

Articulation Agreement between

San Jacinto Community College District

and

Houston Baptist University

The San Jacinto Community College District (SJCD) and Houston Baptist University (*HBU*), have developed this agreement to support student achievement of educational and career goals. The agreement represents an active educational partnership committed to student success and degree completion.

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

SJCD 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. SJCD is regionally accredited by and is a member of the Southern Association of Colleges and Schools (SACSCOC). The SJCD has its principle place of business at 4624 Fairmont Parkway, Pasadena, Texas 77504.

HBU is authorized to offer instructional programs leading to various baccalaureate degrees and to confer the appropriate baccalaureate degree on students successfully completing such programs. *HBU* is regionally accredited by and is a member of the Southern Association of Colleges and Schools (SACSCOC). *HBU* has its principle place of business at 7502 Fondren Road, Houston, Texas 77074.

Articulation of Credit

Students may apply for admission to *HBU* at any time during their enrollment at SJCD; the *HBU* application and admission fee will be waived for students transferring under this agreement.

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

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

SJCD students earning an Associate of Applied Science degree and who have completed all requirements of the SJCD core curriculum with a cumulative GPA of 2.5 or greater will be guaranteed admission to *HBU* under this agreement. A maximum of 89 semester credit hours earned at SJCD with a grade of C or better will be accepted and credited toward a designated/appropriate applied bachelor's degree plan at *HBU*. Of the maximum 89 semester credit hours to be accepted by *HBU*, 42 semester credit hours must satisfy SJCD 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 SJCD, 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 *HBU* and be substituted for the equivalent course at *HBU*.

Unless otherwise specified by an articulation plan approved under this agreement, SJCD students may be required to apply and be admitted separately to specific colleges or programs within *HBU* 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 *HBU*. *HBU* shall not place requirements on SJCD students transferring under this agreement that are not required of its native students.

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

Reverse Articulation of Credit

The purpose of Reverse Articulation of Credit is to serve SJCD students who transfer to *HBU* prior to earning an associate's degree from SJCD. Reverse articulation of credit permits eligible and interested students to transfer certain course work from *HBU* to SJCD to complete requirements for an associate's degree.

For students who transfer from SJCD to *HBU* prior to earning an associate's degree, all successfully completed lower-division academic courses offered by SJCD, 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 *HBU* and be substituted for an equivalent course.

At the time of student application to *HBU*, *HBU* 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 SJCD, and will notify students of the likelihood that *HBU* will share transcript information with SJCD.

Each September or at other appropriate intervals agreed upon by the parties, *HBU* will review its student records and determine which students are eligible for the reverse articulation of credit by applying the following criteria: (i) the *HBU* student previously transferred coursework from *SJCD*, (ii) the student has indicated an interest in reverse articulation of credit and (iii) the student completed at least 24 semester credit hours at *SJCD*. *HBU* will securely transmit official paper or electronic copies of these students' transcripts to *SJCD*.

Upon receipt of *HBU* transcript information, *SJCD* 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 *SJCD*. Students who meet all *SJCD* degree requirements are eligible to receive an *SJCD* degree at no additional cost to the student. *SJCD* will notify each student that he or she is eligible to receive an associate's degree and eligible to participate in *SJCD*'s graduation ceremony.

Separate academic records for students will be maintained at each institution. Authorized employees of *SJCD* and *HBU* will have access to personally identifiable information about the students who receive or who are eligible for reverse articulation of credit. *SJCD* and *HBU* 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 *SJCD* associate's degree programs to specific *HBU* bachelor's degree programs. Educational planners and advisers at *SJCD* and Houston Baptist University rely on two types of documents to facilitate and support transfer and articulation of credit from *SJCD* to *HBU*: 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 *HBU*. The transfer plans between *SJCD* and *HBU* clarify how *SJCD* credits transfer to *HBU* 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 *HBU* > 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 *SJCD* to *HBU*. 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 *HBU* degree plans are satisfied by specific *SJCD* courses and credits.

To establish an articulation plan under the legal scope of this agreement, *SJCD* and *HBU* shall:

- Describe, where appropriate, any application and admission requirements specific to the *HBU* degree plan to which the *SJCD* student plans to transfer.
- Indicate an effective start date and end date for the articulation plan.

- List all course requirements for the HBU degree plan and indicate which SJCD courses shall satisfy each requirement. Individual courses required as part of the HBU and SJCD 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, SJCD and HBU further agree that, in the event that HBU is not an institution of higher education subject to the jurisdiction of the Texas Higher Education Coordinating Board, SJCD and HBU 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.

Individual articulation plans may be independently terminated according to the terms of this agreement. Termination of individual articulation plans does not affect the status of the agreement or other individual articulation plans established under this agreement.

If an articulation plan expires or is terminated for any reason while SJCD students are enrolled at *HBU* and pursuing a degree under that articulation plan, *HBU* 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 date that it is signed by the authorized representatives of both institutions. This Agreement shall not automatically renew upon the expiration of the term set forth in this Section.

Voluntary Termination. This agreement may be terminated by either party by giving written notice of said party's intentions to the SJCD Office of the Vice Chancellor for Learning and/or to the *Legal Department (legal@hbu.edu)* at least 90 days prior to the date on which action would be taken. Such a notice will specify the nature of the action contemplated and the rationale for such action.

Indemnification/Defend. The parties both shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, agents and third party agents. Therefore, each party shall be held responsible for its own sole negligence, and the parties both shall, to the extent authorized by the constitution and laws of the State of Texas, indemnify and hold the other parties harmless from any loss which results therefrom. Neither party shall have a duty to defend, including but not limited to, claims and actions. By entering into this Agreement, and complying with the terms and requirements hereof, it is recognized that SJCD is not waiving the governmental

immunity that SJCD, its agents or employees have under law or any other rights, privileges and immunities belonging to or ascertainable by SJCD under either state or federal law.

Accreditation. This agreement is effective only as long as both SJCD and *HBU* 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, SJCD and *HBU* 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 SJCD and *HBU* 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. SJCD and HBU 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. SJCD and *HBU* 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

Houston Baptist University
Legal Department
7502 Fondren Road
Houston, Texas 77074
281-649-3000

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.

Publicity. Neither party hereto shall, without securing written or electronic consent of the other party, publicly announce the existence of this Agreement or advertise or release any publicity in regard thereto, except that SJCD and HBU may disclose the terms of this Agreement to the extent required by law or regulation.

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

Non-Exclusivity The agreement between the parties is non-exclusive and both parties have the right to enter similar agreements with third parties at any time.

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. The Parties agree that exclusive and mandatory venue for such trial shall be Harris County, 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. SJCD and HBU are separate and independent institutions of higher education and intend to remain so. The administrators of HBU and SJCD 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

Brenda Hellyer, Chancellor

Date

Houston Baptist University
7502 Fondren Road
Houston, Texas 77074

Sandra Mooney
Sandra Mooney, CFO/COO

7/13/17

Date