



**HOUSTON COMMUNITY COLLEGE
OFFICE OF THE GENERAL COUNSEL
CONTRACT REVIEW CERTIFICATION**

DATE	9/8/2016
CONTRACT NUMBER	3756
CONTRACT TYPE	Articulation Agreement
END USER/ SUBMITTING DEPT.	Dr. Kimberly Beatty
VENDOR NAME	Houston Baptist University
ASSIGNED ATTORNEY	Valerie Simpson

OFFICE OF GENERAL COUNSEL CERTIFICATION:

I have reviewed the aforementioned contract entirely and attest that it: (a) does not contain legally prohibited provisions; (b) includes all legally required provisions; and (c) is not otherwise objectionable on legal, as opposed to administrative, grounds; except as noted in any attached memorandum.

Signature: _____

A handwritten signature in black ink, appearing to read "Valerie Simpson", is written over a horizontal line.

The END USER/SUBMITTING DEPARTMENT understands and acknowledges the following:

- 1) The goods/services covered by the contract have been procured in accordance with all applicable provisions of Texas law, regulations, and HCC's policies and procedures;
- 2) Confirms that all contract terms and provisions are clearly and accurately stated;
- 3) End user has reviewed and understands all provisions of the contract;
- 4) It is the end user's responsibility to ensure that all business terms contained in the contract are accurate, complete, and enforceable; and
- 5) End user ensures the contract is in compliance with all applicable laws and regulations.

Please notify Sharon Flowers, Contracts Administrator, immediately if there are any concerns with the above.



**Articulation Agreement
Houston Baptist University
and
Houston Community College**

This Agreement is entered into and is effective as of the date of final signature (the "Effective Date"), by and between **Houston Baptist University** (the "UNIVERSITY") which is an institution of higher education of the State of Texas and **Houston Community College** ("PARTNER"), a public junior college pursuant to Section 130.004 of the Texas Education Code that is located in Houston, Texas.

Whereas, the UNIVERSITY and PARTNER seek to establish this Articulation Agreement ("Agreement") to facilitate students' transfer to from PARTNER to UNIVERSITY Programs. Both UNIVERSITY and PARTNER may be referred to individually as a "Party" or collectively as the "Parties".

I. PURPOSE

A. This Agreement provides a framework to develop programs designed to enhance the educational experience of students attending both UNIVERSITY and PARTNER institutions in areas including, but not limited to:

- i. Transfer of credit, including Transfer and Reverse Transfer;
- ii. Data sharing;
- iii. Transfer student benefits.

Both Parties enter into this Agreement in the spirit of cooperation and to mutually recognize each other as quality institutions of higher education. Each Party is dedicated to serving students from diverse populations.

B. Both Parties agree to encourage students to complete their degrees at both UNIVERSITY and PARTNER institutions.

II. TRANSFER OF CREDIT

A. Transfer of credit to UNIVERSITY from the PARTNER institution for the purpose of completion of a baccalaureate program of study is designed to maximize the amount of course work completed for the associate degree applicable to the baccalaureate degree.

- a. Credits to UNIVERSITY that are transferrable from PARTNER degree programs may be specified in any amendment(s) to this Agreement.
- b. UNIVERSITY will recognize for transfer credit within legal and accreditation limitations, a maximum of 64 semester credit hours of course work submitted from PARTNER resulting from transfer credit, dual/concurrent enrollment, advanced

placement, CLEP, or other recognized means by which credit is awarded by examination (as appropriate and subject to PARTNER policies).

c. Separate academic records for students will be maintained at each Party's institution.

B. Reverse transfer of credit from the UNIVERSITY institution to PARTNER allows students to complete requirements for the associate degree in accordance with the Texas Education Code Section 2, Chapter 61, Subchapter S, Section 61.833. This program is specifically designed to allow students to receive the advantages pursuant to completion of the associate degree when they leave PARTNER and prior to completion of the baccalaureate degree.

a. PARTNER will provide UNIVERSITY with information on transfer students to help UNIVERSITY officials determine students who could benefit from reverse transfer of courses and UNIVERSITY will provide PARTNER with information about degrees awarded as a result of reverse transfer, subject to applicable state and federal laws.

b. UNIVERSITY and PARTNER will work together to establish a timeline for record exchange, including original submission and the schedule of repeated academic record submissions.

c. Separate academic records for students will be maintained at each Party's institution.

C. UNIVERSITY and PARTNER will promote the opportunity on institution websites, in social media, in printed and electronic materials, and through various presentations, media relations, and events.

