

MEMORANDUM OF AGREEMENT

Between

University of South Florida Board of Trustees, a public body corporate, Tampa,
Florida

and

Hillsborough Community College, Tampa, Florida

Purpose

The intent of this Agreement is to facilitate the transfer and transition of Associate of Science related graduates ("the students") from HILLSBOROUGH COMMUNITY COLLEGE herein referred to as "HCC" into the Bachelor of Science Applied Science at UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate herein referred to as "USF". This Agreement will allow students to earn college credit at HCC that will transfer to the USF Bachelor of Science in Applied Science (BSAS) Degree Program.

1. This Agreement is to facilitate the acquisition of the baccalaureate degree for graduates of HCC's Associate in Science (AS) Degree Program(s).
2. This Agreement is based upon students' successful graduation from a Hillsborough Community College Associate in Science Degree Program listed in item 1 above.
 - a. Before being accepted into the USF Bachelor of Science in Applied Science (BSAS) Program, the student must have received an Associate in Science degree from HCC, to include general education and State Communication and Computation Requirements, formerly known as Gordon Rule, as applicable (see Attachment A).
 - b. HCC students seeking admission to the BSAS program without an acceptable AS degree will be treated in accordance with regular USF admission policy for transfer students.
 - c. Any student transferring into USF from the HCC program and following the specifications of this Agreement will be accepted into the USF Bachelor of Science Applied Science Program as a junior. It is also agreed that students graduating from USF will be required to meet all requirements for the baccalaureate degree, to include thirty-six (36) hours of college level general education coursework, upper-level course requirements, two semesters of the same foreign language in college or two years from high school, and minimum hours to degree (see Attachment B).
 - d. It is understood that students must fulfill the USF prerequisites for junior and senior level courses. Based on the HCC program from which the student is transferring, a minimum of 60 credit hours must be completed at USF to receive a

Bachelor of Science Applied Science. USF agrees to provide an academic advising report to each HCC student accepted into the Bachelor of Science in Applied Science program detailing specific coursework required to complete the degree.

- e. A minimum overall grade point average of 2.0 in all college level course work is required for acceptance by USF. Transfer courses may include those courses completed through recognized proficiency testing programs (i.e., CLEP, IB, AP, and DSST) or completed by alternative acceleration mechanisms acceptable to USF and HCC.

Terms of Agreement

1. This Agreement is based on current curricula offered by USF and HCC. Accommodation of curricular changes by either institution that affect the terms of this agreement will require written amendments to this agreement that are agreed upon by both parties.
2. This Agreement shall be effective January 1, 2019, (the "Effective Date") and shall continue until January 1, 2022, unless terminated or amended pursuant to the provisions in this Agreement. This Agreement may be renewed every three years by mutual written consent.
3. This Agreement may be terminated by either party upon ninety (90) days written notice.
4. If this Agreement is cancelled, it will not affect students enrolled in and accepted into the USF Program at the time of cancellation, nor will it affect the status of students who have already matriculated into the Bachelor of Science in Applied Science at USF.
5. **Indemnification**
Each party shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify and hold the other parties harmless from any loss which results therefrom. No party hereto shall assume any responsibility to any other party for the consequences of any act or failure to act of any person, firm or corporation not a party to the Agreement. The University's and HCC's indemnification shall be limited to the extent provided by section 768.28 Florida Statutes. Nothing contained in the foregoing shall be construed as an explicit or implied waiver of the University's or HCC's sovereign immunity under Florida Law.
6. **Dispute Resolution**
In the event that a dispute occurs between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

General Provisions

1. 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.
2. The parties shall not use any parties 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.
3. 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.
4. 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
Kyna Betancourt
4202 E. Fowler Ave., SVC 2002
Tampa, FL 33620
813-974-1388

kbetancourt@usf.edu

With Copy to:
Office of General Counsel
Hilary Black
Senior Associate General Counsel
4202 E. Fowler Avenue
Tampa, FL 33620
813-974-0749
hblack@usf.edu

HILLSBOROUGH COMMUNITY COLLEGE

Brian Mann, EdD
39 Columbia Drive
Tampa, FL 33606
813-253-7022
bmenn@hccfl.edu

With Copy to:
Martha Kaye Koehler
39 Columbia Drive
Tampa, FL 33606
813-253-7007
mkoehler@hccfl.edu

5. 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 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.

