

# Articulation Agreement

## San Jacinto Community College District & Lamar University

This formal Articulation Agreement (“Agreement”) is entered into by Lamar University (“LU”), an institution of higher education, whose main office address is at 4400 MLK Parkway, Beaumont, TX 77710, and San Jacinto Community College District (“SJCCD”), a public institution of higher education, whose main office address is at 4624 Fairmont Parkway, Pasadena, TX. 77504. By this agreement, effective as of the 1<sup>st</sup> day of May, 2017, LU and SJCCD, 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 seeks to establish activities between LU and SJCCD which are designed to:
  - Increase awareness of educational opportunities at LU and SJCCD;
  - Ensure a seamless transfer process between the Institutions;
  - Encourage students to complete degree programs at both institutions; and
  - Provide for expanded cooperative efforts between the institutions.
2. Transfer of Credit. The Institutions will jointly develop program agreements by major which will clearly identify the following:
  - The courses, sequences of courses or programs that are equivalent to specific course requirements between the institutions;
  - Required and recommended courses for a degree at LU;
  - Student performance criteria (courses, grades, GPA, etc.);
  - The number of SJCCD credit hours which may be transferred to a LU degree program; and
  - The specific residency credit hour requirement by program area to be completed at LU in order to complete the requirements for a bachelor’s degree.

These specified, individualized program agreements/degree maps shall be designed to establish an efficient degree pathway for students who choose to participate in these plans. In order to be effective, all program agreements shall be reduced to writing and executed by the authorized representatives of both parties. The written program agreements shall be incorporated for all purposes into this Agreement as Addenda. In the event of a conflict between a program agreement and this Agreement, the terms of this Agreement shall govern.

3. Reverse Transfer. In order to facilitate the reverse articulation of credit to eligible SJCCD students who transfer to LU prior to earning an associate's degree at SJCCD, the parties agree to encourage the reverse transfer of credit from LU to SJCCD in order to allow said students to complete requirements for an associate's degree in accordance with Texas Education Code, Section 61.833. This reverse transfer of credit is specifically designed to allow students to complete the requirements of an associate's degree even after transferring from SJCCD and prior to completion of the baccalaureate degree. To facilitate the reverse transfer of credit, the parties agree that:
  - a. At an interval agreed upon by both parties, LU will review its student records and determine which students are eligible for the reverse articulation of credit. SJCCD and LU will work together to establish a timeline for record exchange, including original submission and the schedule of repeated academic record submissions;
  - b. In accordance with the requirements of Section 61.833 of the Texas Education Code, LU shall notify its matriculated students of the reverse transfer opportunity at SJCCD and request authorization from the student for LU to release the student's academic course information to SJCCD for the purpose of determining whether the student has earned the required credits for an associate's degree offered by SJCCD;
  - c. Upon its receipt of a student's signed consent, LU will provide SJCCD with information on transfer students to help SJCCD officials determine students who could benefit from reverse transfer of courses and SJCCD will provide LU with information about degrees awarded as a result of reverse transfer, subject to applicable state and federal laws.
  - d. Upon its receipt of LU transcript information, SJCCD will conduct a degree audit of each eligible student and evaluate all coursework that may apply to the completion of the student's associate degree at SJCCD. SJCCD will notify each student that he or she is eligible to receive an associate's degree and eligible to participate in SJCCD's graduation ceremony.
  - e. SJCCD will collaborate with LU on the services listed above, provide the necessary contact information for students, and report any problems or challenges to the designated LU representative in a timely manner.
  - f. Separate academic records for students will be maintained at each institution.
4. Data Sharing. SJCCD and LU agree: (1) to exchange data that will contribute to the maintenance and improvement of this Agreement, as well as any program agreements developed hereunder, and promote effective cooperation between the two institutions; (2) 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 (3) to comply with all applicable requirements regarding data sharing and storage of student records.

SJCCD will provide the following data elements to LU on an annual basis:

- a. Directory information, as designated by SJCCD, for students who have expressed a stated interest in transferring to LU;
- b. Major area of interest for students who have expressed a stated interest in transferring to LU; 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.

