



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** ("MOU") is entered into on November 13, 2020 (the "**Effective Date**," which shall be the date this MOU becomes fully executed), by and between Montgomery College (hereafter referred to as "MC") located in Montgomery County, Maryland and **The Florida International University Board of Trustees**, on behalf of **Florida International University** (hereafter referred to as "FIU"). FIU is a member of the State University System of the State of Florida and is located in Miami, Florida, **United States of America** ("USA"). MC and FIU are hereafter individually referred to as the "**Party**" or collectively as the "**Parties**." The Parties agree to explore the possibility of developing the highest quality programs to advance the needs of FIU and MC.

Both institutions recognize the following commonalities:

1. The compatibility of the direction and interest of their research and teaching; and,
2. The significant roles they each play as leaders in higher education, teaching and research within their respective counties.

Overview and Exploration of Collaboration:

FIU and MC aspire to sign a MOU as a way to explore a more intentional collaborative relationship based on the following:

FIU and MC agree to explore various avenues of collaboration, including academic advising, to encourage Hospitality Management Associate of Applied Science (AAS) graduates from MC, to pursue the Bachelor of Science (BS) degrees in Hospitality Management at FIU, either online or face-to-face.

Via the representatives indicated below, the Parties would encourage direct contact and cooperation among their faculty members and staff. The Parties agree to explore funding possibilities for any activity which might arise.

This MOU serves as an institutional framework for collaborative activities. Specific articulation agreements would need to be drafted by the Parties in the case that

the exploration of these areas leads to further developments. These agreements would need to be approved by authorities at each institution. *Nothing in this MOU shall be construed as creating any legal relationship between the Parties.*

Both Parties understand that financial arrangements under this MOU would have to be negotiated and would depend on specific activities and the availability of funds. Any expense incurred by either Party would be subject to individual agreements on a case-by-case basis. The Parties also recognize that intellectual property terms would need to be included in subsequent agreements, as appropriate. In addition, anyone teaching at FIU from MC must have the approved credentials; FIU is accredited by the **Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC")** and its faculty qualification guidelines represent a commonly accepted best practice for the academic qualifications of faculty. **Appendix A** identifies the faculty qualifications required by FIU.

This MOU is non-exclusive and will become effective on the Effective Date for a three (3)-year period. The MOU may be renewed every three (3) years upon the mutual written consent of the Parties. The MOU may be reviewed in a year-and-a-half (1.5) from the Effective Date to assess results.

This MOU may be amended or further developed by means of written consent of the Parties. The MOU may be terminated with at least 90 days advanced written notice. Notices must be sent to the individuals and addresses indicated below:

For Montgomery College:

Justin Edgar
Articulation and Transfer
Program Manager
Justin.edgar@montgomerycollege.edu

For FIU:

Diann Newman, Ed.D.
Vice Dean
Chaplin School of Hospitality
and Tourism Management
newmand@fiu.edu

The Parties stipulate that the use of their respective brands, represented by their headings and logotypes, could only be used by a Party with the previous and express written authorization of the other Party. This MOU does not authorize any one of the Parties to express him/herself on behalf of the other, either verbally or in writing or to act on each other's behalf.


The individuals named below sign this MOU on behalf of their respective Parties and represent and warrant that they have the requisite authority to bind their respective Parties.

Montgomery College

**The Florida International University
Board of Trustees:**

DocuSigned by:
Sanjay Rai
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Sanjay Rai, Ph.D.
Senior Vice President for
Academic Affairs

DocuSigned by:
Elizabeth M. Bejar
7943ADE481FB4E3...
Elizabeth M. Bejar, Ph.D.
Senior Vice President, Academic and
Student Affairs

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Date: November 13, 2020

Date: October 15, 2020

DocuSigned by:
Michael Cheng
FD6E60466F77417...
Michael Cheng, Ph.D., CHE
Dean, Chaplin School of Hospitality
and Tourism Management

Date: October 15, 2020

*Approved as to the Form and Legal
Sufficiency:*

DocuSigned by:
Lia Lopez
C9B586DDE26C432...
Lia C. Lopez
Law Fellow Attorney (FIU)

Date: October 15, 2020

Appendix A Qualified Faculty Requirements

The institution employs competent faculty members qualified to accomplish the mission and goals of the institution. When determining acceptable qualifications of its faculty, the institution gives primary consideration to the highest earned degree in the discipline.

The institution also considers competence, effectiveness, and capacity, including, as appropriate, undergraduate and graduate degrees, related work experience in the field, professional licensure and certifications, honors and awards, continuous documented excellence in teaching, or other demonstrated competencies and achievements that contribute to effective teaching and student learning outcomes.

Florida International University uses the following as credential guidelines when it defines faculty qualifications using faculty credentials:

- Faculty teaching general education courses at the undergraduate level: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- Faculty teaching baccalaureate courses: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- Faculty teaching graduate and post-baccalaureate course work: earned doctorate/terminal degree in the teaching discipline or a related discipline
- Graduate teaching assistants: master's in the teaching discipline or 18 graduate semester hours in the teaching discipline, direct supervision by a faculty member experienced in the teaching discipline, regular in-service training, and planned and periodic evaluations.

As a Carnegie Doctoral University with Highest Research Activity (R1), Florida International University additionally credentials its faculty based on national/international juried research productivity within the discipline. The institution documents a faculty member's research contributions to the discipline as evidence of the faculty qualifications.

In extremely limited circumstances a faculty member may be credentialed based on a combination of educational experience, productivity in the discipline and work experience. In these situations the practical experience in the discipline must be at an executive level with a broad scope of national/international reach.