

ARTICULATED TRANSFER AGREEMENT BETWEEN TEXAS STATE UNIVERSITY AND COASTAL BEND COLLEGE

Introduction

This Articulated Transfer Agreement ("Agreement") formally recognizes that Texas State University, hereinafter referred to as "TXST," and Coastal Bend College, hereinafter referred to as "CBC," 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 Texas State and Coastal Bend College.

Provisions:

- A. Transfer Guides. A transfer guide for each degree program is available for students to complete a minimum of 60 credit hours at the community college and, upon admission to TXST, progress in the major and support work courses for completion of the degree program.
- 1) TXST will prepare and publish in a timely manner via the TXST website transfer guides for degree programs in its Undergraduate Catalog and each subsequent catalog. These transfer guides 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 in the transfer guide).
 - 2) CBC will make the web-published transfer guides available to its faculty, staff, and students and advise prospective TXST students according to the appropriate transfer guides.
 - 3) TXST will construct the transfer guides, in general, to provide a minimum of 60 semester credit hours up to a maximum of 66 credit hours, accounting for differences in the transfer of lab hours that may or may not be incorporated into the total TXST degree program hours. (Plans stating less than 60 semester credit hours may occur due to the lack of Texas Common Course Numbering System (TCCNS) courses or any other comparable courses being offered by CBC.) The structure of the transfer guides will be based upon the TCCNS as translated for the TXST core curriculum requirements of the published catalog. The plans will also identify courses beyond the core curriculum by TCCNS that apply toward the TXST degree program major, support work, and/or electives. This includes any applicable field of study curriculum defined by the Texas Higher Education Coordinating Board.

Some courses may not have a TCCN, so CBC may request that TXST review such courses for inclusion in specific transfer guides. The CBC representative identified herein should contact the TXST Articulation Officer to request the review of such courses. TXST will then review the courses and make the final decision to approve or disapprove of these courses in specific transfer guides.

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

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

- 1) TXST publishes transfer guides that correspond to specific TXST Undergraduate Catalog. Students have six years from the date they enter under such undergraduate catalog to complete this catalog's degree program. Therefore, each published transfer guide will remain valid for the same length of time as its corresponding catalog. Typically, TXST publishes its Undergraduate Catalog on a one-year cycle. After the catalog is published, TXST will make no revisions to the transfer guides except to correct any inadvertent errors.
 - a) TXST will publish any such correction to a transfer guide on the TXST website with a notation indicating the date of the correction and will provide CBC written notification of such correction.
 - b) Reasonable effort will be made to prevent students from being penalized by any errors made by TXST on the published plans.
- 2) CBC typically publishes its catalog on a one-year cycle. The CBC Articulation Representative will apprise the TXST Articulation Officer of any catalog/curriculum changes impacting the transfer guides so revisions may be addressed in the corresponding transfer guides within the next TXST catalog cycle.
- 3) TXST will notify CBC if program accreditation agencies bring about changes that are not governed by the published TXST 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 of Engineering and Technology (ABET).
- 4) CBC will distribute all changes to transfer guides in a timely manner to faculty, students, and staff.

C. Institutional Collaborations. TXST 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 institution. Therefore, collaborations may occur among or between comparable disciplines in order to develop appropriate transfer guides.

- 1) The TXST Articulation Officer named in Section G of the Agreement or his successor will be the liaison for the development of collaborations between faculties to accomplish the provisions of this Agreement. The TXST Articulation Officer will be the primary liaison for transfer practices with CBC.

- 2) Likewise, the CBC Articulation Representative or his successor will keep the TXST Articulation Officer apprised of any program changes or needs impacting or being impacted by the transfer guides. The CBC Articulation Representative will be the primary liaison for transfer practices with TXST.

D. Admissions and Recruiting.

- 1) TXST will publish its admission criteria in its annual recruitment publications, also available online via the TXST website. Students from CBC must meet all entrance requirements per the TXST annual recruitment material. 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 guide and the TXST Undergraduate Catalog.
- 2) TXST will evaluate credits based upon the official transcripts submitted for admission by CBC students. Prospective transfer students may receive an unofficial evaluation of transfer credits by contacting the TXST Undergraduate Admissions Office.
- 3) CBC will provide official and accurately coded transcripts (Paper or electronic) per student's request pursuant to the policies and procedures adopted by CBC.
- 4) TXST will provide recruiting visits and participate in prospective transfer student advising events/fairs, as possible, throughout the academic year. These visits are coordinated through the TXST Undergraduate Admissions Office.
- 5) CBC will collaborate with TXST to schedule events and visits and provide space, equipment, and materials needed by TXST representatives.

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

- 1) TXST understands CBC's mission of educating members of its service area and awarding associate degrees. Therefore, TXST will assist CBC in its mission by providing the following services:
 - a) Upon written request of CBC, TXST will notify its matriculated students that meet the eligibility criteria listed in paragraph E(1)(e) below, of the reverse transfer opportunity at CBC by the TXST official email account.
 - b) For purposes of this Agreement, pursuant to FERPA, TXST hereby designates authorized employees of CBC who are working under this Agreement as a school official with a legitimate educational interest in the educational records of TXST students who receive or who are eligible for reverse articulation of credit. CBC agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. CBC 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, CBC hereby designates authorized employees of TXST who are working under this Agreement as a

school official with a legitimated educational interest in the educational records of CBC students who receive or who are eligible for reverse articulation of credit. TXST agrees to maintain the confidentiality of educational records in accordance with the provisions of FERPA. TXST acknowledges and agrees that it is not allowed to share such educational records, or any part thereof, with any third party.

