

Contract Number: 734-2020-ART-001520  
Start Date: Tuesday, November 19, 2019  
End Date: Thursday, November 18, 2021



## **Articulation Agreement**

**Texas Southmost College**

**and**

**Lamar University**

This formal Articulation Agreement (“Agreement”) is entered into by Lamar University (“LU”), an institution of higher education, whose main office address is at 4400 MLK Parkway, Beaumont, TX 77710, and Texas Southmost College (“TSC”), public institution of higher education, whose main office address is at 80 Fort Brown, Brownsville, Texas 78520. By this Agreement, effective on 11/19/2019 12:00 AM, LU and TSC, individually known as a “Party” and collectively known as “Parties” or “Institutions”, express a shared commitment to increase opportunities for student access to, and success in, higher education. By clarifying transfer policies and procedures that assure articulation between programs, the Institutions seek to forge a seamless transfer from the associate to the baccalaureate degree.

### **General Provisions and Terms**

1. Purpose. This Agreement formally recognizes that both Institutions are active educational partners, committed to providing greater educational opportunities and services for students transferring between Institutions. Student benefits include: scholarships, joint admissions, and Honors College. This Agreement will also permit eligible and interested students to transfer certain course work from LU to TSC to complete requirements for the associate degree issued by TSC. This process is called reverse transfer or reverse articulation.
2. Transfer of Credit. The Institutions will develop agreements by major which will clearly delineate courses to be taken at TSC and those to be completed at LU. These specified, individualized degree maps will be between the Parties in service of the students who choose to participate in these plans. These degree maps will outline recommended courses toward a degree at LU for TSC students and specify the number of credits from TSC that are transferable to LU degree programs. These degree maps shall be developed by each Party and incorporated for all purposes into this Agreement as Addendum(s). (See Addendum(s))
3. Reverse Transfer. In order to facilitate the reverse articulation of credit to eligible TSC students who transfer to LU prior to earning an associate degree at TSC, the Parties agree to encourage the reverse transfer of credit from LU to TSC in order to allow said students to complete requirements for an associate degree in accordance with Texas Education Code, Section 61.833. This reverse transfer of credit is specifically designed to allow students to complete the requirements of an associate degree even after transferring from

TSC and prior to completion of the baccalaureate degree. To facilitate the reverse transfer of credit, the Parties agree that:

- a. At an interval agreed upon by both Parties, LU will review its student records and determine which students are eligible for the reverse articulation of credit. TSC and LU will work together to establish a timeline for record exchange, including original submission and the schedule of repeated academic record submissions;
  - b. In accordance with the requirements of Section 61.833 of the Texas Education Code, LU shall notify its matriculated students of the reverse transfer opportunity at TSC and request authorization from the student for LU to release the student's academic course information to TSC for the purpose of determining whether the student has earned the required credits for an associate degree offered by TSC;
  - c. Upon its receipt of a student's signed consent, LU will provide TSC with information on transfer students to help TSC officials determine students who could benefit from reverse transfer of courses and TSC will provide LU with information about degrees awarded as a result of reverse transfer, subject to applicable state and federal laws.
  - d. Upon its receipt of LU transcript information, TSC 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 TSC. TSC will notify each student that he or she is eligible to receive an associate degree and eligible to participate in TSC's graduation ceremony.
  - e. TSC will collaborate with LU on the services listed above, provide the necessary contact information for students, and report any problems or challenges to the designated LU representative in a timely manner.
  - f. Separate academic records for students will be maintained at each institution.
4. Data Sharing. TSC and LU agree to exchange data that will contribute to the maintenance and improvement of these transfer arrangements and promote effective cooperation between the two Institutions and agree to protect students' privacy and guard against the unauthorized release of identifying student information and records in accordance with the Family Educational Rights and Privacy Act (FERPA), and comply with all applicable requirements regarding data sharing and storage of student records.

