

Articulation Agreement

San Jacinto Community College District and National University

The purpose of this document is to establish a 3+1 and/or 2+2 articulation agreement between San Jacinto Community College District (“San Jacinto College”) and Franklin University. This agreement guarantees admission of students of San Jacinto College who graduate with an associate degree to Franklin University, transferability of credits, and a seamless transition for San Jacinto College graduates seeking a baccalaureate degree.

San Jacinto College and Franklin University enter into this articulation agreement in the spirit of cooperation and mutually recognize each other as quality institutions of higher learning. Each institution is dedicated to serving all students, regardless of race, national origin, religion, sex, disability, color, age, marital status, or other non-merit factors.

TRANSFER

Upon application, Franklin University will guarantee acceptance of all San Jacinto College graduates with an associate degree. Accepted students shall have junior standing at Franklin University.

Students transferring from San Jacinto College may transfer up to a maximum of 94 semester credit hours toward their baccalaureate degree. Students must complete a minimum of 30 credit hours at Franklin University to be eligible for the Bachelor of Science degree.

Franklin University will annually identify San Jacinto College programs and courses that will effectively transfer to Franklin University and the corresponding Franklin University courses for which students transferring from San Jacinto College will receive academic credit. The parties agree to provide timely notification to each other of any changes and additions to curriculum and curriculum standards.

FINANCIAL AID CONSORTIUM

Franklin University and San Jacinto College will enter into a Financial Aid Consortium, by complying with the necessary information sharing, to entitle students in these programs to the appropriate federal, state and institutional assistance. This process includes annual reporting of tuition fees and academic calendar dates.

COOPERATIVE MARKETING

San Jacinto College and Franklin University agree to cooperate in communicating transfer opportunity benefits about this partnership agreement through the following methods.

Franklin University agrees to provide:

- Franklin University’s Community College Alliance Faculty/Staff Tuition Discount for Franklin University

Undergraduate, Graduate, and Doctorate programs for full and part-time permanent employees of San Jacinto College.

- Benefit also includes first Undergraduate course for free and free faculty development courses for San Jacinto College faculty and staff.
- Co-branded marketing as opportunities are available, including digital and offline (dependent upon market).
- A co-branded partner specific landing page available to link from San Jacinto College's

website.

San Jacinto College agrees to provide:

- Presence / link for Franklin University on San Jacinto College's website transfer partner page
- Graduation List
- Presence/link for Franklin University on San Jacinto College's online learning community
- Presence/link/literature for Franklin University within San Jacinto College's employee benefits intranet page/packages to promote Franklin University's Community College Alliance Faculty/Staff Tuition Discount

All co-branded marketing promoting the 3+1/ 2+2 partnership will be approved in advance by San Jacinto College and Franklin University prior to distribution/production. Franklin University will cover all production costs promoting the 3+1/2+2 transfer partnership.

PRIVACY AND DATA SECURITY

Both parties will comply with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999 and all associated regulations, taking necessary steps to ensure that confidential personal information is not disclosed or distributed, including the maintenance of a security plan consistent with industry standards to protect the confidentiality and integrity of personal information, and to protect against unauthorized access to such information. Information will be shared, in compliance with all applicable laws and regulations, as needed to allow transferring students to participate in the articulation program and to track student interest, persistence and success.

INDEMNIFICATION

- A. To the extent permitted by law, San Jacinto College shall indemnify, defend, and hold harmless Franklin University, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of San Jacinto College, its agents or employees, in the performance of San Jacinto College's obligations under this agreement.
- B. To the extent permitted by law, Franklin University shall indemnify, defend, and hold harmless San Jacinto College, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of Franklin University, its agents or employees, in the performance of Franklin University's obligations under this agreement.

ACCREDITATION

This agreement is effective only as long as both Franklin University and San Jacinto College 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.

JURISDICTION AND VENUE

The parties to this agreement each specifically consent to jurisdiction in Harris County, Texas in connection with any dispute between the parties arising out of this agreement or pertaining to the subject matter hereof.

TERM

This agreement is for a period of one year from the date that it is signed by the authorized representative of both institutions. The agreement shall automatically renew for two successive one-year periods from the signing date unless terminated pursuant to the provisions set forth herein.

VOLUNTARY TERMINATION

This agreement may be terminated by either party by giving written notice of intent to terminate to the other party at least 90 days prior to the date of expiration of the then-applicable term. In the event this agreement is terminated, Franklin University will continue to provide services to all San Jacinto College Student transfers that are enrolled at Franklin University as of the date of termination through graduation or discontinued enrollment.

MODIFICATIONS

Franklin University reserves the right to modify the terms and conditions of this at any time. Notice of modification shall be in writing from one President to the other at least nine months prior to the date on which any action would be taken.

NO AGENCY RELATIONSHIP

In carrying out the responsibilities and obligations of this agreement, neither party shall be acting as the agent or principal of the other with regard to dealings with third parties, including students. Neither party shall have the authority to make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

NO THIRD-PARTY BENEFICIARIES

Nothing in this agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**SAN JACINTO COMMUNITY COLLEGE
DISTRICT**

8060 Spencer Hwy, Pasadena, TX 77504

Name: _____

Title: _____

Date: _____

Signature: _____

FRANKLIN UNIVERSITY

201 South Grant Avenue, Columbus OH 43215

Name: Bill Chan _____

Title: Vice President, Strategic Alliances

Date: May 15th, 2020 _____

Signature  _____