

PSC2UWF PROGRAM AGREEMENT

Between
The University of West Florida
and
Pensacola State College

The University of West Florida acting on behalf of the University of West Florida Board of Trustees, a public body corporate (UWF) and the District Board of Trustees of Pensacola State College, Florida (PSC), a Florida public educational institution operated as a part of the Florida College System agree to the creation of a program intended to increase the awarding of associate's and bachelor's degrees in the State of Florida, entitled "PSC2UWF".

PREAMBLE

Students enrolled at PSC will be offered admission to UWF early in their academic career in order to receive personalized and attentive transition services that will aid them in the transfer.

UWF and PSC agree on the following tenets which form the basis of the PSC2UWF program:

- A. Expand the current model of collaboration involving PSC and UWF that focuses on student success.
- B. Increase the awareness of the types of associate's and bachelor's degree programs available to students.
- C. Increase the number of associate's degrees awarded by PSC and, in turn, the number of bachelor's degrees awarded by UWF.
- D. Embrace and demonstrate the value of each institution with respect to their missions, visions, and values.

UWF and PSC agree on the following objectives of the PSC2UWF program:

- A. Provide continuous outreach to high school students and other members of the community to consider higher education and support in the area of student services leading to a seamless transition to degree-seeking status.
- B. Inspire high school and community college students to pursue an associate's degree through PSC as the first step towards a student earning a bachelor's degree.
- C. Reach out to students who may not consider themselves college-bound.
- D. Provide tailored, intensive advising to state college students that will put them on a path toward a bachelor's degree from UWF.

Therefore, in consideration of the mutual promises and conditions set forth in this agreement, and in order to carry out the goals and objectives of the PSC2UWF program, UWF and PSC agree to the following terms and conditions:

I. Program Delivery

- A. UWF will appoint a Program Coordinator to manage the functions of this program to include ongoing student contact, support, and pre-major advising.
- B. The Program Coordinator will coordinate all strategies and functions necessary to the operation of the program with the PSC Director of Advising.
- C. PSC and UWF will participate in all aspects of the program and will share joint-coordination of the program.
- D. UWF and PSC agree that the purpose of this program is to facilitate the direct admission to UWF of students who have completed their studies at the associate degree level at PSC.
- E. UWF may grant an exception to students wishing to transfer prior to earning an associate's degree; however, if an exception is granted, UWF will begin reverse-transfer as outlined in section VI.

II. Student Eligibility/Continued Eligibility

Students are eligible for program participation if they meet all of the following criteria:

- A. Any student enrolled in an associate's degree program in any semester at PSC will be extended an invitation to join PSC2UWF.
- B. Students may not have completed a bachelor's degree or may not be a former UWF student.
- C. In order to maintain eligibility, students must:
 - a. Continue enrollment in at least six credits at PSC each semester (excluding summers) until they earn their associate's degree and transition to UWF; and
 - b. Maintain satisfactory academic progress as per PSC criteria.
- D. Students who break enrollment at PSC can be considered for re-admission to PSC2UWF at the discretion of either the UWF Program Coordinator or the PSC Director of Advising.
- E. All other applicable requirements as outlined in the Statewide Articulation Agreement by Section 1007.23, Florida Statutes (F.S.).

III. Invitation to Apply

- A. PSC will send an email to eligible students containing a jointly drafted invitation signed by both institutions' presidents inviting students to apply. The email will include a link to the program enrollment form and FERPA release form. The parties may work together on other methods of contacting eligible students so long as such contact is permitted under student privacy laws.
- B. Once the enrollment forms are received, PSC will review the list of PSC students to ensure the eligibility criteria are met.

IV. Admission to Program

- A. Students who are invited to join the program may choose to apply at any time.
- B. Program Coordinator generates a welcome letter to all students that met eligibility criteria. The letter includes the students' UWF ID and user ID for electronic communication with UWF.

- C. Students are considered PSC students until they have officially registered for courses at UWF, at which time they will be considered UWF students.

V. Admission to UWF

- A. Once a student is enrolled in the program, is within 15 credit hours of completing their associate's degree, and indicates they wish to enroll at UWF, the UWF Program Coordinator will request all necessary transcripts from PSC, enter the student into the UWF student information system, and will waive the UWF application fee (\$30).

VI. Reverse Transfer

- A. The reverse transfer process will take place as outlined in the Statewide Articulation Agreement by Section 1007.23, F.S. using the state system FASTER (Florida Automated System for Transferring Educational Records) to transmit student records between institutions.
- B. UWF will provide PSC with a list of students who have transferred from PSC and opted into allowing PSC to award the associate's degree each spring. In addition, each student's UWF transcript will be submitted to PSC via FASTER.

VII. Data Sharing and Use

- A. The UWF Program Coordinator will provide PSC with a list of students enrolled in the program each semester, along with program of interest at UWF.
- B. PSC will verify students' continued eligibility, which requires enrollment in a minimum of six college credits each semester.
- C. The UWF Program Coordinator and PSC will work collaboratively to follow up with students who do not meet eligibility to remain in the program.
- D. The UWF Program Coordinator shall provide PSC with any program assessment and evaluation data collected.
- E. Any data collected in relationship to the program will be shared between the two institutions. By enrolling in the program, students give permission for the two institutions to share relevant information to include, but not limited to: transcripts from PSC and other institutions the student has attended, GPA, grades, program of study, contact information, potential transfer dates, degrees awarded, and other such data as may be necessary to assist the student as needed.
- F. Both parties agree that they will use and maintain student information and records received from the other party only in furtherance of the PSC2UWF program and in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974, as amended (20 USCA 1232g) and Sections 1002.22 and 1006.52, F.S. Further, both parties agree that they will not disclose such information to any third party except in accordance with the aforementioned laws.

