

**ARTICULATED TRANSFER AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS AT SAN ANTONIO
AND SAN JACINTO COMMUNITY COLLEGE DISTRICT**

Introduction

This Articulated Transfer Agreement (“Agreement”) formally recognizes that the University of Texas at San Antonio, hereinafter referred to as “UTSA”, and San Jacinto Community College District, hereinafter referred to as “SJCD”, are active educational partners in providing educational opportunities for currently enrolled and potential students of both institutions. Agreement to this partnership requires a commitment by both institutions to enhance the transfer of degree-seeking students between institutions without jeopardizing the intended mission and stated goals of either institution.

Purpose of the Agreement.

This Agreement sets forth the major principles of mutual cooperation and expectations of this collaboration between UTSA and SJCD.

Provisions:

- A. Transfer Plans/Guides. A transfer plan for each degree program is available for students to complete a minimum of 60 credit hours at the community college and, upon admission to UTSA, progress into the major and support work courses for completion of the degree program.
- 1) UTSA will prepare and publish in a timely manner via the UTSA web site transfer plans for degree programs contained in its Undergraduate Catalog and in each subsequent catalog. These transfer plans guarantee the acceptance of credits applicable to the plan’s degree program as long as grades of “D” or better are earned, college/department admission requirements are met, and university admission requirements are met (See Section D 1.). (Some programs require higher grades, which will be specified on the transfer plan.)
 - 2) SJCD will make the web-published transfer plans available to its faculty, staff, and students and will advise prospective UTSA students in accordance with the appropriate transfer plans.
 - 3) UTSA will construct the transfer plans, in general, to provide a minimum of 60 semester credit hours up to a maximum of 70 credit hours, accounting for differences in the transfer of lab hours that may or may not be incorporated into the total UTSA degree program hours. (Plans stating less than 60 semester credit hours may occur due to the lack of TCCNS courses or any other comparable courses being offered by SJCD.) The structure of the transfer plans will be based upon the Texas Common Core Curriculum components and the Texas Common Course Numbering System (TCCNS) as translated for the UTSA core curriculum requirements of the published catalog. The plans will also identify courses beyond the core curriculum by TCCNS that apply

toward the UTSA degree program major, support work, and/or electives. This includes any applicable field of study curriculum as defined by the Texas Higher Education Coordinating Board. Some courses may not have a TCCN, so SJCD may request that UTSA review such courses for inclusion in specific transfer plans. The SJCD representative identified herein should contact the UTSA Articulation Officer to request the review of such courses, and UTSA will then review the courses and make the final decision to approve or to disapprove the inclusion of these courses in specific transfer plans.

- 4) SJCD will strive to offer a reasonable number of class sections per the courses listed by TCCNS, field of study curriculum, or other institutionally agreed-upon courses in the transfer plans to facilitate the movement of students through their initial degree hours so they may transfer in a timely manner.

B. Duration of Transfer Plans and Changes Impacting Published Transfer Plans.

- 1) UTSA publishes transfer plans that correspond to a specific UTSA Undergraduate Catalog. Students have seven years from the date they enter under such undergraduate catalog to complete this catalog's degree program. Therefore, each published transfer plan will remain valid for the same length of time as its corresponding catalog. Typically, UTSA publishes its Undergraduate Catalog on a two-year cycle, and after its Catalog is published, UTSA will make no revisions to the transfer plans except to correct any inadvertent errors.
 - a) UTSA will publish any such correction to a transfer plan on the UTSA web site with a notation indicating the date of the correction and will provide SJCD written notification of such correction.
 - b) Every effort will be made to prevent students from being penalized by any errors made by UTSA on the published plans.
- 2) SJCD typically publishes its catalog on a one-year cycle. The institution representative will apprise the UTSA Articulation Officer of any catalog/curriculum changes impacting the transfer plans so revisions may be addressed in the corresponding transfer plans within the next UTSA catalog-cycle.
- 3) UTSA will notify SJCD should there be changes brought about by program accreditation agencies, which are not governed by the published UTSA undergraduate catalog. These entities include, but are not limited to, the Texas Education Agency (TEA), the Association to Advance Collegiate Schools of Business (AACSB International), and the Accreditation Board for Engineering and Technology (ABET).
- 4) SJCD will distribute all changes to transfer plans in a timely manner to its faculty, students, and staff.

C. Institutional Collaborations.

UTSA recognizes that not all Texas public two-year institutions will offer the same TCCNS designated courses or other applicable courses due to the varying missions of the institutions. Therefore, collaborations may occur among or between comparable disciplines in order to develop appropriate transfer plans.

