

# ARTICULATION AGREEMENT

between

University of South Florida  
&  
Keiser University

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, hereinafter referred to as "USF", and Keiser University, hereinafter referred to as "Keiser".

WHEREAS, USF has agreed to accept the Keiser Associate in Science (AS) degree for transfer to the USF Bachelor of Science in Applied Science (BSAS) degree.

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. Terms and Conditions of Agreement

### 1. Scope and Purpose

#### A. Program:

USF and Keiser hereby enter the following Articulation Agreement governing the matriculation of Keiser AS graduates into the USF BSAS degree program.

#### B. Purpose:

The intent of this Articulation Agreement is to facilitate a seamless transition from the Keiser AS degree programs to the BSAS degree program at USF. This Agreement will be in effect from the date at which both parties have affixed their signatures and will continue in force without a fixed termination date. Review, revision, and termination provisions are stipulated in Part IV, Termination and Revision.

2. During the term of this Agreement, USF will:
  - A. Recognize the Keiser AS degree as meeting the academic requirement for upper-level transfer to the USF BSAS program.
  - B. Accept Keiser AS students who meet all other admission requirements (i.e. immunization, orientation, judicial standards, etc. as published in the USF Catalog).
  - C. Accept a minimum of sixty credit hours from the Keiser AS degree toward completion of the USF BSAS degree.
  - D. Accept a minimum of eighteen general education credits earned as part of their Keiser AS degree, applying such credits toward equivalent lower division general education requirements in transfer to USF.
  - E. Provide appropriate registration, financial aid and academic advisement services.
  - F. Cooperate with Keiser in joint marketing of the transfer program.
  - G. Cooperate with Keiser through academic advising to timely inform the Keiser students about:
    - 1) USF academic program requirements.
    - 2) USF admission requirements and processes.
    - 3) Turn-around times for application, transfer credit evaluation, and acceptance.
    - 4) International Student Scholar Services.
    - 5) Visa applications, processing time, and clearances.
    - 6) Tuition and fees.
    - 7) CLAST, Foreign Language, and other degree requirements.
3. During the term of this Agreement, Keiser will:
  - A. Provide necessary support to assist USF with regular course/credit equivalency assessment, course syllabi review, and course transferability determinations.

- B. Publicize this Articulation Agreement and provide cooperative assistance in marketing USF transfer programs to Keiser students.
- C. Cooperate with USF to facilitate students' transfer from Keiser to USF as needed.
- D. Cooperate with USF through on-site academic advising to timely inform the Keiser students about:
  - 1) USF academic program requirements.
  - 2) State mandated degree requirements.
  - 3) USF admission requirements and processes.
  - 4) Prerequisite requirements.
  - 5) Visa requirements and Visa application processes.
  - 6) Transfer credit evaluations and USF acceptance.
  - 7) Tuition and fees.
  - 8) Contacts for transfer student services.
  - 9) CLAST requirements.
  - 10) Foreign Language requirements.

## **II. Program Articulation**

- 1. For Keiser AS degree graduates admitted to the BSAS degree program, USF will:
  - A. Accept the following courses as applicable and transferable credits:
    - 1) All General Education courses compatible with the State of Florida Statewide Course Numbering System (SCNS) that satisfy USF General Education requirements. A minimum of eighteen credits from the Keiser AS degree will be applied to USF General Education requirements.
    - 2) Up to forty-two credits from technical and occupational courses within the Keiser AS degree to insure students transfer with a minimum of sixty credits. Courses that are not part of the SCNS or those not designated for transfer will be identified for "block" transfer to reflect a minimum total of 60 credit hours applicable to the BSAS degree.

- B. Require that the following courses be completed with USF:
  - 1) Remaining unfulfilled USF General Education courses needed to complete the thirty-six credit hour requirement.
  - 2) Courses designated for the BSAS Area of Concentration.
  - 3) USF Exit Requirements.
  - 4) A minimum of thirty credits for institutional residency.
  - 5) A minimum of forty-eight credits of upper-level courses numbered (3xxx/4xxx).
  - 6) A BSAS program total of 120 credit hours.
- 2. No additional programs are currently included under this Agreement.

### **III. Insurance and Indemnification Provisions**

- 1. USF is a public body corporate of the State of Florida, and the university's "self insurance" limitations are provided by law. USF provides general liability insurance with the limits of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) per person, Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) per occurrence, pursuant to the terms and limitations of Florida Statutes, Section 768.28 and Florida Statutes, Chapter 284, Part II.
- 2. Both parties shall indemnify and hold harmless the other from and against any claim, liability, demands, expenses, proceedings, legal actions, attorneys' fees, court costs, and other fees arising from and out of the negligent act, or omissions, of its respective officers, faculty, staff and employees, or agents of their successors and assigns. Nothing contained in the foregoing shall be construed as a waiver by USF of its sovereign immunity under section 768.28 Florida Statutes or as consent by USF to being sued.

### **IV. Termination and Revision**

- 1. This Agreement may be terminated by either party upon ninety (90) days written notice.
  - A. Termination of this Agreement will not be executed without a written plan to "Teach Out" existing students enrolled at time of termination notice.

- B. USF shall provide for all students enrolled into the BSAS degree program a reasonable opportunity to complete the degree at USF upon termination of this Agreement.
  - C. Representatives of each institution will review the substance and effectiveness of the Agreement annually.
  - D. The Agreement may be reviewed at any time at the request of either party.
  - E. The Agreement may be amended through written request by either party when deemed necessary to add, delete, or significantly modify the terms. Such amendments must be in writing and may take the form of an official letter signed by both signatories of the Agreement to be attached to this Agreement as sequential amendments.
2. Resources for implementation of this 2+2 Program may come from either party, depending upon budgetary availability. No party hereto is obligated hereby to expend any resources whatsoever in connection with this Agreement. No implementation of any portion of the Agreement, or commencement of any specific projects, may be initiated prior to the written assurance of any such budgetary availability to the other parties hereto. To the extent any external funding is required by a party in order to implement this Agreement and funding for such purposes is not otherwise available to such party, such party shall thenceforth have no further financial obligations hereunder. In the event USF does not have sufficient legislative appropriations to carry out any obligations under this Agreement, it shall immediately notify Keiser of such fact and of such portions of this Agreement that may be deemed terminated as a result of such failure of appropriations.
3. This Agreement is subject to change by legislative action, the Department of Education, the Florida Board of Governors, the State Board of Community Colleges, University of South Florida, Keiser University, or external accrediting agencies.

## **V. Conclusion and Signatures**

All parties are committed to the concept of a long-standing agreement. This Agreement between USF and Keiser shall continue in full force and effect from the date of signature unless terminated by either party as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and by testament of the signatories below.

**Keiser University**

[Redacted Signature]

Date: \_\_\_\_\_

Name Arthur Keiser  
Chancellor & CEO

[Redacted Signature]

Date: 7.16.07

Name Michelle I. Sterner  
President

**University of South Florida**

[Redacted Signature]

Date: 8-2-07

Rhea F. Law  
Chair, Board of Trustees

[Redacted Signature]

Date: \_\_\_\_\_

Judy Genshaft  
President

Approved as to Form and Legality

[Redacted Signature]

Date: 6-27-07

Henry W. Lavandera, Attorney, USF