

Articulation Agreement between
San Jacinto Community College District
and
Stephen F. Austin State University

San Jacinto Community College District ("SJCCD") and Stephen F. Austin State University ("SFA") have developed this Articulation Agreement ("Agreement") to support student achievement of educational and career goals. The Agreement made effective on January 1, 2022 represents an active educational partnership committed to student success and degree completion.

This Agreement provides for the seamless transfer of credit from SJCCD to SFA (articulation) and from SFA to SJCCD (reverse articulation). This Agreement also defines parameters by which SJCCD and SFA may mutually consent to program or degree specific articulation plans to be covered and enforced by the scope of this Agreement.

SJCCD is authorized to offer instructional programs leading to various associate degrees and to confer the appropriate associate degree on students successfully completing such programs. All such programs are registered with the Texas Higher Education Coordinating Board. SJCCD is regionally accredited by and is a member of the Southern Association of Colleges and Schools (SACS). The SJCCD has its principle place of business at 4624 Fairmont Parkway, Pasadena, Texas 77504.

SFA is authorized to offer instructional programs leading to various baccalaureate degrees and to confer the appropriate baccalaureate degree on students successfully completing such programs. SFA is regionally accredited by and is a member of the Southern Association of Colleges and Schools (SACS). The SFA has its principle place of business at 1836 North Street, Nacogdoches, Texas 75862.

Articulation of Credit

Students may apply for admission to SFA at any time during their enrollment at SJCCD; the SFA application fee will be waived for students transferring under this Agreement.

SJCCD students must meet all SFA requirements and deadlines pertaining to application for admission, orientation and registration, and payments of tuition and fees, other than the application fee. SJCCD students seeking transfer to SFA shall abide by the policies and procedures in effect at the time of their application to SFA, that apply to all students of and/or applicants to SFA.

SJCCD students earning an Associate of Arts, an Associate of Science, or an Associate of Arts in Teaching with a cumulative GPA of 2.5 or greater and transferring under this Agreement will be guaranteed admission to SFA under this Agreement. A maximum of 66 semester credit hours earned at SJCCD with a grade of C or better will be accepted and applied to a designated/appropriate SFA degree plan.

SJCCD students earning an Associate of Applied Science degree and who have completed all requirements of the SJCCD core curriculum with a cumulative GPA of 2.5 or greater will be guaranteed admission to SFA under this Agreement. A maximum of 89 semester credit

hours earned at SJCCD with a grade of C or better will be accepted and credited toward a designated/appropriate applied bachelor's degree plan at SFA. Of the maximum 89 semester credit hours to be accepted by SFA, 42 semester credit hours must satisfy SJCCD core curriculum requirements; the remaining 47 semester credit hours may include courses identified by the Texas Higher Education Coordinating Board's Lower Division Academic Course Guide Manual (ACGM) and/or Workforce Education Course Manual (WECM).

All successfully completed, with a grade of C or better, lower-division academic courses offered by SJCCD, identified by the Texas Common Course Numbering System (TCCNS), and published in the Lower Division Academic Course Guide Manual (ACGM) shall be fully transferable to SFA and be substituted for the equivalent course at SFA.

Unless otherwise specified by an articulation plan approved under this Agreement, SJCCD students may be required to apply and be admitted separately to specific colleges or programs within SFA and be subject to all requirements and limitations of admission procedures to said programs including higher GPA requirement and/or additional specific courses as stated in the course catalog in effect at the time of enrollment at SFA. SFA shall not place requirements on SJCCD students transferring under this Agreement that are not required of its native students.

SJCCD and SFA will work together to provide students with accurate and timely transfer information and academic advising relative to a designated/appropriate SFA degree program. SFA will provide appropriate brochures and informational material to SJCCD and its students. SFA shall provide support services appropriate to meet the needs of SJCCD transfer students, including an orientation program similar to that which is provided to SFA native students and shall finalize an approved degree plan prior to completion of the SJCCD student's second semester of study at SFA.

Reverse Articulation of Credit

The purpose of Reverse Articulation of Credit is to serve SJCCD students who transfer to SFA prior to earning an associate's degree from SJCCD. Reverse articulation of credit permits eligible and interested students to transfer certain course work from SFA to SJCCD to complete requirements for an associate's degree. SFA will follow the procedures established in Tex. Educ. Code § 61.833 and any applicable rules.