LU will provide the following data elements to SJCCD on an annual basis:

- a. Directory information for students living in the SJCCD service area;
- b. Degree name and completion status of SJCCD transfer students;
- c. Semesters attended by SJCCD transfer students;
- d. Hours completed by SJCCD transfer students;
- e. Grade Point Average of SJCCD 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.

SJCCD agrees that data transferred from LU to SJCCD is and shall remain the sole and exclusive property of LU. LU agrees that the data transferred from SJCCD to LU is and shall remain the sole and exclusive property of SJCCD. LU and SJCCD acknowledge that educational records maintained by each institution are subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) and the regulations promulgated under its authority. Both institutions agree to comply with FERPA regulations, and implement appropriate procedures to ensure that confidential information is not disclosed or distributed.

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 LU for advising on degree programs subject to this Agreement. LU agrees to provide reasonable access to academic advisors from LU to students attending SJCCD prior to their actual transfer and in accordance with this Agreement.
6. Program Changes. SJCCD and LU agree to review annually and promptly communicate with each other any future curriculum changes, policy changes, or resident credit requirements that will affect this agreement or any program agreement developed hereunder.
7. Promotion. SJCCD and LU agree to cooperate in communicating with each other concerning the relationship between the two institutions. SJCCD and LU 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, LU 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 LU.

9. Non-Exclusivity. This Agreement does not preclude SJCCD or LU 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 authorized by the constitution and laws of the State of Texas, SJCCD AGREES TO INDEMNIFY, RELEASE, AND HOLD LU AND LU'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") ARISING FROM SJCCD'S ACTS OROMISSIONS WITHIN THE TERMS OF THIS AGREEMENT; PROVIDED, HOWEVER, SJCCD SHALL NOT HOLD LU HARMLESS FROM ANY CLAIMS, DEMANDS OR CUASES OF ACTION ARISING IN FAVOR OF ANY PERSON OR ENTITY RESULTING DIRECTLY OR INDIRECTLY FROM THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRING, OR THERWISE) OF LU, ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANY PERSON OR ENTITY NOT SUBJECT TO SJCCD'S SUPERVISION OR CONTROL. BY ENTERING INTO THIS AGREEMENT, AND COMPLYING WITH THE TERMS AND REQUIREMENTS HEREOF, IT IS RECOGNIZED THAT SJCCD IS NOT WAIVING THE GOVERNMENTAL IMMUNITY THAT SJCCD, ITS AGENTS OR EMPLOYEES HAVE UNDER LAW OR ANY OTHER RIGHTS, PRIVILEGES AND IMMUNITIES BELONGING TO OR ASCERTAINABLE BY AFFILIATE UNDER EITHER STATE OR FEDERAL LAW.

TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, LU AGREES TO INDEMNIFY, RELEASE, AND HOLD SJCCD AND SJCCD'S 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 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 THE GROSS NEGLIGENCE OF LU AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.


13. Compliance with Laws and Regulations. Each party will each 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; and all applicable provisions of the Texas Education Code and Texas Government Code.
14. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve a dispute arising under the Agreement.
15. Nondiscrimination. The parties agree that in their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
16. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior Agreements, whether oral or written between the parties relating to the subject matter hereof.
17. Severability. If any of the provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.
18. No Financial Implication - No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement. LU and SJCCD are separate and independent institutions of higher education and intend to remain so. The administrators of LU and SJCCD are authorized to prepare and implement plans of action and procedures necessary to effect this Agreement
19. 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:

Lamar University:  
Dr. James Marquart  
Provost and Vice President, Academic Affairs  
985 East Florida Drive  
Beaumont, TX 77710


San Jacinto Community College District:  
Dr. Catherine O'Brien  
Associate Vice Chancellor for Learning  
4624 Fairmont Parkway  
Pasadena, Texas

In witness whereof, the authorized representatives of the parties have executed this agreement in duplicate originals on the \_\_\_ day of \_\_\_\_\_, 201\_\_\_. 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.

Lamar University  
Authorized Representative

  
\_\_\_\_\_  
Dr. James Marquart  
Provost and Vice President,  
Academic Affairs

San Jacinto Community College District  
Authorized Representative

  
\_\_\_\_\_  
Dr. Brenda Hellyer  
Chancellor