III. DATA SHARING

A. PARTNER will provide the following data elements to UNIVERSITY on an annual basis:

a. Directory information, as designated by PARTNER, for students who have expressed a stated interest in transferring to UNIVERSITY institution;

b. Major area of interest for students who have expressed a stated interest in transferring to UNIVERSITY institution, and

c. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both Parties.

B. UNIVERSITY will provide the following data elements to PARTNER on an annual basis:

a. Directory information for students living in the PARTNER service area;

b. Degree name and completion status of PARTNER transfer students;

c. Semesters attended by PARTNER transfer students;

d. Hours completed by PARTNER transfer students;

e. Grade Point Average of PARTNER transfer students, and

f. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both institutions.

C. UNIVERSITY agrees that data transferred from PARTNER to UNIVERSITY is and shall remain the sole and exclusive property of the PARTNER. PARTNER agrees that the data

transferred from UNIVERSITY to the PARTNER is and shall remain the sole and exclusive property of UNIVERSITY.

D. Data sharing practices and storage will be consistent with the Family Education Rights and Privacy Act (FERPA) as well as UNIVERSITY and PARTNER policies and procedures for managing student records and other confidential information.

IV. TRANSFER STUDENT BENEFITS

A. Application fees will be waived for PARTNER students and employees.

B. UNIVERSITY will provide an HBU Transfer Merit Award Scholarship for qualifying undergraduate students OR a 33% tuition discount for transfers admitted with at least a 2.5 GPA, whichever is greater.

C. UNIVERSITY will automatically consider the eligibility of PARTNER students and employees to qualify for a HBU Transfer Merit Award Scholarship.

a. Transfer Merit Award Scholarships will be valued up to \$14,000 each year OR

b. Recipients will receive a 33% tuition credit each semester.

c. Members in good standing with Phi Theta Kappa will also receive an additional \$3,000 scholarship per year.

d. All scholarship awards are renewable for up to 7 semesters based on maintaining a minimum cumulative GPA of 2.5 for the tuition credit or a cumulative GPA of 3.0 for the HBU Transfer Merit Scholarship and the Phi Theta Kappa award.

D. PARTNER students and employees admitted to UNIVERSITY institution will be allowed access to academic advising services at UNIVERSITY institution.

E. Students are permitted to apply to both UNIVERSITY and PARTNER institutions; jointly admitted to UNIVERSITY and PARTNER institution will receive:

a. Student ID at UNIVERSITY and PARTNER institution;

b. Student computer/internet account at UNIVERSITY and PARTNER institution;

c. Student access to computer labs at UNIVERSITY and PARTNER institution;

d. Student access to libraries at UNIVERSITY and PARTNER institution;

e. Student access to sporting events at UNIVERSITY institution, and

f. Free electronic transfer transcript transmission/evaluation

F. PARTNER Honors students admitted to UNIVERSITY institution will receive:

a. Acceptance to UNIVERSITY institution Honors College with a minimum GPA of 3.8 and satisfaction of other Honors College admission criteria (please specify: completion of UNIVERSITY'S Honors College application and a satisfactory interview with UNIVERSITY's Honors College director.);

b. Honors transfer students will be eligible for merit and need-based aid commensurate with qualifications. UNIVERSITY and PARTNER will work together to provide a simple process for scholarship application;

c. Honors transfer students will be eligible to live in UNIVERSITY Honors housing, and

d. UNIVERSITY and PARTNER will work to provide additional opportunities to

Honors transfer students, such as potential aid for housing, potential travel and study abroad benefits, and joint admissions benefits. All opportunities will be detailed in Appendices to this Agreement.

V. TERM

A. This Agreement will commence on 08/22/2016 (date) and remain in effect for two full academic years, including summer, and shall automatically renew for three additional one-year terms for a maximum five-year term unless sooner terminated in accordance with this Agreement. Either Party may request modification of this Agreement in writing, subject to review.

B. Immediate termination will occur if either UNIVERSITY or PARTNER loses their current accreditation status. If termination due to a loss of accreditation occurs, the Agreement will end retroactive to the date the accreditation status changed.

C. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice if the Party to whom such notice is given has breached any provision of this Agreement, and such breach shall not have been cured within twenty (20) days following the receipt of such notice.

D. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement after thirty (30) calendar days' written notice is given to the other Party.

E. Notwithstanding any other provision of this Agreement, in the event of termination, UNIVERSITY agrees to ensure students currently enrolled in or newly accepted into a Program under this Agreement, prior to the effective termination date, will be given the opportunity to complete their Degree Program with UNIVERSITY.

