

**ARTICULATION AGREEMENT
BETWEEN
STEPHEN F. AUSTIN STATE UNIVERSITY
and
COLLEGE OF THE MAINLAND**

This Articulation Agreement is made and entered by and between STEPHEN F. AUSTIN STATE UNIVERSITY, an entity of the State of Texas, and COLLEGE OF THE MAINLAND, 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 College of the Mainland, herein after referred to as “COM,” located at 1200 Amburn Rd. Texas City, TX 77591, 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 COM can transfer completed courses to SFA without any loss of credit or recognition of approved courses applied toward the award of a bachelor’s degree. This agreement further provides guidelines and outlines areas of responsibility ensuring that students at SFA can transfer completed courses to COM without any loss of credit or recognition of approved courses applied toward an associate’s degree. Either institution may propose additional degree and/or program-specific cooperative activities that shall become part of the general agreement upon being signed by both parties. See **Appendices** for degree and/or program-specific guidelines.

II. Terms

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

A. General

1. SFA and COM will each designate an individual who will be responsible for the maintenance of this articulation agreement and sharing of information on the bachelor’s and associate’s 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 I**. Any change to **Appendix I** shall not require renegotiating this Agreement, and any such change made by one institution shall be communicated in writing to the other.
3. The degree programs that are covered by this agreement are included in **Appendix II**. SFA and COM will develop Degree Maps by major which clearly delineate courses taken at COM and those to be completed at SFA. These Degree Maps will outline recommended courses towards a degree at SFA for COM students and specify the number of credits from COM that are transferrable to SFA degree programs. These Degree Maps will be developed by each party and incorporated by reference into this Agreement. Any change to **Appendix II** shall not require renegotiating this Agreement, so long as there is mutual written agreement between the parties. Any such change made by one institution shall be communicated in writing, including via email, to the other in a timely manner so as not to disrupt the purpose of this Agreement.
4. 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.
5. 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 COM students that are determined by SFA's Admissions to be qualified for admission to an SFA bachelor's degree-seeking program.
2. Assist COM transfer students in the transition from COM into an SFA bachelor's degree 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 bachelor's degree program through SFA and the COM.
4. Continue to accommodate COM students into their intended degree so long as this Agreement is in effect. Since SFA cannot guarantee all degree programs will remain 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 COM 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. COLLEGE OF THE MAINLAND agrees to:

1. Provide, upon request by SFA, syllabi for any courses covered by this articulation agreement.
2. Communicate to students enrolling in any SFA 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 degree program through the SFA designee named in **Appendix I**.
4. COM is an equal opportunity entity, and shall not discriminate unlawfully against any COM 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 review of each degree program and requirements.
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. 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 COM to SFA and, thereby, satisfy the corresponding number of semester hours of credit toward a bachelor's degree
2. **Appendix II** contains Degree Programs covered by this articulation agreement.
3. This articulation agreement provides a mechanism to enable COM students who have earned enough credits to satisfy the Associate degree requirements to have those credits transferred back to COM. This **reverse transfer** process expands the SFA and COM partnership in that it will help increase student transfer rates to the university and raise associate degree completion rates for the college.
4. SFA and COM 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.
5. SFA agrees to identify students who transfer from COM 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 COM once it has been determined that the student has completed at least 66 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 COM to facilitate this process.

Annually, COM 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 Coordinator of Academic Partnerships. This agreement shall be filed with COM.
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. Any change to the **Appendices** does not require a formal signature, but shall be communicated in writing to, and accepted by, the administrator of the other institution.
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 1st day of August, 2021.

STEPHEN F. AUSTIN STATE UNIVERSITY

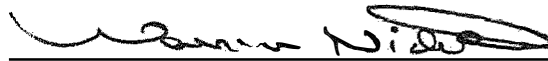
E-SIGNED by Scott Gordon
on 2021-12-17 10:21:41 CST

Dr. Scott Gordon
President


E-SIGNED by Lorenzo Smith
on 2021-12-20 07:31:54 CST

Dr. Lorenzo Smith
Provost and Executive Vice President for
Academic Affairs

COLLEGE OF THE MAINLAND



Dr. Warren Nichols
President



Dr. Jerry Fliger
Vice President of Instruction