ARTICULATION AGREEMENT  
BETWEEN  
FLORIDA KEYS COMMUNITY COLLEGE  
AND  
HODGES UNIVERSITY  

WHEREAS, Florida Keys Community College (FKCC), and Hodges University (HU), desire to work together in order to provide for the matriculation of FKCC Associate Degree Graduates into HU’s Baccalaureate degree programs as more specifically set forth herein;  

WHEREAS, FKCC and HU agree to be bound by the terms of this Agreement, but also agree to work in good faith with each other as any particular situation or situations may arise for the benefit of their students;  

WHEREAS, it is FKCC and HU’s intention that this Agreement facilitate a seamless transition from the Associate program at FKCC to the Baccalaureate program at HU; and  

WHEREAS, it is anticipated that HU shall provide the academic program and FKCC shall provide the facilities and related physical and/or student support, as specifically set forth herein.  

NOW, THEREFORE, in consideration of mutual promises, covenants and conditions contained herein, FKCC and HU agree as follows:  

Article 1. Agreement on General Principles.  

1.1 FKCC and HU agree that they shall each maintain regional accreditation and, if at any point, either FKCC or HU should lose its regional accreditation, this Agreement shall be terminated as hereinafter provided.  

1.2 While the institutions’ academic calendars may differ, FKCC and HU shall cooperate with each other reasonably in an effort to coordinate course offerings and class schedules.  

1.3 Policies and procedures governing student academic concerns shall be those of HU. Academic concerns are defined as issues relating to admission, course registration, transfer of credit, transcripts, grades, testing, faculty, and others relating to the students’ pursuit of a degree. Policies and procedures governing student conduct shall be those of FKCC. The student code of conduct and responsibility is defined in the FKCC catalog. FKCC and HU agree to cooperate reasonably where each may have an interest in the issue in question.
1.4 The transfer of credits shall be governed by the transfer policies of FKCC and HU, respectively; provided, however, that FKCC and HU shall cooperate with each other to the extent their respective policies allow in order to facilitate the transfer of credits and the seamless transition of Associate to Baccalaureate degrees contemplated in this Agreement.

1.5 FKCC students shall be eligible for admission and transfer into the Baccalaureate programs according to the plan described in Appendix A: Approved Programs, attached hereto, providing such students meet the specified requirements of HU.

1.6 HU’s residency requirements for the programs offered pursuant to this Agreement will be met by the courses provided by HU at FKCC campuses.

Article 2. Agreement on Programs.

2.1 It is agreed that HU will offer Baccalaureate degrees at FKCC in the curriculum areas specified in Appendix A: Approved Programs, attached hereto. HU further agrees to offer requisite courses in a timely manner such that a full-time student who has earned an Associate Degree at FKCC may, generally, following the standard transfer curriculum, earn a Bachelor’s Degree in that program in a two or three-year period, recognizing that certain courses may have to be scheduled at locations other than on FKCC campuses on a mutually agreed basis.

2.2 HU may employ FKCC qualified faculty where feasible to assist in the instructional delivery of courses.

2.3 A completed Associate Degree is the requirement for transition from FKCC to HU’s Baccalaureate program.

Article 3. Agreement on Program Operations.

3.1 HU will assign appropriate faculty and staff in order to deliver its courses at FKCC. However, it is understood that no joint employer relationship between FKCC and HU is implied or intended by this Agreement.

3.2 HU shall be fully responsible for the supervision and evaluation of the faculty and staff which it assigns to FKCC.

3.3 HU shall assume responsibility for financial aid services for students enrolled at FKCC.

3.4 HU will provide FKCC with timely class schedules based on FKCC publication deadlines, for publication in the FKCC schedule of classes.
3.5 FKCC will coordinate with HU regarding the development of other publications.

3.6 FKCC and HU staff will cooperate and coordinate with one another regarding joint program information, communication and public relations activities.

3.7 Use of any and all FKCC facilities and services shall be subject to FKCC’s written policies and procedures.

3.8 HU agrees that it shall instruct all of its employees and representatives that they shall be expected to conduct business in a professional manner, and to abide by the same rules of conduct applicable to personnel at FKCC, at any and all times when present on FKCC campuses or otherwise participating in any activity related to this Agreement. FKCC reserves the right to require HU to remove any HU employee or representative from its campuses upon FKCC’s reasonable request.

3.9 HU will be responsible for ensuring that students have access to required texts and course materials for the courses for all programs identified in Appendix A: Approved Programs, attached hereto. HU agrees to make all texts and other course material available through the FKCC bookstore, the HU bookstore, or through other sources readily available to students in the community.

