

**LETTER OF INTENT TO DEVELOP PARTNERSHIPS  
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  
AND  
SOUTH FLORIDA STATE COLLEGE**

**ESTABLISHING FUSE, AN INTER-INSTITUTIONAL GUARANTEED TRANSFER PROCESS**

**THIS LETTER OF INTENT** is entered into effective the 1<sup>st</sup> date of October, 2016 (the “Effective Date”) by and between **The University of South Florida Board of Trustees, a public body corporate** on behalf of the USF System, including USF (in Tampa), USF St. Petersburg and USF Sarasota-Manatee, herein referred to as **USF**, and **Hillsborough Community College**, herein referred to as **HCC**, **St. Petersburg College**, herein referred to as **SPC**, **Pasco-Hernando State College Board of Trustees**, herein referred to as **PHSC**, **Polk State College**, herein referred to as **POLK** and **State College of Florida, Sarasota-Manatee**, herein referred to as **SCF**, **College of Central Florida**, herein referred to as **CCF**, and **South Florida State College**, herein referred to as **SFSC**, (collectively, **HCC**, **SPC**, **PHSC**, **POLK**, **SCF**, **CCF** and **SFSC** 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, and managers is a critical factor in the economic growth of the state; and

**WHEREAS**, a partnership 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, and managers to provide a competitive advantage for the regions served by the partnership institutions 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 FCS and SUS 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 FUSE Partnership members 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 partners and USF System Institutions to map student pathways from matriculation at FCS institutions through

completion of baccalaureate degrees at one of the USF System Institutions. 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. Partnership Institutions will create joint admissions programs and processes whereby selected students will be admitted to one of the seven partner institutions with the understanding that they are guaranteed admission to USF upon completion of specific academic criteria established to further the objectives of this partnership.
  - A. Guaranteed admission to the USF System Institutions 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 Undergraduate Catalog of the USF System Institution offering that program, and who meet other university admission criteria.
  - B. Guaranteed admission for the Associate of Science (A.S.) graduates to the USF System Institutions that offer 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 of the USF System Institution offering that program, and who meet other university admission criteria.
  - C. FCS institutions will identify, recruit and admit students meeting the necessary requirements to join FUSE. Requirements include intent on transferring to USF and selecting a major for which a “graduation path” is developed, and agreeing to complete the A.A. in 3 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.
- II. Partnership members 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 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 previous FCS institution to allow the A.A. degree to be awarded.
- III. Partnership members will develop a collaborative academic advising model 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, organizing extracurricular activities on the USF campus for students, organizing college success workshops for students, providing the FCS institution with assistance completing progress checks during the semester, organizing group major advising sessions, and other duties as needed.

- B. Within the FUSE program, it is the FCS institution's responsibilities to attend and present at all FUSE orientations, assist the students with course planning and registration, complete progression checks during the semester, encourage students to take advantage of the USF extracurricular activities and group major advising, and other duties as needed.
    - C. FCS institution policies permitting, FUSE students may receive priority registration.
  - IV. Partnership members will establish a closer alignment of systems, policies, and procedures to ensure seamless transitions for students.
    - A. FCS institution's admissions offices will add a FUSE attribute to a student's account, 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 the FCS institution.
    - C. USF will identify the student referrals as FUSE and utilize the attribute once student applies at the conclusion of their A.A.
    - D. Partnership members agree to share data on transfer students and prospective transfer students. Data sharing will improve the quality of processes and student learning, facilitate student success assessment efforts, and advance public accountability.
  - V. Partnership Institutions 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 the Effective Date for a period of three (3) years. It shall be renewed upon mutual written agreement. This Agreement may be terminated by any Partnership Institution at ninety (90) days written notice. If notice of termination has been given under this clause, the parties shall agree in writing a mechanism for ensuring that students registered for any program under this Agreement are able to complete it; and cease to promote or market the program and not register any new students.
  - VII. The Partnership Institutions 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 Partnership Institutions; 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 Partnership Institutions 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.

The Partnership Institutions shall not use any Partnership Institutions 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.

The Partnership Institutions 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 Partnership Institutions’ obligations under those laws and regulations.

**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 Partnership Institutions 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 Partnership Institutions 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 partnering institutions under this Agreement shall be subject to the provisions of the Florida Statutes, §768.28.

**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 Partnership Institutions shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Partnership Institutions as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

**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 Partnership Institutions 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.

**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.

**Entire Agreement:** This Agreement represents the entire understanding of the Partnership Institutions with reference to the matters set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications and prior agreements among the Partnership Institutions relating to the subject matter herein.

VIII. 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 System  
Tampa, FL**

[Redacted Signature]

Judy Genshaft  
President  
USF and USF System

10/21/16  
Date

**Hillsborough Community College  
Tampa, FL**

[Redacted Signature]

Kenneth Atwater  
President

10/21/16  
Date

**St. Petersburg College  
St. Petersburg, FL**

[Redacted Signature]

William D. Law, Jr.  
President

10/21/16  
Date

**Polk State College  
Winter Haven, FL**

[Redacted Signature]

Eileen Holden  
President

10/21/16  
Date

**Pasco Hernando State College  
New Port Richey, FL**

[Redacted Signature]

Timothy L. Beard  
President

10/21/16  
Date

**State College of Florida, Manatee-Sarasota  
Bradenton, FL**

[Redacted Signature]

Carol Probstfeld  
President

10/21/16  
Date

**College of Central Florida  
Ocala, FL**

[Redacted Signature]

James Henningsen  
President

10/21/16  
Date

**South Florida State College  
Avon Park, FL**

[Redacted Signature]

Thomas C. Leitzel  
President

10/21/16  
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Redacted Signature]

Hilary Black, JD, MPH  
Associate General Counsel - University of South Florida (For USF)