For students who transfer from SJCCD to SFA prior to earning an associate's degree, all successfully completed lower-division academic courses offered by SJCCD, identified by the Texas Common Course Numbering System (TCCNS), and published in the Lower Division Academic Course Guide Manual (ACGM) shall be fully transferable to SFA and be substituted for an equivalent course.

At the time of student application to SFA, SFA will notify students of the purpose of this Agreement and the reverse articulation of credit, will ask students to indicate their interest in the reverse articulation of credit to SJCCD, and will notify students of the likelihood that SFA will share transcript information with SJCCD.

SFA will review its student records after the end-of-term processes are complete each full semester and determine which students are eligible for the reverse articulation of credit by applying the following criteria: (i) the SFA student previously transferred coursework from SJCCD, (ii) the student has indicated an interest in reverse articulation of credit and (iii) the student completed necessary credit hours at SJCCD to satisfy the SJCCD residency

requirement. SFA will securely transmit official paper or electronic copies of these students' transcripts to SJCCD.

Upon receipt of SFA 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. Students who meet all SJCCD degree requirements are eligible to receive an SJCCD degree at no additional cost to the student. 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.

Separate academic records for students will be maintained at each institution. Authorized employees of SJCCD and SFA will have access to personally identifiable information about the students who receive or who are eligible for reverse articulation of credit. SJCCD and SFA will ensure their institutional compliance with FERPA regulations.

Articulation Plans

This Agreement establishes general articulation and reverse articulation of credit. Successful transfer and degree completion requires the mapping of credits from specific SJCCD associate's degree programs to specific SFA bachelor's degree programs. Educational planners and advisers at SJCCD and SFA rely on two types of documents to facilitate and support transfer and articulation of credit from SJCCD to SFA: transfer plans and articulation plans

Transfer plans are documents that describe the articulation of credit granted to any student from any institution when transferring to SFA. The transfer plans between SJCCD and SFA clarify how SJCCD credits transfer to SFA based on existing program and degree requirements and state regulations. Transfer plans are developed as a matter of supporting student advising; they do not require formal recognition under this Agreement.

Articulation plans are also transfer plans, but they are more formal and may identify specific admission conditions to be accepted into a program or degree plan at SFA and may describe articulation of credit not guaranteed by transfer plans or state regulations. Articulation plans are developed specifically and uniquely to articulate credit from SJCCD to SFA; articulation plans developed in accordance with this Agreement are guaranteed by this mutual Agreement between the two institutions.

Pursuant to and in support of this Agreement, individual articulation plans may be established that specify which requirements of specific SFA degree plans are satisfied by specific SJCCD courses and credits.

To establish an articulation plan under the legal scope of this Agreement, SJCCD and SFA shall:

- Describe, where appropriate, any application and admission requirements specific to the SFA degree plan to which the SJCCD student plans to transfer.
- Indicate an effective start date and end date for the articulation plan.
- List all course requirements for the SFA degree plan and indicate which SJCCD courses shall satisfy each requirement. Individual courses required as part of the SFA and SJCCD core curriculum shall not be listed; that group of courses shall be noted by a single heading of *Core Curriculum*. It is understood by both parties to this Agreement that those institutions of higher education, as defined by Section 61.003

of the Texas Education Code, which are subject to the jurisdiction of the Texas Higher Education Coordinating Board are required to accept for transfer all courses within the approved core curriculum of any fellow institution of higher education. Pursuant to the terms of this Agreement, SJCCD and SFA further agree that, in the event that SFA is not an institution of higher education subject to the jurisdiction of the Texas Higher Education Coordinating Board, SJCCD and SFA shall also accept for transfer the core curriculum adopted by the parties to this Agreement.

- Conduct a review of all aforementioned details. Reviewers shall include: an instructional administrator with responsibility for the relevant degree program; an educational planner or advisor or enrollment management administrator; and an administrator responsible for managing this articulation Agreement.
- Reviewers shall indicate by paper or electronic signature their approval of the articulation plan.

