

Articulation Agreement Between Houston Community College and The University of Texas at Tyler

This Articulation Agreement (“Agreement”) is entered into by Houston Community College (“HCC”), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas, 77002, and The University of Texas at Tyler (UT Tyler) public institution of higher education, whose main office address is at 3900 University Boulevard, Tyler, Texas, 75799. By this Agreement, effective as of April 1, 2023, HCC and UT Tyler, collectively known as “Parties” or “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.

BACKGROUND

HCC and UT Tyler have developed this Agreement to support student achievement of educational and career goals. The Agreement represents an active educational partnership committed to student success and degree completion.

This Agreement provides for the seamless transfer of credit from HCC to UT Tyler (articulation) and from UT Tyler to HCC (reverse articulation). This Agreement also defines parameters by which HCC and UT Tyler may mutually consent to program or degree specific articulation plans to be covered and enforced by the scope of this Agreement.

HCC is authorized to offer instructional programs leading to various associate degrees and to confer the appropriate associate degree on students successfully completing such programs. All such programs are registered with the Texas Higher Education Coordinating Board. HCC is regionally accredited by and is a member of the Southern Association of Colleges and Schools (SACS). HCC has its principal place of business at 1300 Holman St, Houston, TX 77004.

UT Tyler is authorized to offer instructional programs leading to various baccalaureate degrees and to confer the appropriate baccalaureate degree on students successfully completing such programs. UT Tyler is regionally accredited by and is a member of the Southern Association of Colleges and Schools (SACS). UT Tyler has its principal place of business at 3900 University Boulevard, Tyler, Texas, 75799.

Articulation of Credit

Students may apply for admission to UT Tyler at any time during their enrollment at HCC; the UT Tyler application and admission fee will be waived for students transferring under this Agreement.

HCC students must meet all UT Tyler requirements and deadlines pertaining to application

for admission, orientation and registration, and payments of tuition and fees, other than application and admission fees. HCC students seeking transfer to UT Tyler shall abide by the policies and procedures in effect at the time of their application to UT Tyler, that apply to all students of and/or applicants to UT Tyler.

HCC students earning an Associate of Arts, an Associate of Science, or an Associate of Arts in Teaching with a cumulative GPA of 2.0 or greater and transferring under this Agreement will be guaranteed admission to UT Tyler under this Agreement. A maximum of 60 semester credit hours earned at HCC with a grade of C or better will be accepted and applied to a designated/appropriate UT Tyler degree plan.

HCC students earning an Associate of Applied Science degree and who have completed all requirements of the HCC core curriculum with a cumulative GPA of 2.0 or greater will be guaranteed admission to UT Tyler under this Agreement. A maximum of 89 semester credit hours earned at HCC with a grade of C or better will be accepted and credited toward a Bachelor of Applied Arts and Sciences degree plan at UT Tyler. Of the maximum eighty-nine semester credit hours to be accepted by UT Tyler, 42 semester credit hours must satisfy HCC core curriculum requirements; the remaining 47 semester credit hours may include courses identified by the Texas Higher Education Coordinating Board's Lower Division Academic Course Guide Manual (ACGM) and/or Workforce Education Course Manual (WECM).

All successfully completed, with a grade of C or better, lower-division academic courses offered by HCC, identified by the Texas Common Course Numbering System (TCCNS), and published in the Lower Division Academic Course Guide Manual (ACGM) shall be fully transferable to UT Tyler and be substituted for the equivalent course at UT Tyler.

Unless otherwise specified by an articulation plan approved under this Agreement, HCC students may be required to apply and be admitted separately to specific colleges or programs within UT Tyler and be subject to all requirements and limitations of admission procedures to said programs including higher GPA requirement and/or additional specific courses as stated in the course catalog in effect at the time of enrollment at UT Tyler. UT Tyler shall not place requirements on HCC students transferring under this Agreement that are not required of its native students.

HCC and UT Tyler will work together to provide students with accurate and timely transfer information and academic advising relative to a designated/appropriate UT Tyler degree program. UT Tyler will provide appropriate brochures and informational material to HCC and its students. UT Tyler shall provide support services appropriate to meet the needs of HCC transfer students, including an orientation program similar to that which is provided to UT Tyler native students and shall finalize an approved degree plan prior to completion of the HCC student's second semester of study at UT Tyler.