- d) Upon written request, TXST will provide aggregated group data concerning the performance of CBC students matriculated at TXST compared to native TXST students per an established TXST reporting format. Separate academic records for students will be maintained at each institution. Authorized employees of CBC and TXST will have access to personally identifiable information about the students who receive or who are eligible for reverse articulation of credit. CBC and TXST will advise such Authorized employees of their duty to adhere to institutional compliance with FERPA regulations.
 - e) Each October or at other appropriate intervals agreed up by both parties, TXST will review its student records and determine which students are eligible for the reverse articulation of credit pursuant to the following criteria: (I) the TXST student previously transferred coursework from CBC, (II) the student has indicated an interest in reverse articulation of credit and (III) the student completed at least 30 semester credit hours at CBC and additional semester credit hours at TXST to total 66 cumulative semester hours. TXST will securely transmit official electronic copies (SPEEDE) of these students' transcripts to CBC.
 - f) Upon receipt of TXST transcript information, CBC 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 CBC. Students who meet all CBC degree requirements are eligible to receive a CBC degree at no additional cost to the student. CBC will notify each student that he or she is eligible to receive an associate's degree and eligible to participate in CBC's graduation ceremony.
- 2) CBC will collaborate with TXST on the services listed above, provide the necessary contact information for students, and report any problems or challenges to the TXST Articulation Officer in a timely manner.
 - 3) CBC agrees to request in writing aggregate student performance information from the TXST Office of Institutional Research to monitor and enhance student academic success. The information may also be used to enhance curricular offerings. TXST and CBC 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 Provost of TXST and the President of CBC 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 with written notice of 180 days to the other party.
 - a) Upon termination, the applicable transfer guides will be removed from the TXST website.
 - b) CBC students who matriculated before the termination of this Agreement may continue to follow the transfer guides as long as the stated TXST catalog is valid, which is six years from the date that the student matriculated at CBC under such TXST catalog and its corresponding transfer guide.
 - c) Should this Agreement be terminated, CBC students who are in the process of seeking admission to TXST at the time of termination shall be allowed to complete the application process.

G. Institutional Representatives.

Texas State University
Associate Vice President for Enrollment Management & Marketing
Gary T. Ray
601 University Drive
San Marcus, TX 78666
Phone: (512) 245-1977
Email address: gtr21@txstate.edu

Coastal Bend College
Dean Mark Secord
Dean of Transfer and General Education
3800 Charco Road
Beeville, TX 78102
(361) 354-2408
Email address: secordmra_coastalbend.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, riots, war, epidemics, or governmental regulations.
- 2) **Governing law.** Hays County, Texas shall be the proper place for 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.
- 3) **Severability.** If any of the provisions or portions of this Agreement are invalid under any applicable statute or the rule of law, they are to that extent to be deemed omitted.
- 4) **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.
- 5) **Entire Agreement.** This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior agreements, whether oral or written instrument executed by both parties.
- 6) **Amendment.** This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 7) **No Financial Implication-** No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement. TXST and CBC are separate and independent institutions of higher education and intend to remain so; the administrators of TXST and CBC are authorized to prepare and implement plans of action and procedures necessary to affect this Agreement.
- 8) **Exclusivity.** This instrument in no way prohibits either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- 9) **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 CBC or TXST of its right to claim such exemptions, privileges, and immunities as may be provided by Texas law.
- 10) **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.
- 11) **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 Agreement.

- 12) Notice Language. Any notice to either party under this Agreement must be written 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 properly addressed as follows:

Texas State:	Coastal Bend College
Name: Gary T. Ray	Name: Mark Secord
Title: Assoc VP, Enrollment	Title: Dean Transfer & General Education
Address: 601 University Dr. San Marcos, TX 78666	3800 Charco Road Beeville, TX 78102

- 13) 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.
- 14) 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.
- 15) 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 the Agreement.
- 16) University Marks. CBC understands and acknowledges that Texas State University owns all rights to the name, logos, and symbols of TXST ("University Marks"), and any use of University Marks by CBC must have prior written approval of TXST. Any materials produced and distributed by CBC and/or TXST which uses the name, image, likeness, or references explicitly 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").
- 17) 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. 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.

Executed by the parties by their authorized representatives, in duplicate copies, each of which shall be deemed an original.

APPROVED:

TEXAS STATE UNIVERSITY



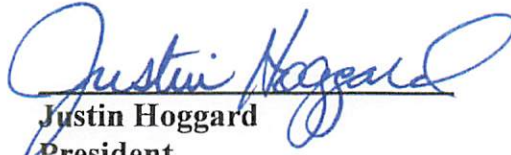
Dr. Gene J. Bourgeois
Provost and Vice President
For Academic Affairs

9.21.2022

Date

APPROVED*:

COASTAL BEND COLLEGE



Justin Hoggard
President

9/19/2022

Date

*Coastal Bend College: Please return a fully signed original Agreement within 60 days of the final execution of this Agreement to the designated TXST Articulation Officer above, at the Texas State University, 601 University Drive, San Marcus, TX 78665.