



ARTICULATION AGREEMENT
between
STEPHEN F. AUSTIN STATE UNIVERSITY
and
AUSTIN COMMUNITY COLLEGE
GUIDED PATHWAYS

This Articulation Agreement is made and entered by and between STEPHEN F. AUSTIN STATE UNIVERSITY, an entity of the State of Texas, and AUSTIN COMMUNITY COLLEGE DISTRICT, 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 Austin Community College District, herein after referred to as “ACC,” Austin, 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 ACC students can transfer completed lower division courses to SFA without any loss of credit and in recognition of approved courses applied toward the ACC 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 aligned bachelor’s degrees and any courses added to the degree program not listed herein, as needed.
2. This Agreement describes the terms and conditions of this partnership and includes the following appendices with details regarding agreement maintenance and specific degree alignment. Changes to any appendix shall not require renegotiating this entire

agreement. Any such change made by one institution shall be communicated in writing to the other in a timely manner so as not to disrupt the student pathway.

Appendix I: Individuals Designated to Maintain Agreement
Appendix II: Degree Programs Alignment
Appendix III: Destination SFA-Cooperative Activity

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 who are determined by SFA to be qualified for admission to SFA and the student's desired degree program.
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 Provost and Vice President for Academic Affairs and the ACC Director of Articulation and University Relations.
4. Continue to advise ACC students into SFA degree programs so long as this Agreement is in effect. SFA cannot guarantee any particular degree 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 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. AUSTIN COMMUNITY COLLEGE DISTRICT agrees to:

1. Provide, upon request by SFA, syllabi for any courses covered by this Articulation Agreement.
2. Communicate to students enrolling in the aligned bachelor's 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 program through the SFA Provost and Vice President for Academic Affairs and the ACC Director of Articulation and University Relations.
4. Continue to advise ACC students who are interested in SFA degrees so long as this Agreement is in effect.
5. 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. Conduct an annual program review.
3. Notify appropriate officials at the partner 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.
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 credit hours credit toward the aligned bachelor's degrees.
2. **Appendix II** contains the courses and degree programs covered by this Articulation Agreement. Any change to Appendix II may be made by mutual written agreement of SFA's Provost and Vice President for Academic Affairs and ACC's Director of Articulation and University Relations, with the approval of the Provost/Executive Vice President for Academic Affairs.
3. This Articulation Agreement provides a mechanism to enable students who have earned enough credits to satisfy the associate degree requirements to have those credits transferred back to ACC so that the degree can be awarded. 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. 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 Registrar and Admissions offices and with the Provost and Vice President for Academic Affairs. This agreement shall be filed with ACC's Office of Articulation and University Relations.
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 (60) 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.

Signatures of Responsible Authorities of the Cooperating Institutions

IN WITNESS WHEREOF, the undersigned parties hereto have set their hands by and through their duly authorized officers. **This Agreement is effective the ____ day of December, 2019.**

**STEPHEN F. AUSTIN STATE
UNIVERSITY**



**Scott Gordon, Ph.D.
President**



**Dr. Steve Bullard
Provost and Vice President for
for Academic Affairs**

**AUSTIN COMMUNITY COLLEGE
DISTRICT**



**Richard M. Rhodes, Ph.D.
President/CEO**



**Charles M. Cook, Ed.D.
Provost/Executive Vice President
Academic Affairs**



**Mike Midgley
Vice President for Instruction**