6. 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.

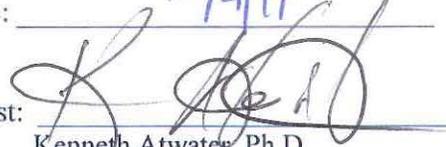
7. Successors and Assigns: Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.
8. 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.
9. 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. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by them.

SIGNATURE PAGE

Hillsborough Community College

By: 
Betty Viamontes
Chair, District Board of Trustees

Date: 12/4/19

Attest: 
Kenneth Atwater, Ph.D.
President

Date: 12/4/19

APPROVED AS TO FORM & LEGALITY


GENERAL COUNSEL

UNIVERSITY OF SOUTH FLORIDA

University of South Florida Board of Trustees,
a Public Body Corporate of the State of Florida

By: 
Ralph Wilcox
Provost, USF

Date: 11/15/19

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


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

**ATTACHMENT A
CREDIT ACCEPTANCE
COURSES TO BE TAKEN AT HILLSBOROUGH COMMUNITY COLLEGE
For Transfer to
BACHELOR OF SCIENCE APPLIED SCIENCE PROGRAM AT USF**

I. A minimum of 18 Credits must be taken at HCC from the following listing of state approved common courses*:

<u>Communications</u> State Required Communications	<u>3 credit hours</u>
<u>Humanities</u> State Required Humanities	<u>3 credit hours</u>
<u>Social Science</u> State Required Social and Behavioral Science	<u>3 credit hours</u>
<u>Natural Sciences</u> State Required Natural Science	<u>3 credit hours</u>
<u>Mathematics</u> ** State Required college level math	<u>3 credit hours</u>
<u>Quantitative Reasoning</u> State Required Quantitative Reasoning (i.e., remaining 3 hours of State Computation Requirement)	<u>3 credit hours</u>

*Students will be advised based on career goals as to the appropriate course selection and as approved by USF

**MGF 1119 will not transfer

Note: ENC 1102 may not be required for the AS degree, but it is required for meeting baccalaureate-level General Education requirements.

<i>Total General Education Credits earned with Associate degree</i>	<u>18 credit hours</u>
<i>Total Articulated Courses within the AS concentration</i>	<u>42 credit hours</u>
<i>Minimum credits accepted from AS Degree at HCC</i>	<u>60 credit hours</u>

II. USF Bachelor's Degree - General Education Requirements.

Students will partially fulfill the 36 credits of SUS General Education, and State Communication and Computation Requirements by selecting courses from the categories listed in section I above. Course substitutions may be determined by USF that best satisfy all SUS General Education, and State Communication and Computation Requirements (see Attachment B).

**ATTACHMENT B
PROGRAM OF STUDY FOR BSAS DEGREE AT USF**

- I. A minimum of 60 credit hours will be transferred from the HCC AS Degree:**
- | | |
|-----------------------|-----------------|
| HCC General Education | 18 credit hours |
| HCC AS Program | 42 credit hours |
- II. The USF BSAS degree will require a minimum of 120 credit hours. The degree will transfer 60 credit hours from the HCC AS degree and 60 credit hours from USF.**
- | | |
|---|-----------------|
| HCC A.S. Degree | 60 credit hours |
| plus | |
| USF Additional General Education | 18 credit hours |
| USF Upper Level Electives | 15 credit hours |
| USF Academic Area of Concentration | 24 credit hours |
| USF Senior Capstone for BSAS/BGS (IDS 4934) | 3 credit hours |
- III. Remaining USF General Education requirements:** 18 credit hours
- | | |
|--|----------------|
| ENC 1102 Composition II | 3 credit hours |
| Creative Thinking | 3 credit hours |
| Information and Data Literacy | 3 credit hours |
| Human and Cultural Diversity | 3 credit hours |
| Ethical Reasoning and Civic Engagement | 3 credit hours |
| High Impact Practice | 3 credit hours |
- IV. Bachelor of Science in Applied Science (BSAS) Areas of Concentration:***
- Aging Sciences Concentration consists of 24 credit hours
 Behavioral Healthcare Concentration (ABH) consists of 24 credit hours
 Computer Systems Technology concentrations consists of 24 credit hours
 Criminal Justice Concentration (ACJ) consists of 24 credit hours
 Environmental Policy Concentration (AEP) consists of 25 credit hours
 Information Architecture; Information Studies consists of 24 credit hours
- Public Administration Concentration (APU) consists of 18 credit hours
 Public Health Concentration (APH) consists of 24 credit hours
 Urban Studies Concentration (AUR) consists of 18-21 credit hours
- *Additional concentrations may be developed to meet student and workforce demands.
- V. All HCC Associate in Science degree holders may be admitted to the USF BSAS degree program to pursue any existing Area of Concentration.**
- VI. Additional requirements for graduation: FLENT, USF residency, upper-level requirements (42 hours numbered 3000-4999), 2.0 GPA, Civics Literacy and State Communication and Computation Requirements.**



