

Contract Number: 734-2023-ART-003941
Start Date: Tuesday, November 01, 2022
End Date: Sunday, October 31, 2027



Transfer Pathways Articulation Agreement

Blinn College District

and

Lamar University

This formal Transfer Pathways Articulation Agreement (“Agreement”) is entered into by Lamar University (“LU”), an institution of higher education, whose main office address is at 4400 MLK Parkway, Beaumont, TX 77710, and Blinn College District (“BCD”), a public community college, whose main office address is at 902 College Avenue, Brenham, Texas 77833. By this Agreement, effective on 11/1/2022 12:00 AM, LU and BCD, individually known as a “Party” and 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.

General Provisions and Terms

1. Purpose. This Agreement formally recognizes that both Institutions are active educational partners, committed to providing greater educational opportunities and services for students transferring between Institutions. Student benefits include: scholarships, joint admissions, and Honors College. This Agreement will also permit eligible and interested students to transfer certain course work from LU to BCD to complete requirements for the associate degree issued by BCD. This process is called reverse transfer or reverse articulation.
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 LU. These specified, individualized degree maps will be between the Parties in service of the students who choose to participate in these plans. These degree maps will outline recommended courses toward a degree at LU for BCD students and specify the number of credits from BCD that are transferable to LU degree programs. These degree maps shall be developed by each Party and incorporated for all purposes into this Agreement as Addendum(s). (See Addendum(s))
3. Reverse Transfer. In order to facilitate the reverse articulation of credit to eligible BCD students who transfer to LU prior to earning an associate degree at BCD, the Parties agree to encourage the reverse transfer of credit from LU to BCD in order to allow said students to complete requirements for an associate degree in accordance with Texas Education Code, Section 61.833. This reverse transfer of credit is specifically designed to allow students to complete the requirements of an associate degree even after transferring from

BCD and prior to completion of the baccalaureate degree. To facilitate the reverse transfer of credit, the Parties agree that:

- a. At an interval agreed upon by both Parties, LU will review its student records and determine which students are eligible for the reverse articulation of credit. BCD and LU will work together to establish a timeline for record exchange, including original submission and the schedule of repeated academic record submissions;
 - b. In accordance with the requirements of Section 61.833 of the Texas Education Code, LU shall notify its matriculated students of the reverse transfer opportunity at BCD and request authorization from the student for LU to release the student's academic course information to BCD for the purpose of determining whether the student has earned the required credits for an associate degree offered by BCD;
 - c. Upon its receipt of a student's signed consent, LU will provide BCD with information on transfer students to help BCD officials determine students who could benefit from reverse transfer of courses and BCD will provide LU with information about degrees awarded as a result of reverse transfer, subject to applicable state and federal laws.
 - d. Upon its receipt of LU transcript information, BCD 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 BCD. BCD will notify each student that he or she is eligible to receive an associate degree and eligible to participate in BCD's graduation ceremony.
 - e. BCD will collaborate with LU on the services listed above, provide the necessary contact information for students, and report any problems or challenges to the designated LU representative in a timely manner.
 - f. Separate academic records for students will be maintained at each institution.
4. Data Sharing. BCD and LU 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 LU on an annual basis:

- a. BCD will provide directory information, as designated by BCD, for students who have expressed a stated interest in transferring to LU;
- b. Major area of interest for students who have expressed a stated interest in transferring to LU; 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 Parties

LU will provide the following data elements to BCD on an annual basis:

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

5. **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 LU for advising on degree programs subject to this Agreement. LU agrees to provide reasonable access to academic advisors from LU to students attending BCD prior to their actual transfer and in accordance with this Agreement.
6. **Program Changes.** BCD and LU agree to review annually and promptly communicate with each other any future curriculum changes, policy changes, or resident credit requirements that will affect this agreement or any program Agreement developed hereunder.
7. **Promotion.** BCD and LU agree to cooperate in communicating with each other concerning the relationship between the two Institutions. BCD and LU agree to acknowledge and recognize the information in 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 Parties.
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 Party. Either Party may terminate this Agreement after thirty (30) calendar days' written notice is given to the other Party. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice if the Party 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 Party 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, LU 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 LU.