Reverse Articulation of Credit

The purpose of Reverse Articulation of Credit is to serve HCC students who transfer to

UT Tyler prior to earning an Associate degree from HCC. Reverse articulation of credit permits eligible and interested students to transfer certain course work from UT Tyler to HCC to complete requirements for an Associate degree.

For students who transfer from HCC to UT Tyler prior to earning an Associate degree, all successfully completed lower-division academic courses offered by HCC, identified by the Texas Common Course Numbering System (TCCNS), and published in the Lower Division Academic Course Guide Manual (ACGM) shall be fully transferable to UT Tyler and be substituted for an equivalent course. Students transferring prior to the completion of the Associate degree will be eligible for the award of Associate degree from HCC upon reverse transfer from UT Tyler, as determined by HCC.

UT Tyler will provide HCC with transcripts of students transferring under this agreement to facilitate the awarding of Associate degrees subject to applicable state and federal laws. Upon receipt of UT Tyler transcript information, HCC 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 HCC. Students who meet all HCC degree requirements are eligible to receive an HCC degree at no additional cost to the student. HCC will notify each student that he or she is eligible to receive an Associate degree and eligible to participate in HCC's graduation ceremony.

Separate academic records for students will be maintained at each institution. Authorized employees of HCC and UT Tyler will have access to personally identifiable information about the students who receive or who are eligible for reverse articulation of credit. HCC and UT Tyler will ensure their institutional compliance with FERPA regulations.

Articulation Plans

This agreement establishes general articulation and reverse articulation of credit.. Successful transfer and degree completion requires the mapping of credits from specific HCC Associate degree programs to specific UT Tyler bachelor's degree programs. Educational planners and advisers at HCC and UT Tyler rely on two types of documents to facilitate and support transfer and articulation of credit from HCC to UT Tyler: transfer plans and articulation plans.

Transfer plans are documents that describe the articulation of credit granted to any student from any institution when transferring to UT Tyler. The transfer plans between HCC and UT Tyler clarify how HCC credits transfer to UT Tyler based on existing programs and degree requirements and state regulations. Transfer plans are developed as a matter of supporting student advising; they do not require formal recognition under this agreement.

Articulation plans are also transfer plans, but they are more formal and may identify specific admission conditions to be accepted into a program or degree plan at UT Tyler and may describe articulation of credit not guaranteed by transfer plans or state regulations. Articulation plans are developed specifically and uniquely to articulate credit from HCC to UT Tyler; articulation plans developed in accordance with this agreement are guaranteed by

this mutual agreement between the two institutions.

Pursuant to and in support of this Agreement, individual articulation plans may be established that specify which requirements of specific UT Tyler degree plans are satisfied by specific HCC courses and credits.

To establish an articulation plan under the legal scope of this Agreement, HCC and UT Tyler shall:

- Describe, where appropriate, any application and admission requirements specific to the UT Tyler degree plan to which the HCC student plans to transfer.
- Indicate an effective start date and end date for the articulation plan.
- List all course requirements for the UT Tyler degree plan and indicate which HCC courses shall satisfy each requirement. Individual courses required as part of the UT Tyler and HCC core curriculum shall not be listed; that group of courses shall be noted by a single heading of *Core Curriculum*. It is understood by both parties to this Agreement that those institutions of higher education, as defined by Section 61.003 of the Texas Education Code, which are subject to the jurisdiction of the Texas Higher Education Coordinating Board are required to accept for transfer all courses within the approved core curriculum of any fellow institution of higher education. Pursuant to the terms of this Agreement, HCC and UT Tyler further agree that, in the event that UT Tyler is not an institution of higher education subject to the jurisdiction of the Texas Higher Education Coordinating Board, HCC and UT Tyler shall also accept for transfer the core curriculum adopted by the parties to this Agreement.
- Conduct a review of all aforementioned details. Reviewers shall include: an instructional administrator with responsibility for the relevant degree program; an educational planner or advisor or enrollment management administrator; and an administrator responsible for managing this articulation Agreement.
- Reviewers shall indicate by paper or electronic signature their approval of the articulation plan.

Individual articulation plans may be independently terminated in accordance with the procedures set forth in this Agreement. However, the expiration or termination of any individual articulation plan shall not affect the status of this Agreement or any other individual articulation plans established under this Agreement.