Academic Affairs MOU/MOA/ Contract Signature Form

Title: USF and HCC AS to BSAS Articulation Agreement

College/Unit: USF Undergraduate Studies Partner(s): HCC AS Degree Programs

Primary Contact: Kyna Betancourt Date: 10-18-19

Email: kbetancourt@usf.edu Phone: 813-974-1388

Type of Agreement (to be completed by primary contact):

- New Renewal (Date of original: 4-1-2005)
 International Domestic
 Curricular Student Exchange Research Collaboration
 For Credit Not for Credit Faculty Exchange Other (specify: _____)

 E&G Existing Auxiliary (Prior number: _____)
 Cost Recovery / Market Rate New Auxiliary
 Academic Affairs Only Other USF System Unit (specify: _____)

Obtain Signatures as applicable:	Printed Name:	Signature:	Date Received:	Date Signed:
1) College Dean/ Other	Kyna Betancourt		10-18-19	10/18/2019
2) UGS Dean/GRS Dean (USF)	Paul Atchley		10-18-19	10/18/2019
3) Office of Institutional Effectiveness (For all curriculum/SACS)	Michael Wrona		11/01/19	11/6/2019
4) Innovative Education (For online, cost recovery & market rate, continuing education)	Cynthia DeLuca		10/18/19	10/18/2019
5) Resource Management & Analysis (For business model approval)	NA			
6) Controller's Office (For EBA)	NA			
7) Research & Innovation (deliverables, reporting, animals/human subjects)	NA			
8) General Counsel (For all MOU's/MOA's & contracts)	Hillary Black	MOU already stamped and signed		
9) a) USF World (For International)	NA			
b) Restricted Party Screening Review	NA			
10) Other _____	NA			
11) Vice Provost Strategic planning, performance & accountability	Terry Chisolm		11/7/2019	11/7/2019

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kbetancourt@usf.edu

With Copy to:
Office of General Counsel
Hilary Black
Senior Associate General Counsel
4202 E. Fowler Avenue
Tampa, FL 33620
813-974-0749
hblack@usf.edu

HILLSBOROUGH COMMUNITY COLLEGE

Brian Mann, EdD
39 Columbia Drive
Tampa, FL 33606
813-253-7022
bmenn@hccfl.edu

With Copy to:
Martha Kaye Koehler
39 Columbia Drive
Tampa, FL 33606
813-253-7007
mkoehler@hccfl.edu

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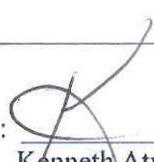
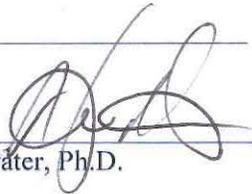
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Hillsborough Community College

By: 
Betty Viamontes
Chair, District Board of Trustees

Date: _____

Attest:  
Kenneth Atwater, Ph.D.
President

Date: _____

APPROVED AS TO FORM & LEGALITY


GENERAL COUNSEL

UNIVERSITY OF SOUTH FLORIDA

University of South Florida Board of Trustees,
a Public Body Corporate of the State of Florida

By: 
Ralph Wilcox
Provost, USF

Date: 11/15/19

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


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

**ATTACHMENT A
CREDIT ACCEPTANCE
COURSES TO BE TAKEN AT HILLSBOROUGH COMMUNITY COLLEGE
For Transfer to
BACHELOR OF SCIENCE APPLIED SCIENCE PROGRAM AT USF**

