

**Articulation Agreement
Between
Lone Star College
And
Houston Baptist University**

This Agreement is entered into and is effective as of the date of final signature (the "Effective Date"), by and between Lone Star College (the "COLLEGE") which is an institution of higher education of the State of Texas and a public junior college pursuant to Section 130.004 of the Texas Education Code that is located in The Woodlands, Texas, and Houston Baptist University, ("PARTNER") which is located at 7502 Fondren Road, Houston, Texas 77074.

Whereas, the COLLEGE and PARTNER seek to establish the Articulation Agreement ("Agreement") to facilitate students' transfer from COLLEGE to PARTNER Programs. Both COLLEGE and PARTNER may be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

- A. This Agreement provides a framework to develop programs designed to enhance the educational experience of students attending both COLLEGE and PARTNER institutions in areas including, but not limited to:
- i. Transfer of credit, including Transfer and Reverse Transfer;
 - ii. Data sharing;
 - iii. Transfer student benefits.

Both Parties enter into this Agreement in the spirit of cooperation and to mutually recognize each other as quality institutions of higher education. Each party is dedicated to serving students from diverse populations.

II. TRANSFER OF CREDIT

- A. Transfer of credit from COLLEGE to PARTNER institutions for the purpose of completion of a baccalaureate program of study is designed to maximize the amount of course work completed for the associate degree applicable to the baccalaureate degree.
- a. Credits from COLLEGE that are transferrable to PARTNER degree programs may be specified in any amendment(s) to this Agreement.
 - b. PARTNER will recognize for transfer credit within legal and accreditation limitations, no less than 60 semester credit hours of course work submitted from COLLEGE resulting from transfer credit, dual/concurrent enrollments, advanced placement, CLEP, or other recognized means by which credit is awarded by examination (as appropriate and subject to COLLEGE policies).

- c. Separate academic records for students will be maintained at each Party's institution.

B. Reverse transfer of credit from the PARTNER institution to COLLEGE allows students to complete requirements for the associate degree in accordance with the Texas Education Code Section 2, Chapter 61, Subchapter S, Section 61.833. This program is specifically designed to allow students to receive the advantages pursuant to completion of the associate degree when the leave COLLEGE and prior to completion of the baccalaureate degree.

- a. PARTNER will provide COLLEGE with information on transfer students to help COLLEGE officials determine students who could benefit from reverse transfer of courses and COLLEGE will provide PARTNER with information about degrees awarded as a result of reverse transfer, subject to applicable state and federal laws.
- b. COLLEGE and PARTNER will work together to establish a timeline for record exchange, including original submission and the schedule of repeated academic record submission.
- c. Separate academic records for students will be maintained at each Party's institution.

C. COLLEGE and PARTNER will promote the opportunity on institutions websites, in social media, in printed and electronic materials, and through various presentations, media relations, and events.

III. DATA SHARING

- A. COLLEGE will provide the following data elements to PARTNER on an annual basis:
 - a. Directory information, as designated by COLLEGE, for students who have expressed a stated interest in transferring to PARTNER institution;
 - b. Major area of interested for students who have expressed a stated interested in transferring to PARTNER institution, 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.
- B. PARTNER will provide the following data elements to COLLEGE on an annual basis:
 - a. Directory information for students living in the COLLEGE service area;
 - b. Degree name and completion status of COLLEGE transfer students;
 - c. Semesters attended by COLLEGE transfer students;
 - d. Hours completed by COLLEGE transfer students;
 - e. Grade Point Average of COLLEGE 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.

C. COLLEGE agrees that data transferred from PARTNER to COLLEGE is and shall remain the sole and exclusive property of the PARTNER. PARTNER agrees that the data transferred from COLLEGE to PARTNER is and shall remain the sole and exclusive property of COLLEGE.

D. Data sharing practices and storage will be consistent with the Family Education Rights and Privacy Act (FERPA) as well as COLLEGE and PARTNER policies and procedures for managing student records and other confidential information.

