

Articulation Agreement between San Jacinto Community College District and The University of Texas at Tyler

The San Jacinto Community College District (SJCD) and The University of Texas at Tyler (UT Tyler), have developed this Articulation Agreement ("Agreement") to support student achievement of educational and career goals. The Agreement made effective March 28, 2022 ("Effective Date") represents an active educational partnership committed to student success and degree completion.

This Agreement provides for the seamless transfer of credit from SJCD to UT Tyler (articulation) and from UT Tyler to SJCD (reverse articulation). This Agreement also defines parameters by which SJCD and UT Tyler 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 (SACS). The SJCD has its principle place of business at 4624 Fairmont Parkway, Pasadena, Texas 77504.

UT Tyler is authorized to offer instructional programs leading to various baccalaureate degrees and to confer the appropriate baccalaureate degree on students successfully completing such programs. UT Tyler is regionally accredited by and is a member of the Southern Association of Colleges and Schools (SACS). UT Tyler has its principle place of business at 3900 University Blvd. Tyler, TX 75799.

Articulation of Credit

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

SJCD students must meet all UT Tyler 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 UT Tyler shall abide by the policies and procedures in effect at the time of their application to UT Tyler, that apply to all students of and/or applicants to UT Tyler.

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 2.0 or greater and transferring under this Agreement will be guaranteed admission to UT Tyler 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 UT Tyler 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 2.0 or greater will be admitted to UT Tyler 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 Bachelor of Applied Arts and Sciences degree plan at UT Tyler. Of the maximum 89 semester credit hours to be accepted by UT Tyler, 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 UT Tyler and be substituted for the equivalent course at UT Tyler.

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 UT Tyler 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 UT Tyler. UT Tyler shall not place requirements on SJCD students transferring under this Agreement that are not required of its native students.

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

Reverse Articulation of Credit

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

For students who transfer from SJCD to UT Tyler 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 UT Tyler and be substituted for an equivalent course.

At the time of student application to UT Tyler, UT Tyler 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 UT Tyler will share transcript information with SJCD.

Each September or at other appropriate intervals agreed upon by the parties, UT Tyler will review its student records and determine which students are eligible for the reverse articulation of credit by applying the following criteria: (i) the UT Tyler 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. UT Tyler will securely transmit official paper or electronic copies of these students' transcripts to SJCD.

Upon receipt of UT Tyler 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 UT Tyler will have access to personally identifiable information about the students who receive or who are eligible for reverse articulation of credit. SJCD and UT Tyler 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 UT Tyler bachelor's degree programs. Educational planners and advisers at SJCD and UT Tyler rely on two types of documents to facilitate and support transfer and articulation of credit from SJCD to UT Tyler: 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 UT Tyler. The transfer plans between SJCD and UT Tyler clarify how SJCD credits transfer to UT Tyler 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 UT Tyler 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 UT Tyler; 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 UT Tyler degree plans are satisfied by specific SJCD courses and credits.

To establish an articulation plan under the legal scope of this Agreement, SJCD and UT Tyler shall:

- Describe, where appropriate, any application and admission requirements specific to the UT Tyler 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 UT Tyler degree plan and indicate which SJCD courses shall satisfy each requirement. Individual courses required as part of the UT Tyler 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 UT Tyler further agree that, in the event that UT Tyler is not an institution of higher education subject to the jurisdiction of the Texas Higher Education Coordinating Board, SJCD and UT Tyler 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 UT Tyler and pursuing a degree under that articulation plan, UT Tyler 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. This Agreement may be terminated without cause 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 UT Tyler Provost and Executive Vice President for Academic Affairs 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.

Accreditation. This Agreement is effective only as long as both SJCD and UT Tyler 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 UT Tyler 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 UT Tyler 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 UT Tyler 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 UT Tyler 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 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

The University of Texas at Tyler
Dr. Amir Mirmiran
3900 University Blvd.
Tyler, TX 75799
903-566-7103

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 UT Tyler 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 UT Tyler 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. SJCD and UT Tyler are separate and independent institutions of higher education and intend to remain so. The administrators of UT Tyler 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 4/7/2022
Brenda Hellyer, Chancellor Date

The University of Texas at Tyler
3900 University Blvd.
Tyler, TX 75799

DocuSigned by:
Amir Mirmiran 4/4/2022
Amir Mirmiran, Ph.D. 6038D7939FB642E... Date
Provost and Executive Vice President for Academic Affairs