VIII. Marketing/Recruitment

- A. In concert with the PSC Director of Advising, UWF shall develop marketing materials, print ads, radio ads, and other media materials (the "Outreach Materials") to be used in outreach to Escambia, Santa Rosa, Okaloosa, and Walton County residents about the PSC2UWF program and the benefits of earning an PSC associate's and UWF bachelor's degree.
- B. Outreach Materials will be shared and approved by the PSC Director of Advising in advance. Pieces will not be degree specific.

- C. The UWF Program Coordinator shall coordinate and participate in other appropriately identified functions held on PSC campuses that lend to increasing awareness of the PSC2UWF program.
- D. The UWF Program Coordinator will work collaboratively with PSC to conduct information meetings throughout the academic year which allow students and community members to learn more about the PSC2UWF program.
- E. The UWF Program Coordinator shall make appropriate presentations to local agencies, businesses, and civic organizations about the PSC2UWF program. The UWF Program Coordinator will invite appropriate PSC staff to these presentations.
- F. At the end of each Fall and Spring semester, UWF will execute a communication plan (with no fewer than three communications) to students not accepted for admission at UWF. These communications will notify and offer these applicants the opportunity to enroll at a Florida College System institution with a 2UWF agreement as an alternate path to admission at UWF. Students will be offered the opportunity to provide consent for their applicant information to be submitted to the Florida College System 2UWF institution of the student's choosing. This option will be offered to the residents of Escambia, Santa Rosa, Okaloosa, and Walton Counties.

IX. **Financial Aid**

PSC2UWF students should apply for financial aid through PSC until the transition plan indicates transfer to UWF.

X. **Contact Information**

The parties hereby designate the following as their official contacts in connection with this agreement:

FOR UWF:

Ms. Katherine Condon, Executive Director
11000 University Parkway, Building 18
Pensacola, FL 32514
(850) 474-2236
kcondon@uwf.edu

FOR PSC:

Dr. Kirk Bradley, Dean of Baccalaureate Studies and Academic Support
1000 College Boulevard, Building 20, Room 2061
Pensacola, FL 32504
(850) 484-1764
kbradley@pensacolastate.edu

XI. **Effective Date**

This agreement shall become effective on the date last executed by the parties below and continue until terminated as described herein.

XII. Termination

Either party may terminate this agreement at the conclusion of each academic year and prior to the invitation of new students to PSC2UWF in September of each year. This action requires written notification to the other party at least thirty (30) days prior to the end of the academic year with the understanding that students currently being served through the program will be allowed to complete their transition to the University of West Florida without losing any benefits of the PSC2UWF program. Any such written notices shall be sent to the official contacts named above.

XIII. General Provisions

- A. **Immunization:** Students who plan to take courses on the UWF campus are required to provide proof of immunization in accordance with UWF's policies addressing immunization requirements.
- B. **Records:** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. All parties shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S, and made or received in connection with this agreement. Refusal by either to allow such public access shall be grounds for unilateral cancellation of this agreement.
- C. **Sovereign Immunity:** Nothing in this agreement shall be construed or interpreted to be a waiver of either party's sovereign immunity as set forth in Section 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, common law, or other protections afforded to either party.
- D. **Governing Law:** This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal claims arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts of the State of Florida.
- E. **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 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.
- F. **Amendments:** Amendments, modifications, additions to, or deletions from this agreement must be in writing and signed by both parties. The designated representatives for UWF and PSC are listed under "Execution Date/Signatures." This agreement is subject to change by legislative action, the State Board of Education, the Florida College System, the Florida Board of Governors, the University of West Florida Board of Trustees, District Board of Trustees of Pensacola State College, Florida, or external accrediting agencies.
- 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 affect 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. 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, electronic, or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this agreement.
- I. Entire Agreement: This document constitutes the entire agreement regarding the subject matter hereof between the parties and supersedes all prior agreements.

EXECUTION DATE/SIGNATURES

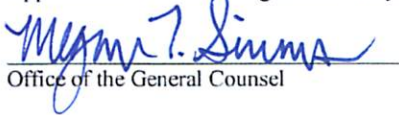
The persons executing this agreement represent and warrant that they have the full power and authority to enter into this agreement on behalf of the entities for which they are signing.

UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

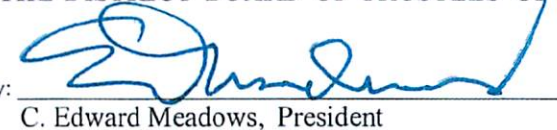
By: 
Dr. Martha D. Saunders, President

3-14-2022
Date

Approved as to form and legal sufficiency:


Office of the General Counsel

THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA

By: 
C. Edward Meadows, President

3/7/2022
Date

Approved as to form:


Thomas J. Gilliam, Jr., General Counsel
for Pensacola State College