ARTICULATION AGREEMENT BETWEEN STEPHEN F. AUSTIN STATE UNIVERSITY and BLINN COLLEGE DISTRICT

This Articulation Agreement is made and entered by and between STEPHEN F. AUSTIN STATE UNIVERSITY, a member of The University of Texas System, and BLINN COLLEGE DISTRICT.

I. Purpose of Agreement

Stephen F. Austin State University, a member of The University of Texas System, herein after referred to as "SFA," and BLINN COLLEGE DISTRICT, herein after referred to as "BCD," share a common interest in expanding the availability of quality higher education to all Texans. Both entities agree to cooperate in furthering this objective to the mutual benefit of their students.

This articulation agreement provides guidelines and outlines areas of responsibility ensuring that students at BCD can transfer completed courses to SFA without any loss of credit or recognition of approved courses applied toward the award of a bachelor's degree. This agreement further provides guidelines and outlines areas of responsibility ensuring that students at SFA can transfer completed courses to BCD without any loss of credit or recognition of approved courses applied toward an associate's degree. Either institution may propose additional degree and/or program-specific cooperative activities that shall become part of the general agreement upon being signed by both parties. See **Appendices** for degree and/or program-specific guidelines.

II. Terms

The parties to this agreement, SFA and BCD, agree to the terms and conditions set forth herein:

A. General

- 1. SFA and BCD will each designate an individual who will be responsible for the maintenance of this articulation agreement and sharing of information on the bachelor's and associate's degrees, new courses added to the degree programs, transcript evaluation, and other projects as needed.
- 2. The names of the designated persons are contained in **Appendix I**. Any change to **Appendix I** shall not require renegotiating this Agreement, and any such change made by one institution shall be communicated in writing to the other.
- 3. The degree programs that are covered by this agreement are included in **Appendix II**. SFA and BCD will develop Degree Maps by major which clearly delineate courses taken at BCD and those to be completed at SFA. These Degree Maps will outline recommended courses towards a degree at SFA for BCD students and specify the number of credits from BCD that are transferrable to SFA degree programs. These Degree Maps will be developed by each party and incorporated by reference into this Agreement. Any change to **Appendix II** shall not require renegotiating this Agreement, so long as there is mutual written agreement between the parties. Any such change made by one institution shall be communicated in writing, including via email, to the other in a timely manner so as not to disrupt the purpose of this Agreement.
- 4. To be eligible for the program, students must meet all SFA admission requirements, be officially enrolled at SFA, and have an official transcript showing credit earned on file with the SFA Registrar's Office.
- 5. This Agreement is non-exclusive, and either party may enter into similar agreements with any other party.

OGC Rev. 10/2023 Page 1 of 6

B. STEPHEN F. AUSTIN STATE UNIVERSITY agrees to:

- 1. Admit and enroll BCD students that are determined by SFA's Admissions to be qualified for admission to an SFA bachelor's degree-seeking program.
- 2. Assist BCD transfer students in the transition from BCD into an SFA bachelor's degree program. This may involve informing students of and assisting them in the application for scholarships and in course registration.
- Maintain ongoing collaboration and monitoring of the bachelor's degree program through SFA and the BLINN COLLEGE DISTRICT.
- 4. Continue to accommodate BCD students into their intended degree so long as this Agreement is in effect. Since SFA cannot guarantee all degree programs will remain in perpetuity, this agreement does not constitute a binding contract regarding ongoing or future offerings of the academic program outlined herein.
- 5. SFA is an equal opportunity institution, and shall not discriminate unlawfully against any BCD student, applicant, or employee, nor shall it deny the benefits provided its own degree-seeking student to any person on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship, veteran status, or any other protected class status as defined by law or institutional policy.

C. BLINN COLLEGE DISTRICT agrees to:

- 1. Provide, upon request by SFA, syllabi for any courses covered by this articulation agreement.
- Communicate to students enrolling in any SFA degree program about SFA academic requirements, policies, procedures, tuition and fees that will apply and may be subject to change, and to inform students that SFA future offerings cannot be guaranteed.
- 3. Maintain ongoing collaboration and monitoring of the degree program through the SFA designee named in **Appendix I**.
- 4. BCD is an equal opportunity entity, and shall not discriminate unlawfully against any BCD student, applicant, or employee, nor shall it deny the benefits provided its own students to any person on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship, veteran status, or any other protected class status as defined by law or institutional policy.

D. Both Institutions agree to:

- 1. Be responsible for its employees' actions or inactions, and liability arising there from. The institutions will maintain their own insurance including workers' compensation, general liability, or such other coverage necessary for their own institutional liability. Neither institution waives any immunity it may be afforded under law as a governmental entity in the State of Texas.
- 2. Conduct an annual review of each degree program and requirements.
- 3. Notify appropriate officials at the relevant institution of any complaints of sexual harassment or discrimination alleged to be committed by students or employees of the other institution.
- 4. Apply the policies and procedures of each institution to students enrolled with each institution. Disciplinary complaints falling under the jurisdiction of an institution shall be referred to the appropriate officials.
- 5. Initiate a biennial review of this agreement to evaluate any changes in competencies, content, or standards.
- 6. Strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.

