

ARTICULATION AGREEMENT

BETWEEN

FLORIDA KEYS COMMUNITY COLLEGE, KEY WEST, FLORIDA

AND

FLORIDA INTERNATIONAL UNIVERSITY, MIAMI, FLORIDA

This Agreement is entered into this ____ day of _____ 2013 (the "Effective Date," which shall be the date this Agreement is fully executed), by and between **Florida Keys Community College ("FKCC")**, whose business address is 5901 College Road, Key West, FL 33040, and **The Florida International University Board of Trustees**, by and on behalf of the **Chaplin School of Hospitality and Tourism Management ("CSHTM")** at **Florida International University ("FIU")**, whose business address is Modesto A. Maidique Campus, 11200 S.W. 8th Street, Miami, Florida 33199.

WHEREAS, in 1971, the Florida Statewide Articulation Agreement was approved by the Florida Board of Education and under the Articulation Agreement, a student who receives the Associate in Arts ("AA") degree from a Florida public community college is guaranteed admission to upper-division status, with the exception of limited access programs¹. Students who receive the AA are classified as juniors and have satisfied the University's general education requirements.

WHEREAS, The purpose of this Agreement is to facilitate the transfer of students who obtain an AA degree following the Hospitality and Tourism Management Transfer Plan from FKCC into the Bachelor of Science in Hospitality Management at FIU.

NOW THEREFORE, in consideration of the mutual covenants provided herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by FIU and FKCC (hereafter known as the "**Parties**"), the Parties hereby agree as follows:

I. Duties and Responsibilities

FKCC and FIU agree to perform the following duties and responsibilities to facilitate the transfer of FKCC students into FIU's **Bachelor of Science in Hospitality Management ("BSHM")**:

- A. The student who has received an FKCC AA degree following the Hospitality and Tourism Management Transfer Plan will be accepted directly from FKCC into FIU's BSHM. Courses specified in **Appendix A** will meet requirements of the BSHM.

¹ The "Statewide Articulation Manual," which references and details the Articulation Agreement, was updated/revised October 2011 and can be found at: <http://www.fldoe.org/articulation/pdf/statewide-postsecondary-articulation-manual.pdf>.

- B. By completing the AA degree, the FKCC transfer student would satisfy the state-mandated 36-hour general education requirements.²
- C. FIU will accept in transfer a *maximum* of 60 credits from the FKCC student's AA degree.
- D. Admitted FKCC students shall be subject to FIU's admission and graduation requirements as specified in the FIU course catalog of the year in which they are accepted at FIU.
 - (1) Once accepted at FIU, the student would need to complete a *minimum* of 60 credits.
 - (2) Students need a minimum total of 120 credits in order to attain the BSHM.
 - (3) All students must meet FIU's Foreign Language requirement.
 - (4) All students must meet FIU's requirements regarding the successful completion of two (2) courses that satisfy the Global Learning (GL) initiative of FIU's Quality Enhancement Plan (effective as of fall 2011 for students transferring to FIU). In view that the CSHTM has two (2) GL courses embedded into its curriculum, students would complete GL as part of their program requirements.
- E. FIU will, to the best of its ability, counsel and advise FKCC students in regards to FIU's admission process; CSHTM's academic advisors and enrollment coordinators would provide assistance.

II. Admission, Degree and Graduation Requirements

- A. Students must individually apply to FIU admission and meet all FIU requirements. He/she would transfer to FIU where he/she must satisfactorily complete his/her remaining CSHTM and FIU degree requirements in order to earn the BSHM degree. CSHTM and FIU graduation requirements apply to all students equally, including those transferring from FKCC. These requirements are subject to revision as and when needed, in order to comply with curricular changes at the CSHTM and FIU and to meet accreditation and State of Florida requirements.
 - (1) Applicants to the CSHTM must submit to FIU an Undergraduate Application for Admission and follow the regular FIU admission procedures described in the FIU Undergraduate Admissions website (click on "How to Apply"). Applicants must be eligible for admission to the University before receiving admission to the CSHTM.

² The State of Florida General Education requirements are currently undergoing revision. Once the General Education requirements have been mandated, this Agreement would need to be modified to conform, as necessary, to the mandate.

