

# **Articulation Agreement**

## **Blinn College District & Texas A&M University-Texarkana**

This formal Articulation Agreement (“Agreement”) is entered into by Blinn College District (“BCD”), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 902 College Avenue, Brenham, TX 77833, and Texas A&M University-Texarkana (“TAMUT”), public institution of higher education, whose main office address is at 7101 University Ave, Texarkana, TX 75503. By this Agreement, effective as of the date of the last signature, BCD and TAMUT, collectively known as “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 committed to providing greater educational opportunities and services for students transferring between Institutions. Student benefits include: scholarships and joint admissions.
2. Transfer of Credit. The Institutions will develop agreements by major which will clearly delineate courses to be taken at BCD and those to be completed at TAMUT. These specified, individualized degree maps will be between the Institutions in service of the students who choose to participate in these plans. These degree maps will outline recommended courses toward a degree at TAMUT for BCD students and specify the number of credits from BCD that are transferable to TAMUT degree programs. These degree maps shall be developed by each Institution and incorporated for all purposes into this Agreement as Addendum(s).
3. Data Sharing. BCD and TAMUT 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. BCD will provide the following data elements to TAMUT on an annual basis, to the extent permitted by FERPA:
  - a. Directory information, as designated by BCD, for students who have expressed a stated interest in transferring to TAMUT;
  - b. Major area of interest for students who have expressed a stated interest in transferring to TAMUT; 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 Institutions.

TAMUT will provide the following data elements to BCD on an annual basis, to the extent permitted by FERPA:

- a. Directory information for students living in the BCD service area;
- b. Degree name and completion status of BCD transfer students;
- c. Semesters attended by BCD transfer students;
- d. Hours completed by BCD transfer students;
- e. Grade Point Average of BCD 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.

BCD agrees that data transferred from TAMUT to BCD is and shall remain the sole and exclusive property of TAMUT. TAMUT agrees that the data transferred from BCD to TAMUT is and shall remain the sole and exclusive property of BCD.

In the event that FERPA prohibits the disclosure of any of the above data elements, the institution controlling that information shall not be in breach of this Agreement for failure to disclose those data elements.

4. 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 TAMUT for advising on degree programs subject to this Agreement. TAMUT agrees to provide reasonable access to academic advisors from TAMUT to students attending BCD prior to their actual transfer and in accordance with this Agreement.
5. Co-Enrollment. BCD students who complete their associate's degree will be allowed to co-enroll with TAMUT and have access to student service systems and be eligible to receive financial aid as they begin course work towards the completion of the baccalaureate program while finishing their core remaining academic requirements at BCD. This will ensure a complete and full transfer of credits.
6. Program Changes. BCD and TAMUT agree to promptly communicate with each other any future curriculum changes, policy changes, or resident credit requirements that will affect this agreement.
7. Promotion. BCD and TAMUT agree to cooperate in communicating with each other concerning the relationship between the two institutions. BCD and TAMUT agree to acknowledge and recognize 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 Institutions.

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 Institution. Either Institution may terminate this Agreement after thirty (30) calendar days' written notice is given to the other Institution. Notwithstanding any other provision of this Agreement, either Institution shall have the right to terminate this Agreement upon ten (10) days' prior written notice if the Institution 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 Institution 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, TAMUT 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 TAMUT.

9. Non-Exclusivity. This Agreement does not preclude BCD or TAMUT 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 Institutions 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.
11. No Waiver of Immunity. Nothing contained in this Agreement nor the execution of this Agreement, or the performance of any obligation hereunder shall operate to or be deemed to waive any immunity or defense that either Institution may be entitled under law.
12. Compliance with Laws and Regulations. Each Institutions will 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.
13. Mediation. The Institutions agree that any and all claims, controversies of disputes between the Institutions which arise out of or relate in any way to this Agreement or a breach hereof and which the Institutions are unable to resolve informally shall be submitted to non-binding mediation. Further, the Institutions agree that (i) neither the execution of this Agreement by TAMUT or BCD nor any other conduct, action or inaction of any representative of TAMUT or BCD relating to this Agreement constitutes or is intended to constitute a waiver of TAMUT's or BCD's of sovereign immunity to suit; and (ii) TAMUT or BCD has not waived its right to seek redress in the courts.
14. This Agreement is not intended to create a partnership or joint venture with BCD and TAMUT. Neither Institution may bind the other or otherwise act in any way as the

representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. This Agreement is not intended to make employees of either Institution into employees of the other; nor is it intended to make the employees of either Institution entitled or eligible to participate in any benefits or privileges given or extended by the other Institution to its employees.

15. Electronic Counterparts. This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopier, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.
16. Notice. Amendment, renewal or extension of this Agreement will require the written agreement of both institutions. Notice of termination by either Institution to the other shall be in writing and addressed to the Institution identified below with return receipt requested, or by personal delivery:


Blinn College District  
Executive Vice Chancellor & General Counsel  
902 College Avenue  
Brenham-, TX 77833

Texas A&M University-Texarkana  
Dr. Emily F. Cutrer  
President  
7101 University Avenue  
Texarkana, TX 75503

In witness whereof, the authorized representatives of the Institutions have executed this Agreement in duplicate originals. An original, signed copy of this Agreement will be maintained by each of the signatories.

Blinn College District  
Authorized Representative

Texas A&M University-Texarkana  
Authorized Representative

DocuSigned by:  
  
10123C7AAC74AC8...  
Dr. Mary Hensley

Chancellor

Title

4/15/2020

Date

DocuSigned by:  
  
204C46394DF1466...  
Dr. Emily F. Cutrer

President

Title

4/8/2020

Date