

Articulation Agreement
Between Lone Star College and
University of Texas at Tyler



This Agreement is entered into and is effective as of the date of final signature (the “Effective Date”), by and between Lone Star College (the “COLLEGE”), which is an institution of higher education of the State of Texas and a public junior college pursuant to Section 130.004 of the Texas Education Code that is located in The Woodlands, Texas, and
 University of Texas at Tyler (“PARTNER”), which is located at
 3800 University Boulevard, Tyler, TX 75799.

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

1. PURPOSE

- 1.1. This Agreement provides a framework to develop degree plans designed to enhance the educational experience of students attending both COLLEGE and PARTNER institutions in areas including, but not limited to:
 - 1.1.1. Transfer of credit, including Transfer and Reverse Transfer;
 - 1.1.2. Data sharing;
 - 1.1.3. Transfer student benefits.
- 1.2. 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.

2. TRANSFER OF CREDIT

- 2.1. Transfer of credit from COLLEGE to 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.
- 2.2. Credits from COLLEGE that are transferrable to PARTNER degree programs may be specified in any amendment(s) to this Agreement.
- 2.3. PARTNER will recognize for transfer credit within legal and accreditation limitations, no less than 60 semester credit hours of course work submitted from COLLEGE 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 COLLEGE policies).
- 2.4. Separate academic records for students will be maintained at each Party’s institution.
- 2.5. Reverse transfer of credit from the PARTNER institution to COLLEGE 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 COLLEGE and prior to completion of the baccalaureate degree.

- 2.6. PARTNER will provide COLLEGE with information on transfer students to help COLLEGE officials determine students who could benefit from reverse transfer of courses and COLLEGE will provide PARTNER with information about degrees awarded as a result of reverse transfer, subject to applicable state and federal laws.
- 2.7. COLLEGE and PARTNER will work together to establish a timeline for record exchange, including original submission and the schedule of repeated academic record submissions.
- 2.8. Separate academic records for students will be maintained at each Party's institution.
- 2.9. COLLEGE and PARTNER may promote the opportunity on institution websites, in social media, in printed and electronic materials, and through various presentations, media relations, and events.

3. DATA SHARING

- 3.1. COLLEGE will provide the following data elements to PARTNER on an annual basis:
 - 3.1.1. Directory information and limited directory information, as designated by COLLEGE, for students who have expressed a stated interest in transferring to PARTNER institution;
 - 3.1.2. Major area of interest for students who have expressed a stated interest in transferring to PARTNER institution, and
 - 3.1.3. 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.
- 3.2. PARTNER will provide the following data elements to COLLEGE on an annual basis:
 - 3.2.1. Directory information for COLLEGE transfer students;
 - 3.2.2. Degree name and completion status of COLLEGE transfer students;
 - 3.2.3. Semesters attended by COLLEGE transfer students;
 - 3.2.4. Hours completed by COLLEGE transfer students;
 - 3.2.5. Grade Point Average of COLLEGE transfer students; and
 - 3.2.6. Student information within legal guidelines about specific students with the goal of evaluating student success and making students aware of the potential to satisfy degree requirements by transferring coursework between both institutions.
- 3.3. COLLEGE agrees that data transferred from PARTNER to COLLEGE is and shall remain the sole and exclusive property of the PARTNER. PARTNER agrees that the data transferred from COLLEGE to the PARTNER is and shall remain the sole and exclusive property of COLLEGE.
- 3.4. Data sharing practices and storage will be consistent with the Family Education Rights and Privacy Act (FERPA) as well as COLLEGE and PARTNER policies and procedures for managing student records and other confidential information.

4. TRANSFER STUDENT BENEFITS

- 4.1. Application fees will be waived for COLLEGE: students employees.
- 4.2. PARTNER will provide a N/A % tuition discount for N/A terms for COLLEGE students and employees that enroll at PARTNER institution.
- 4.3. Recognize the eligibility of COLLEGE students and employees to apply for the following scholarship program(s):
- 4.3.1. Scholarships will be valued up to 2,000 \$ each, and/or
- 4.3.2. Recipients will receive up to N/A \$ tuition credit each term,
- 4.3.3. Renewable for up to 2 terms based on maintaining eligibility.
- 4.4. COLLEGE Honors students admitted to PARTNER institution will receive:
- 4.4.1. Acceptance to PARTNER institution Honors College with a minimum GPA of N/A and satisfaction of the following Honors College admission criteria: N/A);
- 4.4.2. PARTNER will accept a minimum of 12 hours of transfer Honors credits;
- 4.4.3. Honors transfer students will be eligible for merit and need-based aid commensurate with qualifications. COLLEGE and PARTNER will work together to provide a simple process for scholarship application;
- 4.4.4. Honors transfer students will be eligible to live in PARTNER Honors housing, and
- 4.4.5. COLLEGE 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.

5. TERM

- 5.1. This Agreement will commence on the date of final signature and remain in effect for five full academic years, including summer, unless sooner terminated in accordance with this Agreement. Either Party may request modification of this Agreement in writing, subject to review.
- 5.2. Immediate termination will occur if either COLLEGE 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. Notwithstanding any other provision of this Agreement, in the event of termination, PARTNER 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 PARTNER.

6. RELATIONSHIP OF THE PARTIES

6.1. 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.

7. GENERAL PROVISIONS

7.1. This Agreement and all attached Exhibits and Appendices (collectively known as the "Articulation Agreement" or "Agreement"), contains the entire agreement between COLLEGE 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.

7.2. Any programs, data, training materials, or other work product, in any format, created under this Agreement or under an executed scope of work ("Intellectual Property") shall be the property of the College, unless otherwise specifically set forth in the Agreement.

7.3. Partner shall not use the College's name, logo, or likeness in any press release, marketing materials, or other public announcement without receiving the College's prior written approval.

7.4. 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 Montgomery County, Texas.

7.5. The parties shall send all required notices both to the email and the physical address as follows:

Lone Star College - University Center
Attention: Articulation
3232 College Park Drive
The Woodlands, Texas 77384-4500
Karen.K.Vance@LoneStar.edu

The University of Texas at Tyler
3800 University Boulevard
Tyler, TX 75799

This Agreement is entered 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.

7.6. 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.

Form No. OGC-S-2016-04

7.7. 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.

PARTNER

DocuSigned by:
Amir Mirmiran
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By: _____

Name: Amir Mirmiran, Ph.D.

Date: 4/1/2022

Title: Provost and EVP for Academic Affairs

THE COLLEGE

By: *Dwight Smith*

Name: Dwight Smith

Date: 2/28/2022

Title: Vice Chancellor, Academic and Workforce Success

By: _____

Name: _____

Date: _____

Title: _____

By: *Valerie Jones*

Name: Valerie Jones

Date: 2/25/2022

Title: Associate Vice Chancellor, Academic Affairs

APPROVED AS TO FORM:
Shannon J. Black
SHANNON BLACK
LEGAL FELLOW II
LONE STAR COLLEGE