B. To learn more about the degree requirements, refer to [http://hospitality.fiu.edu/programs.asp?programs=bachelor science hospitality management](http://hospitality.fiu.edu/programs.asp?programs=bachelor%20science%20hospitality%20management)

C. Graduation Requirements:

- (1) The FIU and CSHTM graduation requirements are detailed in the FIU undergraduate catalog and include, but are not limited to the following (*these requirements are subject to modification*):
- Completion of a minimum of 60 upper-level division credits—students need a minimum total of 120 credits in order to attain the BSHM; and,
 - Attainment of an overall GPA of 2.0.
- (2) Only those courses that are taken at FIU will be used to calculate the FIU cumulative grade point average.

D. Other terms of this Agreement include:

- (1) All academic rules and requirements stated in the undergraduate catalog of FIU will govern the terms of student transfers from FKCC to FIU.
- (2) Credits earned by students at FKCC are eligible for transfer to FIU as per The Florida International University Board of Trustees' rules, policies and procedures. Once admitted, students must comply with FIU's rules and regulations.
- (3) FIU maintains the prerogative of reexamining the courses (and related content) that would fulfill any CSHTM requirement. In the case that FIU modifies any courses or course content, students would be responsible for completing requirements at FIU if FKCC does not modify content as necessary to maintain CSHTM equivalency. FKCC also reserves the right to modify its course offerings. Any change in FKCC's course offerings would need to be communicated to the CSHTM without delay.

III. Cost of the Program

- A. The cost of the program is based on tuition per credit hour and University fees.

IV. Additional Provisions

- A. Student Discipline: Once admitted, the FIU Student Conduct Code and other policies and regulations regarding academic and behavioral discipline, as contained in the FIU Student Handbook, shall apply.
- B. Internships and Career Services: All participants in the articulation program will have access and full rights to the services provided by the CSHTM and FIU.

- C. Except as otherwise authorized in writing by the CSHTM or FIU, FKCC shall do business in its own name and shall not trade upon the name or credit of CSHTM and FIU. All brochures, advertisements, website materials, or other solicitations for the program that include reference to FIU or its CSHTM, regardless of medium and language, shall be subject to FIU's *prior* written approval. All information posted on websites and promotional materials must be updated regularly and accurately to reflect the nature and requirements of this Agreement. The Parties agree that upon FIU's request, any information presented by the other Party in its publications and advertisements, including website information that is inaccurate or not supported by facts, regardless of the language used, shall be immediately retracted and/or withdrawn. This Agreement confers no rights upon FKCC to use the logos, marks and likeness of FIU in any advertising except as authorized by FIU in writing.
- D. Except as otherwise authorized in writing by FKCC, CSHTM at FIU shall do business in its own name and shall not trade upon the name or credit of FKCC. All brochures, advertisements, website materials, or other solicitations for the program that include reference to FKCC, regardless of medium and language, shall be subject to FKCC's *prior* written approval. All information posted on websites and promotional materials must be updated regularly and accurately to reflect the nature and requirements of this Agreement. The Parties agree that upon FKCC's request, any information presented by the other Party in its publications and advertisements, including website information that is inaccurate or not supported by facts, regardless of the language used, shall be immediately retracted and/or withdrawn. This Agreement confers no rights upon CSHTM or FIU to use the logos, marks and likeness of FKCC in any advertising except as authorized by FKCC in writing.
- E. Neither FIU nor FKCC may use the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) logo in connection with this Agreement. The use of this logo is reserved exclusively for SACSCOC.
- F. *Force Majeure.* If, as a result of an act of *force majeure*, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality or other occurrence beyond the reasonable control of either organization, either FKCC or FIU is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that organization shall have the right, upon notifying the other of the occurrence of *force majeure* as herein defined, to suspend or postpone performance of the activity until the event of the *force majeure* has passed. In the event that either FKCC or FIU is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of educational programs and services, FIU and FKCC would have at least one (1) month to coordinate the resumption of activities per this Agreement.

