

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF SOUTH FLORIDA,
HILLSBOROUGH COMMUNITY COLLEGE,
ST. PETERSBURG COLLEGE,
PASCO-HERNANDO STATE COLLEGE,
STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA,
POLK STATE COLLEGE,
COLLEGE OF CENTRAL FLORIDA
SOUTH FLORIDA STATE COLLEGE
AND
SANTA FE COLLEGE**

ESTABLISHING FUSE, AN INTER-INSTITUTIONAL GUARANTEED TRANSFER PROCESS

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is entered into effective the 14th date of September, 2023 (the “Effective Renewal Date”) by and between **The University of South Florida Board of Trustees**, herein referred to as **USF**, and **Hillsborough Community College**, herein referred to as **HCC**, and **St. Petersburg College**, herein referred to as **SPC**, **Pasco-Hernando State College Board of Trustees**, herein referred to as **PHSC**, and **Polk State College**, herein referred to as **POLK** and **College of Central Florida**, herein referred to as **CCF**, and **State College of Florida, Sarasota-Manatee**, herein referred to as **SCF**, and **South Florida State College**, herein referred to as **SFSC**, and **Santa Fe College**, herein referred to as **SF** (collectively, **HCC, SPC, PHSC, POLK, CCF, SCF, SFSC** and **SF** are referred to herein as **FCS Institutions**).

WHEREAS, the demand for higher education completion in Florida and in the Tampa Bay region is continually growing; and

WHEREAS, the availability of highly skilled technicians, scientists, professionals, entrepreneurs, and managers is a critical factor in the economic growth of the state; and

WHEREAS, the collaboration of higher education institutions can be employed to improve inter-institutional articulation, enhance access to higher education opportunities for students, and create a deep pool of highly skilled and educated technicians, scientists, professionals, entrepreneurs, and managers to provide a competitive advantage for the regions served by the parties and Florida at large; and

WHEREAS, pursuant to the Florida Statutes, §1007.23, and the implementing State Board of Education Rule 6A-10.024, each Florida College System and State University System board of trustees shall adopt policies and procedures to provide articulated programs so that students can successfully progress towards their educational objectives as rapidly as their circumstances permit.

NOW, THEREFORE, the parties agree to work together to expand the two-plus-two model as both the most effective and efficient system for producing quality graduates at all levels by implementing the Fuse Program outlined below:

Fuse results in the creation of comprehensive academic “graduation paths,” created by FCS Institutions and USF to map student pathways from matriculation at FCS institutions through completion of baccalaureate degrees from USF. The grad paths include all necessary pre-requisite coursework, tests, application processes and any other program specific criteria. Students completing these criteria will be admitted to USF and will have met all necessary major requirements to continue in the curriculum of their major.

- I. The parties will continue to create joint admissions programs and processes whereby selected students will be admitted to one of the FCS Institutions with the understanding that they are guaranteed admission to USF upon completion of specific academic criteria established to further the objectives of this Agreement.
 - A. Guaranteed admission to the USF for the Associate of Arts (A.A.) graduates with 2.0 GPAs or with higher GPAs and other criteria that are established for limited access programs and defined in the USF Undergraduate Catalog, and who meet other university admission criteria.
 - B. Guaranteed admission for the Associate of Science (A.S.) graduates to USF into the Bachelor of Science in Applied Science (B.S.A.S.) degree or other options for A.S. graduates who meet the admissions criteria established in the Undergraduate Catalog and who meet other university admission criteria. USF and FCS Institutions will seek to establish Fuse Graduation Pathways for A.S. graduates in the next three-year cycle.
 - C. FCS institutions will identify, recruit, and admit students meeting the necessary requirements to join Fuse. Requirements include intent on transferring to USF, selection of a major for which a “graduation path” is developed, and agreement to complete the A.A. in three years or less.
 - D. USF admissions will identify and refer applicants to their regional FCS institution who are not immediately admissible to USF and who demonstrate potential for successful transfer upon obtaining the A.A. degree from an FCS institution.
 - E. USF & FCS faculty/deans/Associate Vice Presidents (AVPs) will work together to create new pathways deemed marketable for students to further their education and career opportunities. Faculty/Deans/AVPs will work with Fuse staff to update current pathways on an annual basis.
- II. The parties will continue to work together to develop procedures and practices that provide a reverse transfer arrangement to facilitate the awarding of the associate degrees by the FCS Institutions from which the students transfer to USF when the transfer occurs prior to earning their associate degree.
 - A. USF will identify students transferring without the A.A. from FCS Institutions, track progression, and, once appropriate coursework has been completed, share student data with the previously attended FCS Institution to allow the A.A. degree to be awarded.