Articulation plans created under the terms of this Agreement are hereby incorporated into this Agreement by reference and shall be governed by the provisions contained herein. Individual articulation plans may be independently terminated in accordance with the procedures set forth in this Agreement. However, the expiration or termination of any individual articulation plan shall not affect the status of this Agreement or any other individual articulation plans established under this Agreement.

If an articulation plan expires or is terminated for any reason while SJCCD students are enrolled at SFA and pursuing a degree under that articulation plan, SFA must allow students to pursue the degree under the agreed upon articulation plan as long as the student is enrolled continuously at least part-time through Fall and Spring semesters.

General

Term. This Agreement is for a period of five (5) years from the Effective Date. This Agreement may be renewed for one (1) year terms by written agreement of the Parties unless terminated pursuant to the provisions set forth herein.

Voluntary Termination. Either party may terminate the Agreement without cause upon 90 days written notice to the other party. Notwithstanding the foregoing, either party may terminate the Agreement immediately in the event that participation under the Agreement may give rise to a violation of any requirement of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction. Should this Agreement be terminated, SJCCD students in the process of applying to SFA at the time of termination shall be allowed to complete the application process and complete degrees under the terms of this Agreement.

Accreditation. This Agreement is effective only as long as both SJCCD and SFA maintain current accreditation by a regional accrediting association as recognized by the U.S. Department of Education. In the event that either party loses accreditation, this Agreement shall terminate immediately.

Phase-Out. In the event this Agreement is terminated, SJCCD and SFA will continue to provide support and services to students transferring under this Agreement as long as students are enrolled continuously at least part-time through Fall and Spring Semesters.

Agreement Status & Review. The respective designees at both SJCCD and SFA will monitor and report on the status and impact of this Agreement. As long as this Agreement is in effect, the Agreement and any subsequent articulation plans should be reviewed annually or bi-annually and revised or amended as necessary.

FERPA Regulations. SJCCD and SFA agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C §1232g; 34 CFR Part 99) and its associated regulations, taking steps to ensure that confidential information is not disclosed or distributed in a manner inconsistent therewith. This provision shall survive termination or expiration of this Agreement.

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.

Modifications or Amendments. This Agreement may not be amended or modified except by a written instrument executed by both parties. SJCCD and SFA agree to mutual notification of changes and additions to the curriculum and curriculum standards, so that articulation plans may be revised as necessary. Proposed changes in policies or curriculum by either party must be communicated in writing to the other party and agreed upon in consultation with officials of each institution. Any changes agreed upon must be signed by both parties, dated, and attached to this Agreement.

Notices and Requests. All notices given pursuant to this Agreement shall be in writing and shall be validly given on (1) the date of delivery if delivered by email, facsimile transmission, registered or certified mail, or hand delivered, or (2) three (3) business days after being mailed via United States Postal Service addressed as follows:

San Jacinto Community College District
Dr. Brenda Hellyer
4624 Fairmont Parkway
Pasadena, Texas 77504
281-998-6100

Stephen F. Austin State University
Dr. Scott Gordon
1936 North Street
Nacogdoches, Texas 75962

Force Majeure. Neither party shall be liable for any delays resulting from acts of nature, strikes, and riots, acts of war, epidemics, or governmental regulations.

Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of SFA and shall be binding upon and inure to the benefit of San Jacinto Community College District's legal representatives, successors, and assigns.

Governing Law. Harris County, Texas shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

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.

Assignment. Except as otherwise provided in this Agreement, neither party shall assign

or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, which assignment shall not be unreasonably withheld, and any such attempted assignment without such consent shall be void.

No Financial Implication. No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement. SJCCD and SFA are separate and independent institutions of higher education and intend to remain so. The administrators of SFA and SJCCD are authorized to prepare and implement plans of action and procedures necessary to effect this Agreement.

Independent Contractor. Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

San Jacinto Community College District
4624 Fairmont Parkway
Pasadena, TX 77504



Dr. Brenda Hellyer, Chancellor

10/29/2021

Date

Stephen F. Austin State University
1936 North Street
Nacogdoches, Texas 75962



Dr. Scott Gordon, President

11/5/21

Date