- G. Indemnification. FKCC shall indemnify and hold CSHTM, FIU, its officers, directors, employees and agents harmless against any claim, including costs and reasonable attorney's fees, in which FIU is named as a result of the negligent or intentional acts or failure to act by FKCC, its employees or agents (including subcontractors), while performing its obligations pursuant to this Agreement. Nothing herein is intended to alter or waive FIU's entitlement to sovereign immunity, or to extend the FIU's liability beyond the limits established in Section 768.28, Fla. Stat.
- H. Independent Contractor. In the performance of their obligations under this Agreement, each Party is at all times acting and performing as an independent contractor with respect to the other Party, and no Party shall have or exercise any control or direction over the method by which the other Party shall perform such work or render or perform such services and functions. It is further expressly agreed that no work, act, commission or omission of any Party, its agents, servants or employees, pursuant to the terms and conditions of this Agreement, shall be construed to make or render any party, its agents, servants or employees, an agent, servant, representative, or employee of, or joint venture with, the other Party.
- I. Enforceability. In the event that one (1) or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations of the State of Florida, such provision will not have any effect on the validity of the remainder of this Agreement which shall be construed as if such unenforceable provision was never contained in this Agreement.
- J. Term. The term of this Agreement shall be for three (3) years commencing on the latest date of execution by the Parties. The Agreement will be reviewed in a year-and-a-half (1.5) to assess results and enact improvements, as necessary. The Agreement may be renewed for additional periods of time upon the mutual written consent of the Parties subject to such terms and conditions as the Parties shall determine in writing.
- K. Waivers. It is expressly understood that if either Party, on any occasion, fails to perform any term of this Agreement, and the other Party does not enforce that term, the failure to enforce on that occasion shall not constitute a waiver of that term by the other Party. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- L. No Implied Modifications. This Agreement sets forth the full and complete agreement of the Parties, and both Parties warrant that there have been no promises, obligations or undertakings, oral or written, other than those set forth herein.
- M. Modification. This Agreement cannot be amended or otherwise modified except as agreed to in writing by each of the Parties hereto. Modification may be required as a result of impending changes made to General Education requirements in the State of Florida in terms of their implementation. At the time of implementation, both Parties will review said changes and make adjustments, if necessary, and as appropriate.

- N. **Governing Law.** The performance of this Agreement is subject to the Constitution and laws of the USA and of the State of Florida and the regulations of the Florida Board of Governors, and The Florida International University Board of Trustees and Florida Keys Community College Board of Trustees. .
- O. In the event of any legal or equitable action arising under this Agreement, the venue of such action shall lie exclusively within the state courts of Florida located in Miami-Dade County, Florida, or the United States District Court for the Southern District of Florida, and the Parties hereto specifically waive any other jurisdiction and venue.
- Q. **Assignment.** Neither Party may assign, delegate or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party.
- R. **Public Records.** Notwithstanding any other provision of this Agreement, nothing contained herein shall prohibit FIU from complying with the provisions of Florida's Public Records Law contained in Chapter 119 of the Florida Statutes. FIU may terminate this Agreement at any time for refusal by FKCC to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by FKCC in conjunction with this Agreement.
- S. This Agreement is designed solely to facilitate the development of mutually beneficial and collaborative initiatives. Each Party shall bear any cost it may incur in the implementation of this Agreement.
- T. This Agreement may be terminated without cause by either Party upon six (6) months' advance written notice. Notwithstanding this provision, the termination of this Agreement by either Party will not affect students who have already been accepted and enrolled into either the FKCC AA or FIU's BSHM programs. Students enrolled, however, in the FKCC AA in Hospitality and Tourism Management Transfer Plan must successfully complete the program requirements and exercise their right to transfer to FIU within two years after the effective date of termination of this Agreement.
- U. In the event of a breach of this Agreement, the non-breaching Party shall provide 30 days' advance written notice of its intent to terminate this Agreement. The breaching Party shall be given the opportunity to cure the breach within that time. If the breach is not cured or reasonable assurance of the ability to cure is not given or is not accepted, then the termination shall be effective at the end of the 30-day period.
- V. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified US mail, postage prepaid, addressed to the Parties as set forth on page 1 hereof (except that a Party may, from time to time, give notice of a change of the address for this purpose).

