

# Articulation Agreement

## Houston Community College & Stephen F. Austin State University

This formal Articulation Agreement (“Agreement”) is entered into by Houston Community College (“HCC”), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas, 77002, and Stephen F. Austin State University (“SFA”), public institution of higher education, whose main office address is at 1936 North Street, Nacogdoches, Texas 75962. By this agreement, effective as of December 13, 2016, HCC and Stephen F. Austin State University, collectively known as “Parties” or “Institutions”, express a shared commitment to increase opportunities for student access to, and success in, higher education. By clarifying transfer policies and procedures that assure articulation between programs, the Institutions seek to forge a seamless transfer from the associate to the baccalaureate degree.

### General Provisions and Terms

1. **Purpose.** This Agreement formally recognizes that both institutions are active educational partners, committed to providing greater educational opportunities and services for students transferring between institutions. Student benefits include: scholarships, joint admissions, and Honors College. This agreement will also permit eligible and interested students to transfer certain course work from SFA to HCC to complete requirements for the associate degree issued by HCC. This process is called reverse transfer or reverse articulation.
2. **Transfer of Credit.** The Institutions will develop agreements by major which will clearly delineate courses to be taken at HCC and those to be completed at SFA. These specified, individualized degree maps will be between the parties in service of the students who choose to participate in these plans. These degree maps will outline recommended courses toward a degree at SFA for HCC students and specify the number of credits from HCC that are transferable to SFA degree programs. These degree maps shall be developed by each party and incorporated for all purposes into this Agreement as Addendum(s). (See Addendum which will include plans for aviation, engineering, transportation...etc.)
3. **Reverse Transfer.** Reverse transfer of credit from the SFA to HCC allows students to complete requirements for the associate degree in accordance with the Texas Education Code Section 2, Chapter 61, Subchapter S, Section 61.833. This program is specifically designed to allow students to receive the advantages pursuant to completion of the associate degree when they leave HCC and prior to completion of the baccalaureate degree.
  - a. SFA will provide HCC with information on transfer students to help HCC officials determine students who could benefit from reverse transfer of courses and HCC will provide SFA with information about degrees awarded as a result of reverse transfer, subject to applicable state and federal laws.

- b. HCC and SFA will work together to establish a timeline for record exchange, including original submission and the schedule of repeated academic record submissions.
  - c. Separate academic records for students will be maintained at each Party's institution.
4. **Data Sharing.** HCC and SFA agree to exchange data that will contribute to the maintenance and improvement of these transfer arrangements, and promote effective cooperation between the two institutions and agree to protect students' privacy and guard against the unauthorized release of identifying student information and records in accordance with the Family Educational Rights and Privacy Act (FERPA), and comply with all applicable requirements regarding data sharing and storage of student records. HCC will provide the following data elements to SFA on an annual basis, to the extent permitted by FERPA:
- a. Directory information, as designated by HCC, for students who have expressed a stated interest in transferring to SFA;
  - b. Major area of interest for students who have expressed a stated interest in transferring to SFA; and
  - c. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both Parties.

SFA will provide the following data elements to HCC on an annual basis, to the extent permitted by FERPA:

- a. Directory information for students living in the HCC service area;
- b. Degree name and completion status of HCC transfer students;
- c. Semesters attended by HCC transfer students;
- d. Hours completed by HCC transfer students;
- e. Grade Point Average of HCC transfer students, and
- f. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both institutions.

HCC agrees that data transferred from SFA to HCC is and shall remain the sole and exclusive property of the SFA. SFA agrees that the data transferred from HCC to the SFA is and shall remain the sole and exclusive property of HCC.

In the event that FERPA prohibits the disclosure of any of the above data elements, the institution controlling that information shall not be in breach of this Agreement for failure to disclose those data elements.

5. **Cooperative Advising.** Cooperative Advising allows students to access academic advisors at both institutions for the purpose of planning and selecting courses applicable to the anticipated degree program at both institutions. This opportunity applies to all students with an expressed interest in transferring to SFA for advising on degree

programs subject to this Agreement. SFA agrees to provide reasonable access to academic advisors from SFA to students attending HCC prior to their actual transfer and in accordance with this Agreement.