VI. RELATIONSHIP OF THE PARTIES

A. It is agreed and understood that nothing in this Agreement shall be construed to imply or create any partnership, joint venture, association, or like relationship between the Parties. Neither Party shall have the power to obligate or bind the other in any manner except to the extent herein provided.

VII. GENERAL PROVISIONS

A. This Agreement and all attached Exhibits and Appendices (collectively known as the "Articulation Agreement" or "Agreement"), contains the entire agreement between UNIVERSITY and PARTNER and may only be modified in writing by the individuals authorized to execute on behalf of their respective Party below or their designees at least thirty (30) days in advance of the modification.

B. Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision), and venue for purposes of claims, or litigation shall be Houston, Harris County, Texas.

C. Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested as follows:

UNIVERSITY: Legal Department
Houston Baptist University
7502 Fondren Road
Houston, TX 77074

PARTNER: Mark W. Tengler
Houston Community College
3100 Main Street, MC 1132
Houston, Texas 77002

With a copy to: legal@hbu.edu

With a copy to: mark.tengler@hccs.edu

D. This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

E. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

F. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of this Agreement.

IN WITNESS THEREOF, Parties have executed this Agreement in multiple counterparts. The effective date of this Agreement will be the date of the last signature below.

Signatures:

UNIVERSITY:

Sandy Mooney 8/17/16
Signature Date

Name: Sandy Mooney

Title: Vice President for Financial Operations

Signature Date

Name:

Title:

APPROVED AS TO FORM
By [Signature]
Legal

PARTNER:

Cesar Maldonado 09-22-16
Signature Date

Name: Cesar Maldonado, Ph.D., P.E.

Title: Chancellor
Houston Community College

Attached:

Optional Partnership for Joint Admission

Optional Partnership for Cooperative Advising

**Optional Partnership for Joint Admission
Between
Houston Baptist University ("UNIVERSITY")
And
Houston Community College ("PARTNER")**

I. PURPOSE

Joint Admission provides students the opportunity to maximize utilization of facilities and programs offered jointly by UNIVERSITY and PARTNER.

Programs in Joint Admission include the ability to attend both schools simultaneously or alternately, and (select and initial all that apply):

- Student ID at UNIVERSITY and PARTNER institution
- Student computer/internet account at UNIVERSITY and PARTNER institution
- Student access to computer labs at UNIVERSITY and PARTNER institution
- Student access to libraries at UNIVERSITY and PARTNER institution
- Student access to student employment opportunities at UNIVERSITY and PARTNER institution.
- Student access to sporting events at UNIVERSITY institution
- Free electronic transfer transcript transmission/evaluation
- Reduced application fee to UNIVERSITY institution

II. JOINT OBLIGATIONS

UNIVERSITY and PARTNER agree to the following terms and conditions (in addition to the specifications of the Articulation Agreement):

D. Students applying to PARTNER and simultaneously meeting UNIVERSITY admission requirements may apply for and be accepted into the joint admission program following the UNIVERSITY institution's application process.

E. If a student does not meet the UNIVERSITY institution entrance requirements at the time they enter PARTNER, they are not eligible for joint admission. They may become eligible at a future date by meeting the requirements for transfer student admission to UNIVERSITY institution.

F. After acceptance under joint admission, a student must continually meet all admission requirements for both institutions to retain their eligibility to participate in the program.

G. Students accepted under joint admission may transfer, alternate enrollment between institutions, or co-enroll at their discretion.

H. Students opting for co-enrollment must meet all payment deadlines for the respective institutions. Means for reducing student financial obligations will be explored. UNIVERSITY and PARTNER will strive to make financial aid transfer between the respective institutions as convenient as possible for the student.

I. Students who lose their eligibility to continue in classes at either Party's institution lose their eligibility to participate in the joint admissions program. Each Party reserves the right to allow students to continue at its respective discretion.

J. Students are expected to abide by conduct, computer/Internet usage, and facilities usage policies at each institution. Students who co-enroll will be expected to be knowledgeable of the rules for students at both institutions and agree to comply with said rules. Students appealing academic or disciplinary issues will be directed to the institution under whose jurisdiction the matter falls and will follow established procedures at that institution.

K. Students may transfer courses covered by articulation agreements freely between both institutions.

Signatures:

UNIVERSITY:

Sandy Mooney 8/17/16
Signature Date

Name: Sandy Mooney

Title: Vice President for Financial Operations

PARTNER:

Cesar Maldonado 09-29-16
Signature Date

Cesar Maldonado, Ph.D., P.E.
Chancellor
Houston Community College

Signature Date

Name:

Title:

APPROVED AS TO FORM

By TS
Legal