If an articulation plan expires or is terminated for any reason while HCC students are enrolled at UT Tyler and pursuing a degree under that articulation plan, UT Tyler must allow students to pursue the degree under the agreed upon articulation plan as long as the student is enrolled continuously at least part-time through Fall and Spring semesters.

General

Term. This Agreement is for a period of five (5) years from the last date that it is signed by the authorized representatives of both institutions. This agreement may be renewed for (1) one year terms by written agreement of the parties unless terminated pursuant to the provisions set forth herein.

Voluntary Termination. Either party may terminate the Agreement without cause upon 90 days written notice to the other party. Notwithstanding the foregoing, either party may terminate the Agreement immediately in the event that participation under the Agreement may give rise to a violation of any requirement of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction. Should this Agreement be terminated, HCC students in the process of applying to UT Tyler at the time of termination shall be allowed to complete the application process and complete degrees under the terms of this Agreement.

Accreditation. This Agreement is effective only as long as both HCC and UT Tyler 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.

Phase-Out. In the event this Agreement is terminated, HCC and UT Tyler will continue to provide support and services to students transferring under this Agreement as long as students are enrolled continuously at least part-time through Fall and Spring Semesters.

Agreement Status & Review. The respective designees at both HCC and UT Tyler will monitor and report on the status and impact of this Agreement. As long as this Agreement is in effect, the Agreement and any subsequent articulation plans should be reviewed annually or bi-annually and revised or amended, as necessary.

FERPA Regulations. HCC and UT Tyler agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C §1232g; 34 CFR Part 99) and its associated regulations, taking steps to ensure that confidential information is not disclosed or distributed in a manner inconsistent therewith. This provision shall survive termination or expiration of this Agreement.

Data Sharing. HCC and UT Tyler 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. HCC will provide the following data elements to UT Tyler on an annual basis, to the extent permitted by FERPA:

1. HCC will provide directory information, major area of interest, and student email addresses within legal guidelines with the goal of making students aware of

scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both Parties.

2. UT Tyler will provide the following data elements to HCC on an annual basis, to the extent permitted by FERPA:
 - a. Directory information for students living in the HCC service area;
 - b. Degree name and completion status of HCC transfer students;
 - c. Semesters attended by HCC transfer students;
 - d. Hours completed by HCC transfer students;
 - e. Grade Point Average of HCC 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.

HCC agrees that data transferred from UT Tyler to HCC is and shall remain the sole and exclusive property of UT Tyler. UT Tyler agrees that the data transferred from HCC to UT Tyler is and shall remain the sole and exclusive property of HCC.

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.

Recruitment and Marketing. HCC will publicize and help facilitate campus visits by UT Tyler recruiters and will prominently display UT Tyler posters and literature as well as provide suitable space for a UT Tyler recruiter to advise students on the HCC campus. HCC will publish the transfer plans on their website and provide annual contact information, inclusive of email, for HCC students that may be eligible for these programs for communication and recruitment efforts to UT Tyler.

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.

Modifications or Amendments. This Agreement may not be amended or modified except by a written instrument executed by both parties. HCC and UT Tyler agree to mutual notification of changes and additions to the curriculum and curriculum standards, so that articulation plans may be revised as necessary. Proposed changes in policies or curriculum by either party must be communicated in writing to the other party and agreed upon in consultation with officials of each institution. Any changes agreed upon must be signed by both parties, dated, and attached to this Agreement.

Notices and Requests. 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 addressed as follows:

Dr. Norma Perez
Vice Chancellor Instructional Services
3100 Main St.
Houston, TX 77002

Dr. Amir Mirmiran
EVP for Academic Affairs and Provost
3900 University Blvd.
Tyler, TX 75799

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 or electronic consent of the other party, publicly announce the existence of this Agreement or advertise or release any publicity in regard thereto, except that HCC and UT Tyler 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 UT Tyler and shall be binding upon and inure to the benefit of Houston Community College'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.

No Financial Implication. No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement. HCC and UT Tyler are separate and independent institutions of higher education and intend to remain so. The administrators of UT Tyler and HCC are authorized to prepare and implement plans of action and procedures necessary to affect this Agreement.

Independent Contractor. Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to

be executed on its behalf by its duly authorized representative.

Signatures on next page

Houston Community College


By: 

Cesar Maldonado, Ph.D., P.E.

Chancellor

05/02/2023

The University of Texas at Tyler

By: 

Dr. Kirk Calhoun, President

Date: 5/9/2023