IV. TRANSFER STUDENT BENEFITS

- A. Application fees will be waived for COLLEGE students and employees.
- B. PARTNER will provide an HBU Transfer Merit Award Scholarship for qualifying undergraduate students OR a 33% tuition discount for transfers admitted with at least a 2.5 GPA, whichever is greater.
- C. PARTNER will automatically consider the eligibility of COLLEGE students and employees to qualify for an HBU Merit Award Scholarship.
- a. Transfer Merit Award Scholarships will be valued up to \$14,000 each year OR
 - b. Recipients will receive a 33% tuition credit each semester.
 - c. Members in good standing with Phi Theta Kappa will also receive an additional \$3,000 scholarship per year.
 - d. All scholarship awards are renewable for up to 7 semesters based on maintaining a minimum cumulative GPA of 2.5 for the tuition credit or a cumulative GPA of 3.0 for the HBU Transfer Merit Scholarship and the Phi Theta Kappa award.
- D. COLLEGE students and employees admitted to PARTNER institution will be allowed access to academic advising services at PARTNER institution.
- E. Students jointly admitted to COLLEGE and PARTNER institution will receive:
- a. Student ID at COLLEGE and PARTNER institution;
 - b. Student computer/internet account at COLLEGE and PARTNER institution;
 - c. Student access to computer labs at COLLEGE and PARTNER institution;
 - d. Student access to libraries at COLLEGE and PARTNER institution;
 - e. Student access to sporting events at PARTNER institution, and
 - f. Free electronic transfer transcript transmission/evaluation
- F. COLLEGE Honors students admitted to PARTNER institution will receive:
- a. Acceptance to PARTNER institution Honors College with a minimum GPA of 3.8 and satisfaction of other Honors College admissions criteria (please

- specify: completion of PARTNER'S Honors College application and a satisfactory interview with PARTNER'S Honors College director.)
- b. PARTNER will accept a minimum of 12 hours of transfer Honors credits;
 - c. Honors transfer students will be eligible for merit and need-based aid commensurate with qualifications. COLLEGE and PARTNER will work together to provide a simple process for scholarship application;
 - d. Honors transfer students will be eligible to live in PARTNER Honors housing, and
 - e. COLLEGE and PARTNER will work to provide additional opportunities to Honors transfer students, such as potential aid for housing, potential travel and study abroad benefits, and joint admissions benefits. All opportunities will be detailed in Appendices to this Agreement.

V. TERM

A. This Agreement will commence on August 29, 2016 and remain in effect for two full academic years, including summer, and shall automatically renew for three additional one-year terms for a maximum five-year term unless sooner terminated in accordance with this Agreement. Either Party may request modification of this Agreement in writing, subject to review.

B. Immediate termination will occur if either COLLEGE or PARTNER 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.

C. 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.

D. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement after thirty (30) calendar days' written notice is given to the other Party.

E. Notwithstanding any other provision of this Agreement, in the event of termination, PARTNER 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 PARTNER.

VI. RELATIONSHIP OF THE PARTIES

A. It is agreed and understood that nothing in this Agreement shall be construed to imply or create any partnership, joint venture, association, or like relationship between the Parties. Neither Party shall have the power to obligate or bind the other in any manner except to the extent herein provided.

VII. GENERAL PROVISIONS

A. This Agreement and all attached Exhibits and Appendices (collectively known as the "Articulation Agreement" or "Agreement"), contains the entire agreement between COLLEGE and PARTNER and may only be modified in writing by the individuals authorized to execute on behalf of their respective Party below or their designees at least thirty (30) days in advance of the modification.

B. Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision), and venue for purposes of claims, or litigation shall be Houston, Harris County, Texas.

C. Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested as follows:

COLLEGE: Lone Star College
Academic Affairs
Mike Krall
5000 Research Forest Drive
The Woodlands, TX 77381

PARTNER: Legal Department
Houston Baptist University
7502 Fondren Road
Houston, TX 77074

With a copy to: Lone Star College
Office of the General Counsel
Attention: General Counsel
5000 Research Forest Drive
The Woodlands, Texas 77381

With a copy to: legal@hbu.edu

D. This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

E. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

F. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of this Agreement.

IN WITNESS THEREOF, Parties have executed this Agreement in multiple counterparts. The effective date of this Agreement will be the date of the last signature below.

