm Beach State College was accepted and approved by the participating entities on this _____ day of _____, 2014.


Signature of Responsible Authority at the Cooperating Institutions:

Palm Beach State College

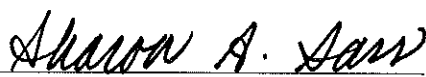
Signature: 
 Dennis P. Gallon, Ph.D.
 President

Date: 8/18/14

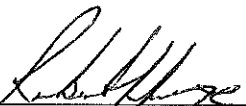
Sherman College of Chiropractic

Signature:  - D.C.
 Edwin Cordero, D.C.
 President

Date: 8/18/14

Signature: 
 Sharon A. Sass, Ph.D.
 Vice President of Academic Affairs

Date: August 18, 2014

Signature: 
 Robert Irwin, D.C.
 Vice President for Academic
 Affairs/Provost

Date: 8/18/14