

**ARTICULATION AGREEMENT  
BETWEEN  
STEPHEN F. AUSTIN STATE UNIVERSITY  
and  
ALVIN COMMUNITY COLLEGE**

**Associates Degree**

This Articulation Agreement is made and entered by and between STEPHEN F. AUSTIN STATE UNIVERSITY, an entity of the State of Texas, and ALVIN COMMUNITY COLLEGE, an entity of the State of Texas.

**I. Purpose of Agreement**

Stephen F. Austin State University, herein after referred to as “SFA,” Nacogdoches, Texas, and Alvin Community College, herein after referred to as “ACC,” Alvin, 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 articulation agreement provides guidelines and outlines areas of responsibility ensuring that students at ACC can transfer completed courses to SFA without any loss of credit or recognition of approved courses applied toward the degree. This agreement further provides guidelines and outlines areas of responsibility ensuring that students at SFA can transfer completed courses to ACC without any loss of credit or recognition of approved courses applied toward associate degrees. 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 ACC, agree to the terms and conditions set forth herein:

**A. General**

1. SFA and ACC will each designate an individual who will be responsible for the maintenance of this articulation agreement and sharing of information on the 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. This Agreement is non-exclusive, and either party may enter into similar agreements with any other party.

**B. STEPHEN F. AUSTIN STATE UNIVERSITY agrees to:**

1. Admit and enroll ACC students in the degree program that is determined by SFA to be qualified for admission to SFA and the degree.
2. Assist ACC transfer students in the transition from ACC into the SFA 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 SFA Office of Admissions, Transfer Coordinator, at SFA in Nacogdoches, TX and the College & Career Pathways Office at ACC.

4. Continue to accommodate ACC students into the degree so long as this Agreement is in effect. Since SFA cannot guarantee the program 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 ACC 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. Alvin Community College agrees to:**

1. Provide, upon request by SFA, syllabi for any courses covered by this articulation agreement.
2. Communicate to students enrolling in the 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 SFA Office of Admissions, Transfer Coordinator, at SFA in Nacogdoches, TX and the College & Career Pathways Office at ACC.
4. ACC is an equal opportunity entity, and shall not discriminate unlawfully against any ACC 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. Consider the completion of an annual program review.
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. An automatic renewal process not to exceed five years to review changes in competencies, content, standards, program requirements.
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*.
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 ACC to SFA and, thereby, satisfy up to 66 semester hours credit toward the degree.
2. Appendix 2 contains programs and courses covered by this articulation agreement. Any change to Appendix 2 may be made by mutual written agreement of the Vice President of Instruction and President at ACC and the Provost and Vice President for Academic Affairs at SFA.
3. This articulation agreement provides a mechanism to enable ACC students who have earned enough credits to satisfy the Associate degree requirements to have those credits transferred back to ACC. This **reverse transfer** process expands the SFA and ACC partnership in that it will help increase student transfer rates to the university and raise associate degree completion rates for the college.

SFA and ACC 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 ACC 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 ACC 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. 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 ACC to facilitate this process.

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

#### **F. Terms of Agreement and Termination**

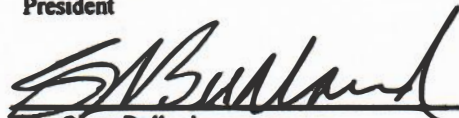
1. This agreement shall be filed with SFA's Records and Admissions offices and with the Provost and Vice President for Academic Affairs. This agreement shall be filed with the Vice President of Instruction and College & Career Pathways Office at ACC.
2. All required notices, demands, requests, and other 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.
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 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 22 day of February, 2021.

**STEPHEN F. AUSTIN STATE UNIVERSITY**



Dr. Scott Gordon  
President



Dr. Steve Bullard  
Provost and Vice President for  
Academic Affairs

**ALVIN COMMUNITY COLLEGE**



Dr. Christal M. Albrecht  
President



Dr. Cynthia Griffith  
Vice President of Instruction