OGC Rev. 10/2023 Page 2 of 6

- 7. Maintain accreditation by the applicable accrediting authority. Both parties agree to notify the other if such accreditation ceases to exist.
- 8. Comply with all laws regarding the confidentiality of the student's education records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and to comply with all applicable laws in safeguarding any non-public, sensitive, and/or confidential information of Institution's faculty and students which is in either Party's possession or control in the same manner and to the same extent that it protects its own employees' confidential or non-public sensitive information.

E. Transfer of Credit

- 1. This articulation agreement provides a mechanism to enable students who have completed courses prescribed by this agreement to transfer those courses from BCD to SFA and, thereby, satisfy the corresponding number of semester hours of credit toward a bachelor's degree.
- 2. **Appendix II** contains Degree Programs covered by this articulation agreement.
- 3. This articulation agreement provides a mechanism to enable BCD students who have earned enough credits to satisfy the Associate degree requirements to have those credits transferred back to BCD. This <u>reverse transfer</u> process expands the SFA and BCD partnership in that it will help increase student transfer rates to the university and raise associate degree completion rates for the college.
- 4. SFA and BCD agree to exchange information, within legal guidelines, about individual students with the goal of making students aware of the potential to satisfy associate degree requirements by transferring course work between both institutions.
- 5. SFA agrees to identify students who transfer from BCD with at least 15 hours and who have indicated on the ApplyTexas Application that they would automatically allow for their transcript to be sent to BCD once it has been determined that the student has completed at least 66 semester credit hours, and again upon graduation from SFA if they have not received an Associate degree. SFA shall follow the credit transfer for associate degree procedure in Tex. Educ. Code § 61.833 and any applicable rules.

SFA agrees to provide a contact person who is knowledgeable about Reverse Transfer and who can work with BCD to facilitate this process.

Annually, BCD agrees to provide a list of students who are awarded an Associate degree to SFA.

F. Terms of Agreement and Termination

- 1. This agreement shall be filed with SFA's Registrar and Admissions offices and with the Academic Partnerships Coordinator. This agreement shall be filed with Blinn College District.
- 2. All required notices, demands, requests, and other communications shall be in writing and shall be deemed to have been given when personally delivered or mailed to the administrators of the respective institutions.
- 3. This agreement may be amended at any time in writing upon signature of authorized representatives of both institutions. Any change to the **Appendices** does not require a formal signature, but shall be communicated in writing to, and accepted by, the administrator of the other institution.
- 4. This Agreement is subject to termination by either party upon sixty days written notice of a material breach to the breaching party. Alternatively, this Agreement can be terminated at any time without cause by mutual consent of the parties or by either institution with notice by May 1 that the program will not be offered for the next academic year.
- 5. The laws of the State of Texas (U.S.A.) shall govern the interpretation and application of this Agreement. Any dispute arising out of this Agreement or its operation, performance or nonperformance shall be resolved in

OGC Rev. 10/2023 Page 3 of 6

accordance with Texas law and venue shall be solely and exclusively in the courts located in Nacogdoches County, Texas, U.S.A.

IN WITNESS WHEREOF, the undersigned parties hereto have set their hands by and through their duly authorized officers. This Agreement is effective the date of last signature and will continue for five years unless terminated through procedure outlined above-

STEPHEN F. AUSTIN STATE UNIVERSITY	BLINN COLLEGE DISTRICT
Dr. Neal Weaver President	Mary Hensley, Ed.D. Chancellor of the Blinn College District
	Chantons, or the Sham conege Shanet
Dr. Lorenzo Smith	Marcelo Bussiki, D.M.A.
Provost and Executive Vice President for Academic Affairs	Vice Chancellor of Academic Affairs

OGC Rev. 10/2023 Page 4 of 6

APPENDIX I

Individuals Designated to Maintain This Agreement

1. BCD designates the following individual as the person responsible for maintaining this agreement. This designee shall contact the SFA designee no later than May 15 each year during the period for which this articulation agreement is in force for the purpose of carrying out the terms listed in other parts of this agreement.

Michelle McGehee, Ph.D. Dean for Academic Affairs Blinn College District P.O. Box 6030 Bryan, TX 77805 979-209-7378 michelle.mcgehee@blinn.edu

2. SFA designates the following individual as the person responsible for maintaining this agreement. This designee shall be in contact with the BCD designee no later than May 15 each year for the purpose of carrying out the terms listed in other parts of this agreement.

Megan Kelley Academic Partnerships Coordinator Stephen F. Austin State University P.O. Box 13051, SFA Station Nacogdoches, TX 75962 936-468-2099 kelleyml1@sfasu.edu

OGC Rev. 10/2023 Page 5 of 6

APPENDIX II

Degree Programs

The following programs are covered by this agreement:

Associate of Applied Science, Nursing - Bachelor of Science, Nursing

Transfer of Courses

Core Courses

Core coursework will be transferred from BCD and applied toward SFA's core requirements in accordance with the relevant rules set by the Texas Higher Education Coordinating Board. In cases where there is not an equivalent course at SFA, the course will be transferred enbloc and applied to the relevant core requirement.

Workforce Education Courses (WECM)

Workforce education courses (WECM) will be evaluated for transfer individually and applied to the area of specialization. This does not include continuing education courses. In most cases, students will receive up to 36 hours credit for WECM coursework. Credit for WECM coursework is only applicable to some degree programs.

OGC Rev. 10/2023 Page 6 of 6