

ARTICULATION AGREEMENT

BETWEEN

FAIRLEIGH DICKINSON UNIVERSITY

AND

BROOKDALE COMMUNITY COLLEGE

On this 8/28/2018 Fairleigh Dickinson University (“FDU”) and Brookdale Community College enter into this Articulation Agreement (“Agreement”) hereby agree to establish a program that enables certain qualified students from College to attend FDU in certain undergraduate degree programs and specific graduate programs (hereafter defined as the "Program").

FOR AND IN consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

**Transfer Terms:**

The parties agree that those individuals who receive a Brookdale Community College A.A.S. degree in Culinary Arts and meet all of the criteria listed below, will be accepted at Fairleigh Dickinson University into the Bachelor of Arts in Individualized Studies with a specialization in Hospitality Management.

Fairleigh Dickinson University, through its B.A. in Individualized Studies with a specialization in Hospitality program currently offered on the Florham and Metropolitan Campus in the Petrocelli College of Continuing Studies, International School of Hospitality and Tourism Management agrees to:

- accept up to 64 transfer credits as part of the A.A.S. in Culinary Arts from Brookdale Community College to meet the course requirements in the B.A. in Individualized Studies with a specialization in Hospitality Management program as outlined in Appendix A, with a grade of “C” or better. (Appendix A will be revised periodically, or as necessary to reflect curriculum changes.)
- enroll students into the B.A. in Individualized Studies with a specialization in Hospitality Management program using the curriculum requirements that are in effect at the time of their entry into Fairleigh Dickinson University

**Criteria:**

Admissions standards for students entering into the Program from Brookdale Community College will be consistent with FDU policies.

The additional criteria that shall be met by students seeking to transfer credits from the A.A.S. in Culinary Arts at Brookdale Community College to the Bachelor of Arts in Individualized Studies with a specialization in Hospitality Management program is as follows:

- The student will have received an A.A.S. in Culinary Arts from Brookdale Community College.
- The student's cumulative grade point ratio at Brookdale Community College must be 2.0 or higher.
- A grade of "C", or better, is required in all courses to be applied toward the bachelor's degree.
- Students will adhere to Fairleigh Dickinson University's B.A. in Individualized Studies with a specialization in Hospitality Management curriculum requirements that are in effect at the time of their entry into Fairleigh Dickinson University.
- Students must submit a formal application to Fairleigh Dickinson University.
- Students will be required to meet all of the Fairleigh Dickinson University transfer requirements in effect at the time of their application to the University.

### **Term**

1. This Agreement will become effective August 28, 2018 and shall terminate on June 30, 2022 ("Term").
2. This Agreement may be terminated as follows:
  - a. Either party may terminate this Agreement if the other party breaches any term, or provision of this Agreement which breach is not cured within thirty (30) days after receipt of written notice of the breach (or, in the case of any breach which cannot reasonably be expected to be cured within thirty (30) days, if the breaching party fails to commence such cure within thirty (30) days or fails to prosecute such cure to completion with due diligence within ninety (90) days); or
  - b. By either party upon prior written notice for any reason. Such termination shall be effective at the close of the then current semester.
  - c. If this Agreement is terminated as described above, FDU shall take reasonable steps to assure completion of any then ongoing classes that are part of the Program but shall not offer or begin any new classes.

### **Responsibilities:**

Both Brookdale Community College and Fairleigh Dickinson University agree to the following responsibilities:

- Both parties may inform potential students about the program. Examples of possible informational activities may include, but are not limited to, media announcements, brochures or flyers, information sessions for students at Brookdale Community College.
- Individualized advising will be provided for students interested in the Program by:
  - FDU Advisement Contact: Joseph Tormey, 201-692-7271, tormey@fdu.edu
  - Florham Campus: Ruth Hladyk, 973-443-8272, hladyk@fdu.edu
  - Metropolitan Campus: Dr. Kirsten Tripodi, 201-692-7278, kirsten@fdu.edu

**Notice.** Every notice required or permitted under this Agreement shall, unless otherwise specifically provided herein, be given in writing and may be sent by either United States Postal Service Certified Mail, return receipt requested, or by reputable overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery. All notices shall addressed by the party giving, making or sending the same to the at the address set forth below or to such other address as either party may designate from time to time by a notice given to the other party.

Notice shall be deemed to be given upon receipt, provided, however, that in the event a party shall refuse to accept delivery, the notice shall nevertheless be deemed to be given upon the date of refusal to accept delivery. Notwithstanding the above, a notice of change of address shall not be effective until received.

Fairleigh Dickinson University  
1000 River Road  
Teaneck, New Jersey 07666  
Attn: General Counsel

Brookdale Community College  
765 Newman Springs Road  
Lincroft, New Jersey 07738  
Attn: Dr. Matthew Reed  
Vice President for Learning

**Non Discrimination.** The parties to this Agreement hereby agree that they shall not unlawfully discriminate on the basis of race, color, creed, national origin, ancestry, disability, marital status, gender, sexual orientation, handicap, age, pregnancy status or veteran status in connection with this Agreement and that each shall fully comply with all Federal and State statutes, and all rules and regulations promulgated thereunder, concerning discrimination in connection with their respective obligations pursuant to this Agreement.

**FERPA.** College acknowledges that it may obtain contact information for FDU student(s) and/or FDU faculty. College shall only use the obtained contact information to fulfill its obligations under this Agreement and agrees not to release any information in the student or faculty profile to any third party. To the extent College is in possession of any student record or information, College shall treat same in accordance with all applicable federal, state and local laws, including, but not limited to the Family Educational Rights and Privacy Act.

**Miscellaneous.** The Director of FDU's International School of Hospitality and Tourism Management shall serve as the main contact for the Program for FDU. Michelle Zuppe shall serve as the main contact for the Program for Brookdale Community College.

This Agreement shall be governed and controlled by the laws of the State of New Jersey and any litigation with respect thereto shall be brought in the courts of the State of New Jersey. Both parties consents and submits to the jurisdiction of the courts located within the State of New Jersey. If any provision of this Agreement is declared invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions of this Agreement, including the remaining default remedies, shall be given effect in accordance with the manifest intent of the parties hereto.