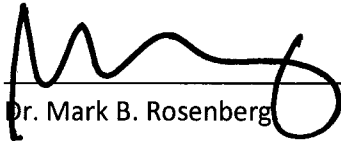
If to FKCC: Frank Wood, D.B.A.
Program Director
Business Administration/Hospitality Management
Florida Keys Community College
5901 College Road
Key West, FL 33040

If to FIU: Diann Newman, Ed.D.
Assistant Dean for Student Services
Chaplin School of Hospitality and Tourism Management
Florida International University
3000 NE 151 Street
North Miami, Florida 33181

This Agreement will be amended, as necessary, to comply with regulations or policies of FKCC, the Florida College System, FIU, the Florida Board of Governors and/or SACSCOC, as they might be revised from time to time.

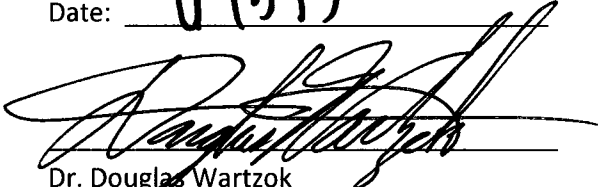
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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES:**



Dr. Mark B. Rosenberg
President

Date: 6/13/13



Dr. Douglas Wartzok
Provost and Executive Vice President

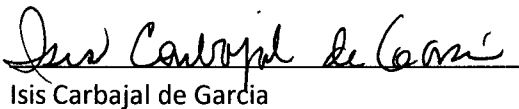
Date: 4/1/13



Dr. Mike Hampton
Dean
Chaplin School of Hospitality and Tourism
Management

Date: 24 May 2013

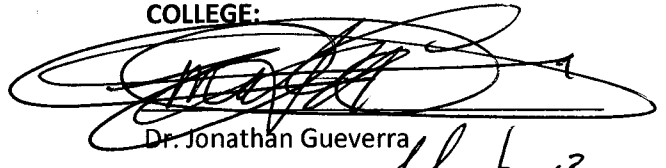
Approved as to the form and legal sufficiency:



Isis Carbajal de Garcia
Deputy General Counsel

Date: 5/17/13

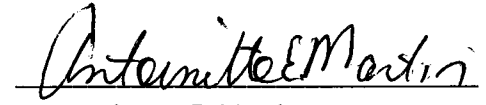
**THE FLORIDA KEYS COMMUNITY
COLLEGE:**



Dr. Jonathan Gueverra
President

06/24/13

Date: _____



Dr. Antoinette E. Martin
Chair
District Board of Trustees

Date: 6/25/13

Appendix A

The Associate of Arts with Hospitality and Tourism Management transfer plan coursework is transferable to FIU and meets all *current* General Education requirements. FKCC courses are transferable as outlined in the chart below.

FIU will accept the following Hospitality and Tourism Management requirements transferred from FKCC:

FLORIDA KEYS COMMUNITY COLLEGE		FLORIDA INTERNATIONAL UNIVERSITY	
ECO 2021	Macroeconomics	ECO 2013	Macroeconomics
SPC 1680	Introduction to Public Speaking	SPC 2608	Public Speaking
STA 2023	Introduction to Probability/Statistics	STA 2122	Introduction to Statistics
HFT 1002	Intro to Hospitality and Tourism Mgmt.	HFT 1000	Intro to Hospitality and Tourism Mgmt.
MAN 1300	Intro to Human Resources Mgmt.	HFT 2220	Human Resources Mgmt. for Hospitality
ACG 2021	Financial Accounting	HFT 2401	Accounting for Hospitality Industry
HFT 2500	Marketing for Hospitality/Tourism*	HFT 3503	Marketing in the Hospitality Industry
CGS 1100	Introduction to Computer Applications	HFT 2441	Hospitality Information Technology

* If this course is completed at FKCC, students would need to take an additional Global Learning course from FIU's Chaplin School of Hospitality and Tourism Management instead of Marketing in the Hospitality Industry (HFT 3503).

For FKCC students who have work experience in the Hospitality industry, FIU would also accept up to 500 hours towards the 1000-hour work experience requirement.