6. Program Changes. HCC and SFA agree to promptly communicate with each other any future curriculum changes, policy changes, or resident credit requirements that will affect this agreement.
7. Promotion. HCC and SFA agree to cooperate in communicating with each other concerning the relationship between the two institutions. HCC and SFA agree to acknowledge and recognize the information in this agreement on each institution's website and via other marketing and publicity methods; any such website/marketing materials must be approved in writing in advance by both parties.
8. Term and Termination. Upon execution of this agreement, the arrangement shall continue for two years with automatic renewals for up to five years total until terminated by either party. Either party may terminate this Agreement after thirty (30) calendar days' written notice is given to the other Party. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice if the Party to whom such notice is given has breached any provision of this Agreement, and such breach shall not have been cured within twenty (20) days following the receipt of such notice. Immediate termination will occur if either party loses their current accreditation status. If termination due to a loss of accreditation occurs, the Agreement will end retroactive to the date the accreditation status changed.

In the event of termination of this Agreement, SFA agrees to ensure students currently enrolled in or newly accepted into a Program under this Agreement, prior to the effective termination date, will be given the opportunity to complete their Degree Program with SFA.

9. Non-Exclusivity. This Agreement does not preclude HCC or SFA from entering into similar agreements with other institutions of higher education.
10. Governing Law; Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement.
11. No Waiver of Immunity. Nothing contained in this Agreement nor the execution of this Agreement, or the performance of any obligation hereunder shall operate to or be deemed to waive any immunity or defense that either party may be entitled under law.
12. Indemnification. TO THE EXTENT PERMITTED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF TEXAS, THE PARTIES AGREE TO

INDEMNIFY, RELEASE, AND HOLD ONE ANOTHER AND THEIR TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY SFA OR HCC AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.

13. Compliance with Laws and Regulations. Each party will comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; applicable provisions of the Texas Education Code and Texas Government Code.
14. Dispute Resolution. The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be subject to the dispute resolution process provided for in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260. Further, the parties agree that (i) neither the execution of this Agreement by either party nor any other conduct, action or inaction of any representative of either party relating to this Agreement constitutes or is intended to constitute a waiver of the either party's sovereign immunity to suit; and (ii) HCC and SFA have not waived their right to seek redress in the courts.
15. Notice. Amendment, renewal or extension of this Agreement will require the written agreement of both institutions. Notice of termination by either party to the other shall be in writing and addressed to the party identified below with return receipt requested, or by personal delivery:

Houston Community College:  
Dr. Kimberly Beatty  
Vice Chancellor, Instructional Services  
3100 Main Street  
Houston, TX 77002

In witness whereof, the authorized representatives of the parties have executed this agreement in duplicate originals on the 3 day of March, 2017. An original, signed copy of this agreement will be maintained by each of the signatories. The effective date of this agreement will be the date listed herein.

Houston Community College  
Authorized Representative

By Cesar Maldonado  
Cesar Maldonado, Ph.D., P.E.

Chancellor  
Title

Stephen F. Austin State University  
Authorized Representative

By Baker Patten

President  
Title

STEPHEN F. AUSTIN STATE UNIVERSITY



OFFICE OF THE GENERAL COUNSEL

CONTRACT ROUTING SLIP

Date of Receipt: 2/21/17 By: EMS

Contract Name: Houston Community College -  
Articulation Agreement

Department: Admissions  ORSP

Contact: Monique Gossich Ext \_\_\_\_\_

Performance Date: 12/13/16 - 12/12/18

Return Deadline: \_\_\_\_\_  ASAP

Stan. OGC Contract  Stan. Affiliation  Stan. Rider  Draft

Stan. Addendum  Stan. Other  Interagency/local  Other

Comments: \_\_\_\_\_

*No contract summary form*

APPROVED AS TO FORM:

*[Signature]*

*[Signature]*

Office of the General Counsel

Route to: 2 President  ORSP  VPUA  VPFA

VPAA  Dev  Other - \_\_\_\_\_

After Signature Return to:  ORSP, Ext. 6606

Purchasing, Ext. 4157  Gen. Coun., Ext. 4305  Dept.