ARTICULATION & COLLABORATION AGREEMENT
BETWEEN
STEPHEN F. AUSTIN STATE UNIVERSITY
and
LONE STAR COLLEGE SYSTEM

Bachelor of Science in Biology Degree

This Articulation & Collaboration Agreement is made and entered by and between STEPHEN F. AUSTIN STATE UNIVERSITY, an entity of the State of Texas, and LONE STAR COLLEGE SYSTEM, a local government entity.

I. Purpose of Agreement

Stephen F. Austin State University, herein after referred to as “SFA,” Nacogdoches, Texas, and Lone Star College System, herein after referred to as “LSCS,” Houston, Texas, 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 agreement provides guidelines and outlines areas of responsibility ensuring that students at LSCS can transfer completed courses to SFA without any loss of credit or recognition of approved courses applied toward the Bachelor of Science in Biology (XXX) degree. This agreement further provides guidelines and outlines areas of responsibility ensuring that students at SFA can transfer completed courses to LSCS without any loss of credit or recognition of approved courses applied toward associate degrees. Additionally, this agreement lays the foundation for the offering by SFA of the upper-division coursework necessary to obtain the XXX degree online and at the Montgomery Lone Star College System campus. Either institution may propose additional cooperative activities that shall become part of the general agreement upon being signed by both parties.

II. Terms

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

A. General

1. SFA and LSCS will each designate an individual who will be responsible for the maintenance of this agreement and sharing of information on the XXX and associate 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 1. Any change to Appendix 1 shall not require renegotiating this agreement, and any such change made by one institution shall be communicated in writing to the other.

3. 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.

4. Both parties warrant that it is accredited by the Southern Association of Colleges and Schools Commission on Colleges. Each party will notify the other in the event such accreditation ceases to exist.
B. STEPHEN F. AUSTIN STATE UNIVERSITY agrees to:

1. admit and enroll LSCS students in the XXX degree program that are determined by SFA to be qualified for admission to SFA and the XXX degree.

2. assist LSCS transfer students in the transition from LSCS into the SFA XXX program. This may involve informing students of and assisting them in the application for scholarships and in course registration.

3. maintain ongoing collaboration and monitoring of the program through the designated persons identified in Appendix I.

4. arrange and coordinate academic accommodations for qualified disabled students enrolled in SFA courses through the SFA Office of Disability Services. When LSCS’s ADA office assist with coordination of classroom accommodations, SFA will be responsible for all expenses and management of services arranged.

5. continue to accommodate LSCS students into the XXX degree so long as this Agreement is in effect. Since SFA cannot guarantee the XXX program in perpetuity, this agreement does not constitute a binding contract regarding ongoing or future offerings of the academic program outlined herein.

6. SFA is an equal opportunity institution, and shall not discriminate unlawfully against any LSCS 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 or veteran status.

C. LONE STAR COLLEGE SYSTEM agrees to:

1. provide, upon request by SFA, syllabi for any courses covered by this articulation agreement.

2. communicate to students enrolling in the XXX 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 program through the designated persons identified in Appendix I.


5. LSCS is an equal opportunity entity, and shall not discriminate unlawfully against any SFA 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 or veteran status.

D. Both Institutions agree to:

1. be responsible for their own employees, actions or inactions, and liability arising there from. The institutions will maintain their own insurance including workers' compensation, general liability, or such other coverages necessary for their own institutional liability. Neither
institutions waives any immunity it may be afforded under law as a governmental entity in the State of Texas.

2. conduct an annual program review.

3. immediately 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 immediately referred to the appropriate officials.

5. collect tuition and applicable fees from students enrolled in their respective institutions.

6. initiate a biennial review of this agreement to evaluate any changes in competencies, content, or standards.

7. 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.

8. there shall be no exchange of monies or remuneration of any kind between the parties or the participants except as otherwise indicated herein.

9. comply with all laws regarding the confidentiality of the Student's educational 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.

10. to the extent SFA employs LSCS faculty/staff to conduct the courses held in the LSCS facilities, permit LSCS/SFA employees to use their assigned office space and equipment to facilitate instruction for both employers. LSCS will be considered a contractor of SFA with regard to the storage of SFA student education records on LSCS equipment and servers.

11. market the collaboration to current and prospective students. All marketing material must be approved by each institution's respective public relations personnel prior to distribution.

E. Transfer of Credit

1. This agreement provides a mechanism to enable students who have completed courses prescribed by this agreement to transfer those courses from LSCS to SFA and, thereby, satisfy up to 66 semester hours credit toward the XXX degree.

2. Appendix 2 contains programs and courses covered by this agreement. Any change to Appendix 2 may be made by mutual written agreement of the Vice Chancellor for Academic Affairs at LSCS and the Provost and Vice President for Academic Affairs at SFA.

3. This agreement provides a mechanism to enable LSCS students who have earned enough credits to satisfy the Associate degree requirements to have those credits transferred back to LSCS. This reverse transfer process expands the SFA and LSCS partnership in that it will
help increase student transfer rates to the university and raise associate degree completion rates for the college.

SFA and LSCS 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.

SFA agrees to identify students who transfer from LSCS with at least 30 hours and who have indicated on the ApplyTexas Application that they would automatically allow for their transcript to be sent to LSCS once it has been determined that the student has completed 72 semester credit hours, and again upon graduation from SFA if they have not received an Associate degree. Once a student has achieved at least 90 semester credit hours, SFA shall follow the credit transfer for associate degree procedure in Tex. Gov’t 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 LSCS to facilitate this process.

