STUDENT SUCCESS ARTICULATION AGREEMENT
BETWEEN
STATE COLLEGE OF FLORIDA
AND
THE UNIVERSITY OF SOUTH FLORIDA

THIS AGREEMENT is made and entered into on this 15th day of July 2014 (the "Effective Date") by and between the District Board of Trustees of State College of Florida, Manatee-Sarasota ("State College"), and 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.

WHEREAS, State College and University wish and intend by this Agreement to collaborate to provide a variety of acceleration mechanisms by which students can shorten the time necessary to complete the requirements for a degree. The primary objective of this agreement is to enhance the collaborative relationship between the State College and the University thus providing area residents with greater access to higher education. This will be accomplished by creating a seamless transfer process between the State College and the University by strengthening the advisement and preparation of students, enriching the transfer process, enhancing opportunities for student interaction and participating in joint activities at both institutions. Students participating in the program will complete their Associate in Arts (A.A.) or selected Associate in Science (A.S.) degrees at the State College and subsequently take advantage of the statewide articulation agreement for Associate in Arts (A.A.) and Associate in Science (A.S.) graduates by attending the University.

WHEREAS, The State College and the University believe that by strengthening the 2+2 partnership between the two institutions, they will provide the education and training needed to create the highly skilled workforce required for the economic growth of the region.

NOW, THEREFORE, the parties hereby agree to the terms and conditions set forth below:

I. MUTUAL PROVISIONS
   A. The State College and University will promote the 2+2 Program benefits at workshops and information sessions in the community, as well as through their respective web sites and electronic publications.
   B. Staff will meet at least once a year to share updates on student issues as well as co-curricular and extracurricular activities applicable to students enrolled at both institutions.
   C. All State College students will be able to access the University representatives via telephone, email, the State College and University web sites, and the University Advising Centers at the State College.
   D. An invitation explaining the benefits of participation in the 2+2 Program will be sent from the University to all first-time in college (FTIC) applicants receiving a letter of denial from the University who live in the State College service area.
   E. To support a collaborative advising program for the State College students, all students who express an interest in transferring to the University will be provided
with materials made available by the University and provided contact information for the University representatives.

F. A listing of students who have identified University of South Florida, Sarasota-Manatee as their intended transfer institution and have earned 45 or more semester hours will be provided to the University following the midpoint of the Fall and Spring semester.

G. The State College and the University will work collaboratively, along with other appropriate organizations in the community, to enhance mental health counseling services and resources for students.

H. The State College and the University will work collaboratively to create and maintain reciprocal co-curricular and extra-curricular student life activities for the State College and University students.

I. The State College and the University will collaboratively evaluate and consider options for off-campus residential opportunities and day care services for State College and University students.

J. In the event a party does not have sufficient legislative appropriations to carry out any obligation under this Agreement, it shall immediately notify the other party of such fact and of such portions of this Agreement that may be deemed terminated as a result of such failure of appropriations.

II. **APPLICABILITY OF 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 foregoing 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 “catch out” for current 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 or 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.

III. GENERAL PROVISIONS
A. This Agreement shall remain in force for five (5) years from the Effective Date. Any amendments of and/or modification to the Agreement shall require written approval from both parties. After the fifth year, this Agreement may be renewed by mutual written consent.

B. 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 and the parties shall comply with the obligations for a “teach out” as set forth herein.

C. UNIVERSITY shall not use STATE COLLEGE Trademarks, trade names, service marks, service names, brand names, domain names, URL’s or Logo’s or any other licensed STATE COLLEGE mark or intellectual property in any manner without the prior written consent from STATE COLLEGE of such use. STATE COLLEGE shall not use UNIVERSITY trademarks, trade names, service marks, brand names, domain names, URL’s or Logo’s or any other licensed UNIVERSITY mark or intellectual property in any manner without the prior written consent of UNIVERSITY of such use.

D. 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.
E. 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).

F. 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 courts sitting in Manatee or Sarasota 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.

G. 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.

H. 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.

I. 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.
J. **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.

K. **Amendment of Agreement:** Any amendment of this agreement must be in writing and agreed to by all parties.

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**ON BEHALF OF**
STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

**By:**
Name: Carol Probasco, Ed.D.
Its: President

**By:**
Name: Donald Bowman, Ed.D.
Its: Vice President of Educational and Student Services

**By:**
Name: Ms./MariLynn Lewy
Its: Associate Vice President of Enrollment Services

**By:**
Name: Ms. Lynn Drees
Its: Associate Vice President of Student Services

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With Copy to:
Steven Prouty
General Counsel
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5840 26th Street West
Bradenton, FL 34207
941-752-5204
proutys@scf.edu
ON BEHALF OF
THE UNIVERSITY OF SOUTH FLORIDA SARASOTA-MANATEE

By: [Redacted]
Name: Arthur Guilford, Ph.D.
Its: Regional Chancellor

By: [Redacted]
Name: Terry A. Osborn, Ph.D.
Its: Regional Vice Chancellor for Academic and Student Affairs

By: [Redacted]
Name: Ms. Mary Beth Wallace
Its: Assistant Vice President for Enrollment and Student Success

With Copy to:
Hilary Black
Associate General Counsel
Office of the General Counsel
4202 E. Fowler Avenue, CGS 301
Tampa, FL 33620
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