TSC will provide the following data elements to LU on an annual basis:

- a. TSC will provide directory information, as designated by TSC, for students who have expressed a stated interest in transferring to LU;
- b. Major area of interest for students who have expressed a stated interest in transferring to LU; 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

LU will provide the following data elements to TSC on an annual basis:

- a. Directory information for students living in the TSC service area;
- b. Degree name and completion status of TSC transfer students;

- c. Semesters attended by TSC transfer students;
- d. Hours completed by TSC transfer students;
- e. Grade Point Average of TSC 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.

TSC agrees that data transferred from LU to TSC is and shall remain the sole and exclusive property of LU. LU agrees that the data transferred from TSC to LU is and shall remain the sole and exclusive property of TSC. LU and TSC acknowledge that educational records maintained by each institution are subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) and the regulations promulgated under its authority. Both Institutions agree to comply with FERPA regulations and implement appropriate procedures to ensure that confidential information is not disclosed or distributed.

5. **Cooperative Advising.** Cooperative Advising allows students to access academic advisors at both Institutions for the purpose of planning and selecting courses applicable to the anticipated degree program at both Institutions. This opportunity applies to all students with an expressed interest in transferring to LU for advising on degree programs subject to this Agreement. LU agrees to provide reasonable access to academic advisors from LU to students attending TSC prior to their actual transfer and in accordance with this Agreement.
6. **Program Changes.** TSC and LU agree to review annually and promptly communicate with each other any future curriculum changes, policy changes, or resident credit requirements that will affect this agreement or any program Agreement developed hereunder.
7. **Promotion.** TSC and LU agree to cooperate in communicating with each other concerning the relationship between the two Institutions. TSC and LU agree to acknowledge and recognize the information in this Agreement on each institution's website and via other marketing and publicity methods; any such website/marketing materials must be approved in writing in advance by both Parties.
8. **Term and Termination.** Upon execution of this Agreement, the arrangement shall continue for two years with automatic renewals for up to five years total until terminated by either Party. Either Party may terminate this Agreement after thirty (30) calendar days' written notice is given to the other Party. 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. Immediate termination will occur if either Party 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.

In the event of termination of this Agreement, LU 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 LU.

9. **Non-Exclusivity.** This Agreement does not preclude TSC or LU from entering into similar agreements with other Institutions of higher education.
10. **Governing Law; Venue.** This Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement.
11. **No Waiver of Immunity.** Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by either Party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this Agreement, the terms of this paragraph shall control.
12. **Indemnification.** TO THE EXTENT PERMITTED BY TEXAS LAW, LU AGREES TO INDEMNIFY, RELEASE AND HOLD TSC AND TSC'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LU AND ITS EMPLOYEES IN PERFORMANCE OF THE SERVICES.  
  
**TSC AGREES TO INDEMNIFY, RELEASE, AND HOLD LU, THE TEXAS STATE UNIVERSITY SYSTEM AND THEIR REGENTS, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TSC AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.**
13. **Compliance with Laws and Regulations.** Each Party will each comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and accountability Act (HIPAA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; applicable provisions of the Texas Education Code and Texas Government Code.



14. **Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve a dispute arising under the Agreement.
15. **Nondiscrimination.** In their execution of this Agreement, the Parties, and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the Parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this agreement.
16. **Notice.** Amendment, renewal or extension of this Agreement will require the written agreement of both Institutions. Notice of termination by either Party to the other shall be in writing and addressed to the Party identified below with return receipt requested, or by personal delivery:

Lamar University:  
Dr. James Marquart  
Provost and Vice President, Academic Affairs  
985 East Florida Drive  
Beaumont, TX 77710

Texas Southmost College  
Dr. Jesus Roberto Rodriguez  
President  
80 Fort Brown  
Brownsville, Texas 78520

In witness whereof, the authorized representatives of the Parties have executed this Agreement in duplicate originals on the November 1, 2019. An original, signed copy of this agreement will be maintained by each of the signatories. The effective date of this agreement will be the date listed herein.

Lamar University  
Authorized Representative

James Marquart (Dec 4, 2019)

Dr. James Marquart  
Provost and Vice President for  
Academic Affairs

Texas Southmost College  
Authorized Representative

  
Dr. Jesus Roberto Rodriguez  
President