9. **Non-Exclusivity.** This Agreement does not preclude BCD or LU 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 Parties hereto 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. Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement.
11. **No Waiver of Immunity.** Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by either Party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this Agreement, the terms of this paragraph shall control.
12. **Indemnification.** TO THE EXTENT PERMITTED BY TEXAS LAW, LU AGREES TO INDEMNIFY, RELEASE AND HOLD **BCD** AND **BCD'S** TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LU AND ITS EMPLOYEES IN PERFORMANCE OF THE SERVICES.

BCD AGREES TO INDEMNIFY, RELEASE, AND HOLD LU THE TEXAS STATE UNIVERSITY SYSTEM AND THEIR REGENTS, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF **BCD** AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.

13. **Compliance with Laws and Regulations.** Each Party will each 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.

14. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve a dispute arising under the Agreement.
15. Nondiscrimination. In their execution of this Agreement, the Parties, and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the Parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this agreement.
16. Notice. Amendment, renewal or extension of this Agreement will require the written agreement of both Institutions. Notice of termination by either Party to the other shall be in writing and addressed to the Party identified below with return receipt requested, or by personal delivery:

Lamar University:
Dr. Daniel A. Brown
Provost and Vice President, Academic Affairs
985 East Florida Drive
Beaumont, TX 77710

Blinn College District
Dr. Mary Hensley
Chancellor
902 College Avenue
Brenham, Texas 77833

In witness whereof, the authorized representatives of the Parties have executed this Agreement in duplicate originals on 11/1/2022 12:00 AM. An original, signed copy of this agreement will be maintained by each of the signatories. The effective date of this agreement will be the date listed herein.

Lamar University
Authorized Representative

Daniel A. Brown
Daniel A. Brown (Aug 26, 2023 14:33 CDT)
Dr. Daniel A. Brown
Provost and Vice President for
Academic Affairs

Blinn College District
Authorized Representative

Mary Hensley
Chancellor for Blinn College (Aug 25, 2023 09:50 CDT)
Dr. Mary Hensley
Chancellor











Blinn College Transfer Pathways Articulation Agreement.pdf

Final Audit Report

2023-08-26

Created:	2023-08-10
By:	SciQuest Integration (Jaggaer@lamar.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIRgR_7OISMba2AmLaMRNlmxruW8i7Ypv

"Blinn College Transfer Pathways Articulation Agreement.pdf" History

-  Document created by SciQuest Integration (Jaggaer@lamar.edu)
2023-08-10 - 9:19:35 PM GMT- IP address: 35.170.89.44
-  Document emailed to Chancellor Blinn College (chancellor@blinn.edu) for signature
2023-08-10 - 9:20:12 PM GMT
-  Email viewed by Chancellor Blinn College (chancellor@blinn.edu)
2023-08-10 - 10:07:37 PM GMT- IP address: 50.21.246.29
-  Email viewed by Chancellor Blinn College (chancellor@blinn.edu)
2023-08-23 - 10:14:25 PM GMT- IP address: 104.28.97.25
-  Email viewed by Chancellor Blinn College (chancellor@blinn.edu)
2023-08-24 - 10:43:09 PM GMT- IP address: 172.225.18.99
-  Document e-signed by Chancellor Blinn College (chancellor@blinn.edu)
Signature Date: 2023-08-25 - 2:50:23 PM GMT - Time Source: server- IP address: 107.77.217.136
-  Document emailed to Daniel Brown (dbrown109@lamar.edu) for signature
2023-08-25 - 2:50:25 PM GMT
-  Email viewed by Daniel Brown (dbrown109@lamar.edu)
2023-08-25 - 4:31:23 PM GMT- IP address: 104.28.97.19
-  Signer Daniel Brown (dbrown109@lamar.edu) entered name at signing as Daniel A. Brown
2023-08-26 - 7:33:49 PM GMT- IP address: 76.208.33.172
-  Document e-signed by Daniel A. Brown (dbrown109@lamar.edu)
Signature Date: 2023-08-26 - 7:33:51 PM GMT - Time Source: server- IP address: 76.208.33.172

✔ Agreement completed.

2023-08-26 - 7:33:51 PM GMT