- III. The parties will continue to develop collaborative academic advising models to make student transfer seamless through such efforts as co-advising, regular joint professional development and cross training, ongoing regional workshop events, and other collaborative opportunities.
 - A. Within the Fuse Program, USF's responsibilities include attending and presenting at all Fuse Orientations, host advising sessions on FCS campuses and virtual (individual and group), organizing extracurricular activities on the USF campus for students, organizing college success workshops for students, providing the FCS Institutions with assistance completing progress checks during the semester, organizing group major advising sessions, and other duties as needed.
 - B. Within the Fuse Program, FCS Institution responsibilities include attending and presenting at all Fuse Orientations, assisting the students with course planning and registration, completing progression checks during the semester, encouraging students to take advantage of the USF extracurricular activities and group major advising, and other duties as needed.
 - C. FCS Institution will adopt policies permitting Fuse students to receive priority registration.
- IV. The parties will establish a closer alignment of systems, policies, and procedures to ensure seamless transitions for students.
 - A. FCS institutions will add a Fuse attribute to student accounts, provide information on Fuse enrollees to USF, and send final transcripts to USF when the student graduates.
 - B. USF applicants referred to enter Fuse will receive guidance for applying and becoming a Fuse Student at an FCS Institution.
 - C. USF will identify the student referrals as Fuse and utilize the attribute once the student applies at the conclusion of their A.A.
 - D. The parties agree to share data of students in the Fuse Program and USF applicant information. Data sharing will improve the quality of processes and student learning, facilitate student success assessment efforts, and advance public accountability.
 - E. USF and FCS Institutions will obtain student approval to share data for the purposes of recruitment and data tracking.
- V. The parties will work together to develop joint marketing and co-branding of Fuse.
- VI. This Agreement may be modified only by mutual written consent. The Agreement will be in effect from September 14, 2023 for a period of three (3) years. It shall be renewed upon mutual written agreement. This Agreement may be terminated by any party with ninety (90) days' prior written notice. If notice of termination is given under this clause, the parties shall agree in writing to a mechanism for ensuring that students registered for any program under this Agreement are able to complete it. Upon notice of termination, the parties will cease to promote or market the program and not register any new students. If an FCS Institution elects to terminate this Agreement, USF and the remaining FCS Institutions may agree in writing to continue this Agreement without the terminating FCS Institution.

- VII. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to all parties; however, in the event that if any party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event any party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, that party may terminate this Agreement effective immediately upon written notice.
- VIII. No party will use any other party's trademarks, trade names, service marks, service names, brand names, domain names, URLs or logos or any other licensed mark or intellectual property in any manner without the prior written consent from such party of such use.
- IX. Non-Discrimination. The parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.
- X. The parties, as public institutions, are subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) and Public Records Law (Chapter 119, F.S.). The public shall have access to public records, including those related to this Agreement, unless the records are exempt and/or confidential under the law. Each party shall have the right to terminate this Agreement at any time for refusal by another party to allow access to public records. Should the parties disagree about whether information is protected from disclosure under Florida law, the party advocating that the information is protected must promptly provide evidence of a statutory exemption under Florida law that is satisfactory to the recipient or obtain a protective order from a court of law.
- XI. The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.
- XII. Responsibility for Own Actions: Each party assumes any and all risks of personal injury and property damage with respect to the willful or negligent acts or omissions of its officers, employees, and agents while acting within the scope of their respective employment. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions, and agencies to be sued; or (3) a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
- XIII. Annual Appropriation: The obligations of the parties under this Agreement are subject to the availability of funds lawfully appropriated annually for their purposes by the Legislature of the State of Florida.
- XIV. Independent Contractor: The parties expressly intend that as to this Agreement, the parties are independent contractors and have no relationship other than the one created by this Agreement,

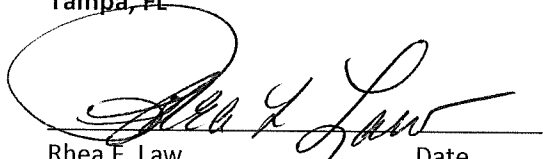
and that the parties shall not receive any benefits other than those expressly provided herein. This Agreement does not constitute a joint venture or partnership between the parties. The parties expressly intend that no agent, servant, contractor, or employee of one party shall be deemed an agent, servant, contractor, or employee of the other party.