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<u>Social Science</u> State Required Social and Behavioral Science	<u>3 credit hours</u>
<u>Natural Sciences</u> State Required Natural Science	<u>3 credit hours</u>
<u>Mathematics **</u> State Required college level math	<u>3 credit hours</u>
<u>Quantitative Reasoning</u> State Required Quantitative Reasoning (i.e., remaining 3 hours of State Computation Requirement)	<u>3 credit hours</u>

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**MGF 1119 will not transfer

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<i>Total General Education Credits earned with Associate degree</i>	<u>18 credit hours</u>
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**ATTACHMENT B
PROGRAM OF STUDY FOR BSAS DEGREE AT USF**

- I. A minimum of 60 credit hours will be transferred from the HCC AS Degree:**
- | | |
|-----------------------|-----------------|
| HCC General Education | 18 credit hours |
| HCC AS Program | 42 credit hours |
- II. The USF BSAS degree will require a minimum of 120 credit hours. The degree will transfer 60 credit hours from the HCC AS degree and 60 credit hours from USF.**
- | | |
|---|-----------------|
| HCC A.S. Degree | 60 credit hours |
| plus | |
| USF Additional General Education | 18 credit hours |
| USF Upper Level Electives | 15 credit hours |
| USF Academic Area of Concentration | 24 credit hours |
| USF Senior Capstone for BSAS/BGS (IDS 4934) | 3 credit hours |
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| ENC 1102 Composition II | 3 credit hours |
| Creative Thinking | 3 credit hours |
| Information and Data Literacy | 3 credit hours |
| Human and Cultural Diversity | 3 credit hours |
| Ethical Reasoning and Civic Engagement | 3 credit hours |
| High Impact Practice | 3 credit hours |
- IV. Bachelor of Science in Applied Science (BSAS) Areas of Concentration:***
- Aging Sciences Concentration consists of 24 credit hours
 Behavioral Healthcare Concentration (ABH) consists of 24 credit hours
 Computer Systems Technology concentrations consists of 24 credit hours
 Criminal Justice Concentration (ACJ) consists of 24 credit hours
 Environmental Policy Concentration (AEP) consists of 25 credit hours
 Information Architecture: Information Studies consists of 24 credit hours
- Public Administration Concentration (APU) consists of 18 credit hours
 Public Health Concentration (APH) consists of 24 credit hours
 Urban Studies Concentration (AUR) consists of 18-21 credit hours
- *Additional concentrations may be developed to meet student and workforce demands.
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- VI. Additional requirements for graduation:., FLENT, USF residency, upper-level requirements (42 hours numbered 3000-4999), 2.0 GPA, Civics Literacy and State Communication and Computation Requirements.**



Academic Affairs MOU/MOA/ Contract Signature Form

Title: USF and HCC AS to BSAS Articulation Agreement

College/Unit: USF Undergraduate Studies Partner(s): HCC AS Degree Programs

Primary Contact: Kyna Betancourt Date: 10-18-19

Email: kbetancourt@usf.edu Phone: 813-974-1388

Type of Agreement (to be completed by primary contact):

New Renewal (Date of original: 4-1-2005)

International Domestic

Curricular Student Exchange Research Collaboration

For Credit Not for Credit Faculty Exchange Other (specify: _____)

E&G Existing Auxiliary (Prior number: _____)

Cost Recovery / Market Rate New Auxiliary

Academic Affairs Only Other USF System Unit (specify: _____)

Obtain Signatures as applicable:	Printed Name:	Signature:	Date Received:	Date Signed:
1) College Dean/ Other	Kyna Betancourt		10-18-19	10/18/2019
2) UGS Dean/GRS Dean (USF)	Paul Atchley		10-18-19	10/18/2019
3) Office of Institutional Effectiveness (For all curriculum/SACS)	Michael Wrona		11/01/19	11/6/2019
4) Innovative Education (For online, cost recovery & market rate, continuing education)	Cynthia DeLuca		10/18/19	10/18/2019
5) Resource Management & Analysis (For business model approval)	NA			
6) Controller's Office (For EBA)	NA			
7) Research & Innovation (deliverables, reporting, animals/human subjects)	NA			
8) General Counsel (For all MOU's/MOA's & contracts)	Hillary Black	MOU already stamped and signed		
9) a) USF World (For International)	NA			
b) Restricted Party Screening Review	NA			
10) Other _____	NA			
11) Vice Provost Strategic planning, performance & accountability	Terry Chisolm		11/7/2019	11/7/2019