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

F. Facilities Use

1. In order to permit SFA to offer the upper-division coursework for the XXX degree, LSCS hereby provides the non-exclusive use of one standard classroom/lab, capable of holding 20-25 students, located at ADDRESS, two days per week or on the weekend.

2. The days and time the classroom/lab will be made available may vary from semester-to-semester, based on availability and scheduling needs.

3. SFA will pay LSCS the applicable fees identified in Appendix 3 for the use of the described facilities.

4. LSCS will provide parking adjacent to the LSC University Center on the Montgomery Campus for no charge to all faculty, staff and students.

5. SFA is permitted to use standard instructional equipment installed or located in the designated space at no additional cost to SFA, including but not limited to microscopes, balances, computers, etc. SFA will provide at its own expense consumables (i.e. plastic test tubes, pipette tips), chemical reagents, and other reusable items (i.e. prepared slides) or specialized non-standard equipment.

6. SFA agrees to leave the designated space free and clear of food and instructional materials at the end of each class and comply with applicable building rules and regulations, a copy of which will be provided to SFA prior to the start of each academic year. LSCS will provide a suitable space for the storage of SFA lab materials, including but not limited to the materials provided at the expense of SFA specified in Section F(5).

7. LSCS agrees to provide standard services for the designated space and building during class hours and the building’s standard hours of operation: Monday – Friday 8 AM-10 PM and Saturday 8 AM – 5 PM.
8. LSCS warrants that the facilities are compliant with the applicable provisions of the Americans with Disabilities Act, as amended, and that all facilities to be utilized by SFA are accessible to individuals with disabilities. LSCS additionally warrants that the facilities meet all applicable provisions of the prevailing local fire code, safety codes, building codes, and zoning ordinances. LSCS will regularly inspect its facilities for compliance with the applicable laws, rules and regulations, with specific emphasis on student, scholar, and faculty accessibility and safety.

G. Use of Name; Intellectual Property

1. The parties to this agreement agree and acknowledge that the name “Stephen F. Austin State University” is the property of SFA and the name “Lone Star Community College System” is the property of LSCS. Each party agrees and acknowledges that the other party may use the name of the other party in materials distributed to the public for the purpose of describing and marketing the program. In the event that one of the parties concludes that the other party’s use of the name of the other party is inappropriate, the other party shall desist from such use in the future and shall use its best efforts to replace such use as soon as practicable with an acceptable use.

2. Each party retains all rights, copyrights, title and interest to all intellectual property that is embodies or expressed in all curriculum design and curriculum materials for the courses each party provides, including, teaching and examination materials, program evaluation and assessment materials, and all other materials produced for each parties’ respective courses.

H. Terms of Agreement and Termination

1. This agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. This agreement shall be filed with SFA’s Records and Admissions offices and with the Provost and Vice President for Academic Affairs. This agreement shall be filed with LSCS’s Executive Director of Educational Partnerships.

3. 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.

4. This agreement may be amended at any time in writing upon signature of authorized representatives of both institutions.

5. 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.

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

7. In the event of termination and upon notice of termination of this Agreement, any LSCS students who have matriculated prior to the termination or notice of termination or those LSCS students who are seeking admission to this program shall be allowed to complete the
application process, and, if admitted, receive the benefits provided by the terms of this Agreement, for up to one year after the effective date of termination.

IN WITNESS WHEREOF, the undersigned parties hereto have set their hands by and through their duly authorized officers on the date and year first recited above.

This agreement is in effect with these signatures.

Stephen F. Austin State University  

Dr. Baker Pattillo  
President

Dr. Richard Berry  
Provost and Vice President for Academic Affairs

Dr. Kim Childs  
Dean, College of Sciences and Mathematics

Lone Star College System  

Dr. Stephen C. Head  
Chancellor

Dr. Keri Rogers  
Vice Chancellor of Academic Affairs

Dr. Lynette M. O'Keefe  
Executive Director of Educational Partnerships

Dr. Donald Pratt  
Associate Professor, College of Sciences and Mathematics
APPENDIX 1

Individuals Designated to Maintain This Agreement

1. LSCS 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.

   Dr. Lynette M. O’Keefe
   Executive Director of Educational Partnerships
   Lone Star College System
   20515 State Highway 249, Suite 11.244
   Houston, Texas 77070
   (281) 401-5304
   Lynette@lonestar.edu

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

   Dr. Donald Pratt
   Associate Professor
   College of Sciences and Mathematics
   Stephen F. Austin State University
   P.O. Box 13003, SFA Station
   Nacogdoches, TX 75962
   936-468-2038
   prattdeb@sfasu.edu
APPENDIX 2

Degree and Certificate Programs

Transfer of Courses

Core Courses

Core coursework will be transferred from LSCS 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 as an en bloc and applied to the relevant core requirement.
APPENDIX 3

Facilities Use Cost

LSCS will make the facility described in subsection F available to SFA at the following annual rate. The rate is based on weekly schedule, number of rooms, and room size or type, for three semesters per year:

- Standard Classroom MW or TR (8 AM – 12 PM): $5,950
- Standard Classroom MW or TR (12 PM – 5 PM): $7,150
- Standard Classroom MW or TR (5 PM – 10 PM): $8,350
- Standard Classroom FR - SA (8 AM – 5 PM): $11,900
- Computer Classroom (MW or TR (5 PM – 10 PM): $9,000