- 1) The UTSA Articulation Officer named in Section G of this Agreement or his successor will be the liaison for the development of collaborations between faculties to accomplish the provisions of this Agreement. The Articulation Officer will be the primary liaison for transfer practices with SJCD.
- 2) Likewise, the SJCD Articulation Representative or his successor will keep the UTSA Articulation Officer apprised of any program changes or needs impacting or being impacted by the transfer plans. The Articulation Representative will be the primary liaison for transfer practices with UTSA.

D. Admissions and Recruiting.

- 1) UTSA will publish its admission criteria in its annual Information Bulletin, which is available online via the UTSA web site. Students from SJCD must meet all entrance requirements per the UTSA annual Information Bulletin for admission to UTSA. Admission to the university does not guarantee admission to all degree programs. Some programs may require students to meet additional established criteria for admission to the degree program. This information shall be stated on the appropriate transfer plan and in the UTSA Undergraduate Catalog.
- 2) UTSA will evaluate credits based upon the official transcripts submitted for admission by SJCD students. Prospective transfer students may receive an unofficial evaluation of transfer credits prior to admission at the Transfer Center at the UTSA Downtown campus.
- 3) SJCD will provide official and accurately coded transcripts (paper or electronic) per the student's request pursuant to the policies and procedures adopted by SJCD.
- 4) UTSA will provide recruiting visits and participate in prospective transfer student advising events/fairs, as possible, throughout the academic year. This shall be coordinated through the Transfer Center.
- 5) SJCD will collaborate with UTSA on scheduling events and visits and will provide space, equipment, and materials as needed for the use of UTSA representatives while on the campus for these events.

E. Completion of an Associate's Degree/Reverse Transfer.

- 1) UTSA understands SJCD's mission of educating members of its service area and of awarding associate degrees. Therefore, UTSA will assist SJCD in its mission by providing the following services:

- a) Upon request of SJCD, UTSA will notify its matriculated students of the reverse transfer opportunity at SJCD by the UTSA official email account.
 - b) For purposes of this Agreement, pursuant to FERPA, UTSA hereby designates authorized employees of SJCD who are working under this Agreement as a school official with a legitimate educational interest in the educational records of UTSA students who receive or who are eligible for reverse articulation of credit. SJCD agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. SJCD acknowledges and agrees that it is not allowed to share such educational records, or any part thereof, with any third party.
 - c) For purposes of this Agreement, pursuant to FERPA, SJCD hereby designates authorized employees of UTSA who are working under this Agreement as a school official with a legitimate educational interest in the educational records of SJCD students who receive or who are eligible for reverse articulation of credit. UTSA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. UTSA acknowledges and agrees that it is not allowed to share such educational records, or any part thereof, with any third party.
 - d) UTSA will provide data concerning the performance of SJCD students matriculated at UTSA as compared with native UTSA students per an established UTSA reporting format. Separate academic records for students will be maintained at each institution. Authorized employees of SJCD and UTSA will have access to personally identifiable information about the students who receive or who are eligible for reverse articulation of credit. SJCD and UTSA will ensure their institutional compliance with FERPA regulations.
 - e) Each October or at other appropriate intervals agreed upon by both parties, UTSA will review its student records and determine which students are eligible for the reverse articulation of credit pursuant to the following criteria: (i) the UTSA student previously transferred coursework from SJCD, (ii) the student has indicated an interest in reverse articulation of credit and (iii) the student completed at least 30 semester credit hours at SJCD and additional semester credit hours at UTSA to total 66 semester hours. UTSA will securely transmit official electronic copies (SPEEDE) of these students' transcripts to SJCD.
 - f) Upon receipt of UTSA transcript information, SJCD 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 SJCD. Students who meet all SJCD degree requirements are eligible to receive an SJCD degree at no additional cost to the student. SJCD will notify each student that he or she is eligible to receive an associate's degree and eligible to participate in SJCD's graduation ceremony.
- 2) SJCD will collaborate with UTSA on the services listed above, provide the necessary contact information for students, and report any problems or challenges to the UTSA Articulation Officer in a timely manner.

- 3) SJCD agrees to request student information from the UTSA Office of Institutional Research for the purpose of monitoring and enhancing student academic success. The information may also be used to enhance curricular offerings. UTSA and SJCD 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.

F. Duration of this Agreement.

- 1) This Agreement will become effective upon the approval by and signature of the President of UTSA and the President of SJCD or his/her designee.
- 2) Unless earlier terminated as provided below, this Agreement will remain in effect for a period of five years, at which time it may be renewed or modified by mutual consent in writing by both parties.
- 3) Either party may terminate this Agreement upon 180 days written notice to the other party.
 - a) Upon termination, the applicable transfer plans will be removed from the UTSA web site.
 - b) SJCD students who matriculated before the termination of this Agreement may continue to follow the transfer plans as long as the stated UTSA catalog is valid, which is seven years from the date that the student matriculated at SJCD under such UTSA catalog and its corresponding transfer plan.
 - c) Should this Agreement be terminated, SJCD students who are in the process of seeking admission to UTSA at the time of termination shall be allowed to complete the application process and, should they be admitted to UTSA, receive the benefits under the terms of this agreement.

