

**AMENDMENT TO REVERSE TRANSFER MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF SOUTH FLORIDA
AND
STATE COLLEGE OF FLORIDA**

THIS AMENDMENT TO THE REVERSE TRANSFER MEMORANDUM OF UNDERSTANDING (the “**Amendment**”) is made and entered into on this ____ day of _____, 2016 (the “**Effective Date**”) by and between **THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a public body corporate, of the State of Florida (“**USF**”), and **STATE COLLEGE OF FLORIDA (“SCF”)**, located in Manatee-Sarasota.

WHEREAS, USF on behalf of its Sarasota-Manatee campus, and SCF have previously entered into an MOU dated May 3, 2016 (the “**Original Agreement**”) (“together the Original Agreement and the Amendment are the “**Agreement**”); and

WHEREAS, the parties now wish to extend the Agreement to all members of the USF System,

WHEREAS, all terms not defined in this Amendment will retain the definition set forth in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are here acknowledged, the Parties hereby agree as follows:

1. Both Parties agree to extend the Reverse Transfer Memorandum of Understanding to all members of the USF System (“**USF System**”).
2. All other provisions of the Agreement, that are not in conflict with or changed by the Amendment above shall remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this instrument for the purposes herein expressed.

**THE UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES**

By: _____

Name: Dr. Ralph Wilcox

Its: Provost and Executive Vice President

Date: 9/29/16

STATE COLLEGE OF FLORIDA

By: _____

Name: Dr. Carol Probstfeld

Its: President

Date: 10/18/16

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Hilary Black, JD, MPH
Associate General Counsel - University of South Florida

REVERSE TRANSFER MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF SOUTH FLORIDA SARASOTA-MANATEE
AND
STATE COLLEGE OF FLORIDA,
MANATEE-SARASOTA

This Agreement is entered into by and between The University of South Florida Board of Trustees, a public body corporate of the State of Florida ("University"), on behalf of the University of South Florida Sarasota-Manatee, located in Sarasota County and Manatee County, Florida ("USFSM") and State College of Florida, Manatee-Sarasota, 5840 26th Street West, Bradenton, Florida 34207("SCF").

WHEREAS, on May 2, 2013, the Presidents of USF and SCP, and the Regional Chancellor of USFSM met to develop strategies to expand access, to meet extraordinary demands for growth and to provide for a competitive workforce in the Tampa Bay region; and

WHEREAS, the parties agreed to establish an alignment of inter-institution systems, policies and procedures for the reverse transfer of coursework from USFSM to SCF, for students who did not complete their Associate of Arts (AA) degree to fulfill requirements at SCF so students will earn the AA from SCF; and

WHEREAS, this AGREEMENT will outline further how the parties will implement the reverse transfer from USFSM to SCF to allow students to graduate with an AA.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained hereinafter, the adequacy of which is hereby acknowledged, the parties do agree as follows:

- I. SCF will be responsible for the following:
 - A. Identify domestic students who transferred to USFSM prior to the completion of their Associate degree at the SCF.
 - B. Provide USFSM with timely and accurate information for those students who will be able to meet Associate degree requirements at USFSM each term.
 - C. Collaborate with USFSM Registrar to exchange student records.
 - D. Confer the Associate Degree.
 - E. Communicate with USFSM students who have met Associate degree requirements to insure they are aware of the posting of their degree.

- F. Provide students with information about the conferral, convocation, and commencement information associated with award of the Associate degree.
- G. Recognize and accept any partnering institution's declaration of completion of General Education requirements.

II. USFSM will be responsible for **the following**:

- A. Provide access to student academic records for those students requested by the SCF.
- B. Upon admission to USFSM with a minimum of 15 credits earned from SCF, USFSM will make students aware of the AGREEMENT as outlined in this AGREEMENT.
- C. Provide SCF with updated and accurate student directory/contact information.
- D. Ensure continuous communication and liaison between the USFSM and SCF in support of these reverse transfer initiatives.

III. **TERMS OF THIS AGREEMENT**

- A. Either party may terminate this Agreement by serving a written notice to the other party. Such termination will take effect three (3) months from the date of the written notice.
- B. Any termination will be prospective only and will not apply to students enrolled at USF as of the date of the termination notice or to USF applicants who relied on published materials offering the program. The forgoing notwithstanding, either party can terminate this Agreement effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law.

The parties acknowledge that the program involves degree-seeking students taking part in a degree program. Therefore, in the event of expiration or either party terminating this Agreement, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach-out" for students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this Agreement for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their degree, certificate of course, or each student's departure from the program. To

clarify this provision: it is the intent of the parties that after any termination of this Agreement, the participation of all existing students will continue until they graduate or depart from the program.

- C. This Agreement is subject to change by legislative action, or action of the Department of Education, the Florida College System, Florida Board of Governors, State College of Florida Manatee-Sarasota, University of South Florida Sarasota-Manatee, or external accrediting agencies. This Agreement will be reviewed by the parties on a yearly basis to ensure the currency of this document.
- D. This AGREEMENT is subject to each party's continued compliance with Southern Association of Colleges and Schools (SACS) and other accrediting bodies.
- E. Modifications, additions or deletions from this AGREEMENT must be in writing and signed by both parties.

IV. GENERAL PROVISIONS

- A. 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 both parties; provided, however, in the event that either 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 either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.
- B. The parties shall not use any party's trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed mark or intellectual property in any manner without the prior written consent from such party of such use.
- C. 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.
- D. Notices: All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the

date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

The University of South Florida:
Dr. Ralph C. Wilcox
Provost and Executive Vice President
4202 E. Fowler Avenue, CGS 401
Tampa, Florida 33620
813-974-2011
rcwilcox@USF.edu

With copy to:
Office of the General Counsel
Hilary Black
Associate General Counsel
4202 E. Fowler Avenue, CGS 301
Tampa, Florida 33620
813-974-0749
813-974-5236 (facsimile)
hblack@USF.edu

State College of Florida
Gary Russell, Exec. V.P, Academic Affairs
5840 26th Street West
Bradenton, Florida 34207
941-752-5462
russelg@scf.edu

With Copy to:
Steven W. Prouty, General Counsel
5840 26th Street West
Bradenton, FL 34207
941-752-5204
proutys@scf.edu

- E. 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 of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state comes sitting in Hillsborough, County, Florida, for the purpose of any action arising out of or relating to this Agreement. Each of the parties 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 of the parties 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.

- F. 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 effect 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.
- G. 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) to any Person without the prior written consent of the other party.
- H. 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.
- I. 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.

