

Articulation Agreement between
San Jacinto Community College District
And
Franklin University

Whereas, Franklin University is an accredited institution of higher education duly authorized to offer programs leading to various baccalaureate degrees and to confer such degrees, and

Whereas, San Jacinto Community College District is authorized to offer programs leading to various associate degrees, and to confer the appropriate associate degree on students successfully completing such programs, with all such programs registered with the Texas Higher Education Coordinating Board, and

Whereas, San Jacinto Community College District and Franklin University share a learner-centered and community-oriented approach to higher education, and

Whereas, they share a common desire to create a seamless transition for the San Jacinto Community College District graduates seeking a Franklin University bachelor of science degree that articulates well with programs offered at San Jacinto Community College District, and

Whereas, the two institutions seek to use current technology to enhance the educational options for time and/or place bound working adults, now, therefore,

Now, therefore, San Jacinto Community College District and Franklin University hereby enter into this Articulation Agreement designed to affect the above stated aims in a manner that will provide the participating students with a quality bachelor's degree completion program.

San Jacinto Community College District and Franklin University have developed this Articulation Agreement to allow students and graduates of San Jacinto Community College District to complete a Bachelor of Science degree from Franklin University's distance-education, degree-completion program. Students must complete a minimum of 40 credit-hours from Franklin to complete their degrees at Franklin University.

This Articulation Agreement states the conditions under which Franklin University will accept and apply credits from San Jacinto Community College District. Transfer Guides, developed specifically for San Jacinto College, list the courses students and graduates are to complete at the community college in order to maximize transfer.

San Jacinto Community College District students planning to complete their bachelor's degree at Franklin University may apply to Franklin University at any time during their enrollment at San Jacinto Community College District.

San Jacinto Community College District and Franklin University agree to comply with the Gramm Leach Bliley Act of 1999 and FERPA regulations, taking steps to ensure that confidential information is not disclosed or used inappropriately. Information will be shared

as needed to allow students to participate in the Community College Alliance program and to track student interest, persistence, and success.

Franklin University encourages students to complete their Associate's degree at the community college before transfer. However, Franklin strongly encourages students to take their first Franklin course (PF 321: Learning Strategies) before completing their bridge courses at San Jacinto Community College District. The student who successfully completes an Associate's degree from San Jacinto Community College District will be accepted into Franklin University's degree-completion program. Franklin University will apply the Associate's degree coursework as described in this Articulation Agreement and listed on the Transfer Guide. The student who has not completed an Associate's degree but has 60 or more transferable semester hours of college coursework will be accepted into the Franklin University degree-completion program.

Students may concurrently take courses at both institutions. Each institution will provide student services for students enrolled at that institution. Franklin University will enter into a financial aid consortium agreement with San Jacinto Community College District that will allow students to take courses concurrently from both institutions during a given academic term and maintain eligibility for federal financial aid for all applicable coursework.

San Jacinto Community College District and Franklin University will work together to provide students with accurate and timely transfer information and academic advising relative to Franklin University's degree-completion program. Franklin University will provide appropriate brochures and informational material to San Jacinto Community College District and its students.

San Jacinto Community College District agrees to notify Franklin University annually of changes and additions to the curriculum and curriculum standards, so that the Transfer Guides can be revised as necessary.

Franklin University agrees not to place requirements on students transferring under this agreement which are not required of its native students.

The respective designees at both institutions will monitor and report on the status of the Articulation Agreement. Either party may terminate this agreement by giving written notice to the other institution at least six (6) months prior to the effective date of termination. Such a notice will specify the nature of the action contemplated and the rationale for such action. In the event the program is discontinued, Franklin University and San Jacinto Community College District will continue to provide the educational program and student services during a phase-out period of up to 24 months or until the last active student completes the program. This agreement is for a period of five (5) years from the date that it is signed by the Franklin University president. At that point, both institutions will review the success of the alliance and each may determine if the alliance will be renewed.

This Agreement is effective only under the condition that both the San Jacinto Community College District and Franklin University maintain current accreditation by a regional accrediting association as recognized by the U.S. Department of Education. In the event that either party loses its accreditation, this Agreement shall terminate immediately.

Any modifications to this Agreement must be made in writing and signed by both parties. Changes to course classifications and course sequence templates developed under this agreement, including additions, deletion and corrections, may be made at any time and shall be communicated to the contact person at San Jacinto Community College District as these changes occur.

Notices

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. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party:

Franklin University

San Jacinto Community College District

Bill Chan, Director CCA
201 South Grant Avenue
Columbus, OH 43215
Phone No.: 614-947-6054
Facsimile No.: 614-947-6745

Office of the Chancellor
4624 Fairmont Parkway
Pasadena, TX. 77504
Phone No.: 281-998-6101
Facsimile No.: 281-479-8127

Shelly McMahon, Dir. Articulation
201 South Grant Avenue
Columbus, OH 43215
Phone No.: 614-947-6858
Facsimile No.: 614-947-6855

Kenneth Lynn, Vice Chancellor of Fiscal Affairs
4624 Fairmont Parkway
Pasadena, TX. 77504
Phone No.: 281-998-6306
Facsimile No.: 281-998-6324

Teri A. Fowle, Vice President of Marketing
4624 Fairmont Parkway
Pasadena, TX. 77504
Phone No. 281-998-6151
Facsimile No.: 281-998-6185

General

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 consent of the other party, publicly announce the existence of this Agreement or advertise or release any publicity in regard thereto, except that Franklin University and San Jacinto Community College District, Marketing Office 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 Franklin University and shall be binding upon and inure to the benefit of San Jacinto Community College District's legal representatives, successors, and assigns.

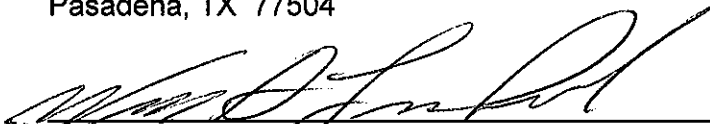
Governing Law. Harris County, Texas shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed 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.

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, Suite 200
Pasadena, TX 77504



William H. Lindemann, Jr., Chancellor

3-3-09

Date

Franklin University
201 South Grant Avenue
Columbus, OH 43215



David R. Decker, President

3/31/09

Date

For San Jacinto College users:

To view a number of the articulation agreement completion guide tables go to:

<G:\Articulation Agreements\Higher Ed\Executed\Franklin\Franklin Uni Completion Guides.pdf>

Thank you,

Associate of Vice Chancellor for Learning Office

August 25, 2011