- XV. Application of Florida Law: This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each party to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each party hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby. Notwithstanding the foregoing, any liability of the parties under this Agreement shall be subject to the provisions of the Florida Statutes, §768.28.
- XVI. Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
- XVII. Successors and Assigns: Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) without the prior written consent of the other party.
- XVIII. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.
- XIX. Entire Agreement: This Agreement represents the entire understanding of the parties with reference to the matters set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, and prior agreements among the parties relating to the subject matter herein.

XX. APPROVALS

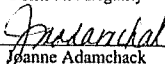
INDICATING THEIR AGREEMENT TO SUPPORT A REGIONAL STRATEGY FOR HIGHER EDUCATION DESIGNED TO EXPAND ACCESS, MEET THE EXTRAORDINARY DEMANDS FOR GROWTH, AND PROVIDE A BETTER COMPETITIVE AND SKILLED WORKFORCE IN THE REGION.

University of South Florida
Tampa, FL



Rhea F. Law
President

Date

Approved as to
Form and Legality

Joanne Adamchack
Attorney - USF

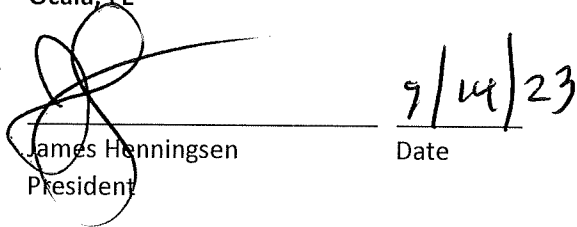
Pasco-Hernando State College
New Port Richey, FL

 9/14/23

Timothy L. Beard
President

Date

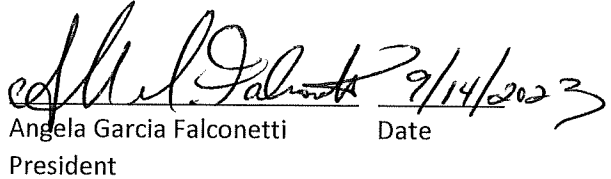
College of Central Florida
Ocala, FL

 9/14/23

James Henningsen
President

Date

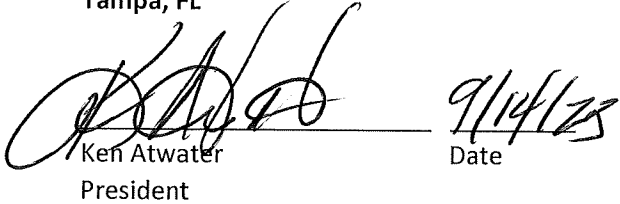
Polk State College
Winter Haven, FL

 9/14/2023

Angela Garcia Falconetti
President

Date

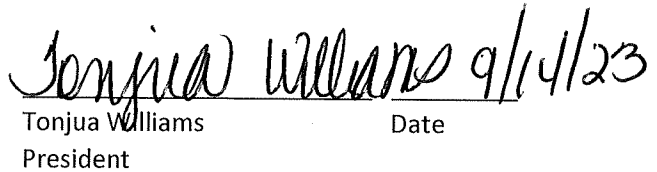
Hillsborough Community College
Tampa, FL

 9/14/23

Ken Atwater
President

Date

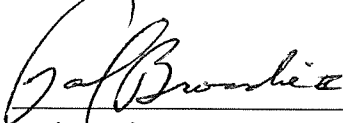
St. Petersburg College
St. Petersburg, FL

 9/14/23

Tonjua Williams
President


Date

Santa Fe College
Gainesville, FL



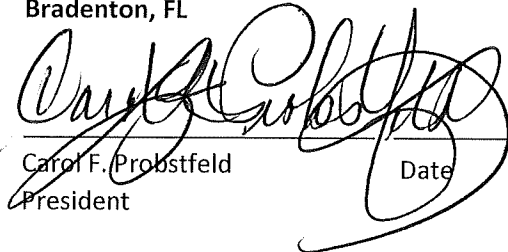
Paul Broadie II 9/14/23
President Date

South Florida State College
Avon Park, FL



Fred Hawkins 9/14/23
President Date

State College of Florida, Manatee-Sarasota
Bradenton, FL



Carol F. Probstfeld 10/3/23
President Date