G. Institutional Representatives.

UTSA Articulation Officer
Dr. Nancy K. Martin, Associate Vice Provost
University College
One UTSA Circle
San Antonio, TX 78249
Phone: (210) 458-5191; Fax: (210) 458-5189
Nancy.martin@utsa.edu

SJCD Articulation Officer
Dr. Catherine O'Brien, Vice Chancellor for Learning
4624 Fairmont Parkway, Suite 101e

Pasadena, TX 77504
281-998-6318
catherine.obrien@sjcd.edu

If any of the information relating to a party's institutional representative changes during the term of this Agreement, then such party will provide written notification of such changes to the other party.

H. **General Provisions**

- 1) **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.
- 2) **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of UTSA and shall be binding upon and inure to the benefit of SJCD's legal representatives, successors, and assigns.
- 3) **Governing Law.** Bexar 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.
- 4) **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.
- 5) **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.
- 6) **Entire Agreement.** This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior Agreements, whether oral or written between the parties relating to the subject matter hereof.
- 7) **Amendment.** This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 8) **No Financial Implication** - No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement. UTSA and SJCD are separate and independent institutions of higher education and intend to remain so. The administrators of UTSA and SJCD are authorized to prepare and implement plans of action and procedures necessary to effect this Agreement
- 9) **Exclusivity.** This instrument in no way prohibits either party from participating in similar activities with other public or private agencies, organizations, and individuals.

- 10) Exemptions, Privileges, and Immunities. It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver by either SJCD or UTSA of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- 11) Mutual Understanding. Each party has read this Agreement, fully understands the contents of it, has had the opportunity to obtain independent legal advice regarding the Agreement's legal effect, and is under no duress regarding its execution.
- 12) Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.
- 13) Notice Language. Any notice to either party under this Agreement must be in writing and acknowledged by the party receiving it, and shall be deemed received when: (i) confirmed by email; (ii) actually delivered by hand delivery; (iii) sent by confirmed facsimile transmission; (iv) actually delivered by overnight carrier; or (v) three (3) days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested and property addressed as follows:

UTSA:

Name: Dr. Nancy K. Martin
 Title: Associate Vice Provost
 Address: One UTSA Circle
 San Antonio, TX 78249
 Fax: 210.458.5189

SJCD:

Name: Dr. Catherine O'Brien,
 Title: Vice Chancellor for Learning
 Address: 4624 Fairmont Parkway, Suite 101e
 Pasadena, Texas 77504
 Fax:

- 14) Waiver. None of the terms of this Agreement shall be deemed to be waived, in whole or in part, by either party unless such waiver is in writing and executed by authorized representatives of both parties. No waiver of any provision of this Agreement shall be deemed a waiver of, or render unenforceable, any other provision of this Agreement.
- 15) Headings. The headings of the Sections of this Agreement are for convenience only and shall not be a part of or affect the meaning or interpretation of this Agreement.
- 16) Compliance with Laws and Policies. Each party and its directors, officers, shareholders, members, principals, participants, employees, and agents shall comply with applicable laws, ordinances, regulations, and codes, including the identification and procurement of required permits, certificates, approvals, and inspections, if any, related to the performance of this Agreement.
- 17) University Marks. SJCD understands and acknowledges that The Board of Regents of the University of Texas System owns all rights to the name, logos, and symbols of UTSA ("University Marks"), and any use of University Marks by SJCD must have prior written approval of UTSA. Any materials produced and distributed by SJCD and/or UTSA which uses the name, image, likeness or specifically references this agreement or makes any general representation regarding each other's institution must

be approved by the respective party in writing prior to its use. Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights").

EXECUTED by The University of Texas at San Antonio and the San Jacinto Community College District by their authorized representatives, in duplicate copies, each of which shall be deemed an original.

APPROVED:

**THE UNIVERSITY OF TEXAS AT
SAN ANTONIO**



**Dr. Ricardo Romo
President**

4/15/14
Date

APPROVED*:

**SAN JACINTO COMMUNITY COLLEGE
DISTRICT**



**Dr. Brenda Hellyer
Chancellor**

6/3/14
Date

***San Jacinto Community College District:** Please return a fully signed original Agreement within 60 days of the final execution of this Agreement to the designated UTSA Articulation Officer above, at The University of Texas at San Antonio, Office of Undergraduate Studies, One UTSA Circle, San Antonio, TX 78249-0615.