

## **ARTICULATION AGREEMENT**

### **Between San Jacinto College District and the University of Houston-Clear Lake**

The University of Houston-Clear Lake (UHCL) and the San Jacinto Community College District (SJCD) wish to facilitate the transfer of students, enhance the number and quality of learning options at the institutions, and provide a seamless transfer process for students. UHCL and SJCD have entered into this Articulation Agreement (hereinafter "Agreement") and hereby agree as follows:

1. UHCL and SJCD are active educational partners in providing educational opportunities for currently enrolled and potential students of both institutions. Each institution will maintain the integrity of their separate programs and enter into this agreement as equal partners.
2. UHCL understands SJCD's mission of educating members of its service area and of awarding two-year associate degrees. The purpose of this Agreement is to permit eligible and interested students to transfer certain course work from UHCL to SJCD to complete requirements for the associate degree. This process is called reverse transfer or reverse articulation.
3. Students enrolled at UHCL who (i) previously attended SJCD or are currently enrolled at SJCD and (ii) meet San Jacinto College District resident credit requirements will be eligible for reverse transfer credit.
4. Separate academic records for students will be maintained at each institution.
5. Authorized employees of UHCL and SJCD will have access to personally identifiable information about the students who receive or who are eligible for reverse transfer credit. UHCL and SJCD agree that their respective authorized employees will have a legitimate educational interest in the records of the students being served. UHCL and SJCD shall take reasonable steps to ensure that their respective counselors, employees, and administrators maintain the confidentiality of all student information as required by the Family & Educational Rights and Privacy Act. This provision shall survive termination or expiration of this Agreement.
6. For students admitted to and enrolled in UHCL, UHCL will review its database and determine (i) whether any of UHCL's students previously transferred coursework from SJCD, (ii) whether the students have indicated an interest in the reverse articulation program and (iii) whether the students have taken at least 24 hours of coursework that satisfies SJCD's minimum resident credit requirement. UHCL will transmit official copies of the UHCL transcripts for these students to SJCD. UHCL and SJCD agree to exchange transfer student information for the purpose of monitoring and promoting student academic success and degree conferral. The exchange may occur through paper transcripts or through secure electronic communication. Communication of this student

information shall occur each September or at other appropriate intervals agreed upon by the parties.

7. UHCL shall notify all students who transfer coursework from SJCD to UHCL of the existence of the purpose of this Agreement between UHCL and SJCD and of the likelihood that UHCL will share transcript information with SJCD. This notification to students shall be in writing and shall occur at the time of the student's application to UHCL.

8. Upon receipt of official UHCL transcript information, SJCD will conduct a degree audit of each affected student and evaluate all coursework that may assist in the completion of the student's associate degree at SJCD. Students who meet all SJCD degree requirements are eligible to receive a SJCD degree at no cost to the student. SJCD will notify each affected student that he or she is eligible to receive an associate's degree and eligible to participate in SJCD's graduation ceremony.

9. UHCL and SJCD agree to cooperate in communicating with each other and with their common and respective communities concerning the relationship between the two institutions. UHCL and SJCD agree to acknowledge and recognize the reverse articulation program on each institution's website and via other marketing and publicity methods.

10. UHCL and SJCD agree to promptly communicate with each other any future curriculum changes, policy changes, or resident credit requirements that will affect this Agreement.

11. Each institution will designate in writing an employee who will serve as the point of contact for administration of this Agreement.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute involving this Agreement shall be in Harris County, Texas.

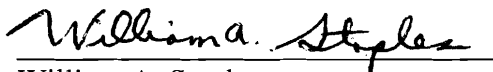
13. Neither SJCD nor UHCL waives or relinquishes any immunity or defense on behalf of itself, its trustees, regents, officers, employees, volunteers, or agents as a result of the execution of this Agreement or its performance under this Agreement.

14. This Agreement will become effective upon the execution of signatures by the responsible authority for each institution. The transfer program will commence with the first days of UHCL classes in the fall semester of 2008 and will conclude on the last day of UHCL classes of the last summer session in 2013. Students are eligible to participate if they take UHCL classes during the fall semester of 2008 or during any subsequent semester occurring during the term of this Agreement.

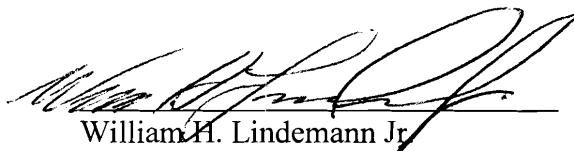
15. Renewal or extension of this Agreement will require the written agreement of both institutions. Either party may terminate this Agreement by giving written notice to

the chief administrative officer of the other institution at least 180 days prior to the termination. Expiration or termination of this Agreement means that no new students will be permitted to participate in the reverse articulation program. Any termination of this Agreement, however, shall not relieve either party from completing obligations in progress prior to the effective date of the termination. Both institutions agree that students who are currently enrolled on the effective date of the termination shall be allowed to continue their programs in accordance with the terms and conditions in effect prior to the termination of the Agreement. SJCD and UHCL intend and desire a continuing relationship for the purpose of exchanging information contained in the educational records of students who are participating in the program at the time of termination or expiration of this Agreement. The right of either institution to receive educational records terminates once all eligible students have completed their programs or are no longer eligible for the reverse articulation program.

EXECUTED AS FOLLOWS:



William A. Staples  
President  
University of Houston-Clear Lake



William H. Lindemann Jr.  
Chancellor  
San Jacinto College District