3.10 Students enrolled in HU programs offered at FKCC shall have full access to the Learning resources at FKCC and at HU. Policies and procedures of the host library will apply to all matters relating to borrowing privileges. FKCC and HU agree to cooperate in order to ensure that all students and faculty members have access to a broad range of learning resources in order to support the purpose and programs offered at FKCC. FKCC and HU further agree to the provisions of the Learning Resources Agreement attached hereto as Appendix C.

Article 4. Agreement on Facilities, Charges and Services.

4.1 The rental and service fees applicable to this Agreement are detailed in Appendix B, attached hereto.

4.2 FKCC will make available a designated space for HU on FKCC’s Key West Campus. HU will be responsible for providing furnishings, computer equipment, telecommunications expenses and office supplies.

4.3 All rental and service fees will be reviewed annually, with any adjustments and modifications to be memorialized by written modifications to Appendix B. FKCC reserves the right to assess other or different fees in the future for facilities and services, of which HU will be informed in writing prior to implementation.
4.4 All state and local codes regarding OSHA, smoking, etc., will be observed. This will include FKCC’s parking and security arrangements, as well as emergency procedures, including school closings.

4.5 In relation to the American with Disabilities Act, it is FKCC’s and HU’s intent that FKCC shall be responsible for the physical aspects of its buildings and facilities, but that if particular accommodations are necessary for a given student, that it shall be the responsibility of the institution teaching the class in question to be responsible, both financially and otherwise, for any particular accommodation that may be so required.

4.6 Within one week of execution of this Agreement, HU will provide FKCC with a copy of HU’s insurance certificate describing, at a minimum, its comprehensive general liability, auto and workers’ compensation insurance for its employees. HU shall thereafter provide such certificates to FKCC whenever FKCC may request same from time to time.

4.7 HU agrees that at all times during the term of this Agreement it shall maintain in full force and effect, at HU’s sole cost and expense, liability insurance coverage with minimum limits of $250,000.00 for personal injury, $1,000,000.00 per occurrence, and $100,000 for property damage. HU shall name FKCC as an additional insured thereof.

4.8 If at any time during the term of this Agreement FKCC determines that the foregoing limits of insurance coverage are not adequate, FKCC shall notify HU of same and request that HU increase such limits, subject to the provisions of Article 5 hereof.

4.9 Within one week of the execution of this Agreement, FKCC will provide HU with a copy of FKCC’s insurance certificate describing at a minimum, its comprehensive general liability, auto and workers’ compensation insurance for its employees. FKCC shall thereafter provide such certificates to HU whenever HU may request same from time to time.

4.10 FKCC agrees that at all times during the term of this Agreement, it shall maintain in full force and effect, at FKCC’s sole cost and expense, liability insurance coverage with minimum limits of $250,000.00 for personal injury, $1,000,000.00 per occurrence, and $100,000 for property damage.

4.11 If at any time during this Agreement HU determines that the foregoing limits of insurance coverage are not adequate, HU shall notify FKCC of same and request that FKCC increase such limits, subject to the provisions of Article 5 hereof.

4.12 HU hereby agrees to indemnify, defend and hold harmless FKCC, its officers, directors, employees, students, volunteers, agents, servants and representatives, from and against any and all claims, and all costs, including reasonable
attorneys’ fees, expenses and liabilities, incurred in connection with any and all claims, actions or proceedings that arise of or relate to: (a) any accident, injury, loss or damage whatsoever to any person or property as a result of HU’s class operations on FKCC campuses; (b) the use and/or occupancy of HU of any and all FKCC facilities; and/or (c) any negligent or intentional act or omission whatsoever of HU, or of any employee, agent, licensee, invitee, servant, or representative of HU, that in any way arises out of or relates to this Agreement or the programs or activities contemplated by this Agreement.

4.13 It is understood that all of HU’s personal property of any kind, nature or description whatsoever kept, stored or maintained in or upon any FKCC facility shall be kept, stored or maintained at the sole risk and responsibility of HU.

4.14 HU will not permit any activity on or locate any goods or items in any FKCC Facility or campus which might increase the insurance rates or invalidate the insurance on FKCC’s facilities utilized by HU.

Article 5. Termination of Agreement.

5.1 FKCC and HU are committed to the concept of a long-standing agreement. This Agreement may be modified, but only in writing, as the parties deem fit over the course of time in order to deal with new and changing situations, different course offerings, etc. Amendments may be formal written modifications or may be in the form of letters signed by duly authorized representatives of FKCC and HU.

5.2 The foregoing notwithstanding, either FKCC or HU may terminate all of the portions of this Agreement by providing no less that six months’ advance written notice to do so, unless the parties agree otherwise; provided, however, that all students enrolled at FKCC in programs pursuant to this Agreement, will be allowed to finish the semester in which they are enrolled at FKCC, and permitted to complete their degree at the home camps of HU, if otherwise appropriate.

FLORIDA KEYS COMMUNITY COLLEGE

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HODGES UNIVERSITY

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