Signatures:

COLLEGE:

PARTNER:

Signature
Name: Stephen C. Head, Ph.D.
Title: Chancellor

[Handwritten Signature]
Date: 10/17/16

Signature
Name: Sandy Mooney
Title: Vice President for Financial Operations

[Handwritten Signature]
Date: 8/15/16

Signature
Name: Mike Krall
Title: Associate Vice Chancellor, Academic Affairs

[Handwritten Signature]
Date: 10/10/16

Signature
Name:
Title:

APPROVED AS TO FORM
By *[Signature]*
Legal

Attached:
Optional Partnership for Joint Admission
Optional Partnership for Cooperative Advising

APPROVED AS TO FORM
[Signature] 9.22.2016
MARIO K. CASTILLO
GENERAL COUNSEL
LONE STAR COLLEGE SYSTEM

**Optional Partnership for Joint Admission
Between
Lone Star College ("COLLEGE")
and
Houston Baptist University ("PARTNER")**

I. PURPOSE

Joint Admission provides students the opportunity to maximize utilization of facilities and programs offered jointly by COLLEGE and PARTNER.

Programs in Joint Admission include the ability to attend both schools simultaneously or alternately, and (select and initial all that apply):

- Student ID at COLLEGE and PARTNER institution
- Student computer/internet account at COLLEGE and PARTNER institution
- Student access to computer labs at COLLEGE and PARTNER institution
- Student access to libraries at COLLEGE and PARTNER institution
- Student access to student employment opportunities at COLLEGE and PARTNER institution.
- Student access to sporting events at PARTNER institution
- Free electronic transfer transcript transmission/evaluation
- Reduced application fee to PARTNER institution

II. JOINT OBLIGATIONS

COLLEGE and PARTNER agree to the following terms and conditions (In addition to the specifications of the Articulation Agreement):

- D. Students applying to COLLEGE and simultaneously meeting PARTNER admission requirements may apply for and be accepted into the joint admission program following the PARTNER institution's application process.
- E. If a student does not meet the PARTNER institution entrance requirements at the time they enter COLLEGE, they are not eligible for joint admission. They may become eligible at a future date by meeting the requirements for transfer student admission to PARTNER institution.
- F. After acceptance under joint admission, a student must continually meet all admission requirements for both institutions to retain their eligibility to participate in the program.
- G. Students accepted under joint admission may transfer, alternate enrollment between institutions, or co-enroll at their discretion.
- H. Students opting for co-enrollment must meet all payment deadlines for the respective institutions. Means for reducing student financial obligations will be explored. COLLEGE and PARTNER will strive to make financial aid transfer between the respective institutions as convenient as possible for the student.
- I. Students who lose their eligibility to continue in classes at either Party's institution lose their eligibility to participate in the joint admissions program. Each Party reserves the right to allow students to continue at its respective discretion.
- J. Students are expected to abide by conduct, computer/internet usage, and facilities usage policies at each institution. Students who co-enroll will be expected to be knowledgeable of the rules for students at both institutions

K. and agree to comply with said rules. Students appealing academic or disciplinary issues will be directed to the institution under whose jurisdiction the matter falls and will follow established procedures at that institution. Students may transfer courses covered by articulation agreements freely between both institutions.

Signatures

COLLEGE:

Signature

Date

Name: Stephen C. Head, Ph.D.

Title: Chancellor

[Signature] 10/10/16
Signature Date

Name: Mike Krall

Title: Associate Vice Chancellor,
Academic Affairs

PARTNER:

Signature

Date

Name: Sandy Mooney

Title: Vice President for Financial
Operations

Signature

Date

Name: _____

Title: _____

APPROVED AS TO FORM
By [Signature]
Legal

Note: Modification of this Agreement requires approval of the OGC

APPROVED AS TO FORM

[Signature] 9.23.2016

MARIO K. CASTILLO
GENERAL COUNSEL
LONE STAR COLLEGE SYSTEM

Optional Partnership for Cooperative Advising
Lone Star College ("COLLEGE")
and
Houston Baptist University ("PARTNER")

I. PURPOSE

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 students who are (select and initial all that apply):

- Admitted (either through regular or joint admission) to PARTNER institution
All COLLEGE students with an expressed interest in transferring to PARTNER institution

And applies to (select and initial all that apply):

- Advising for all degree programs (including undecided) at PARTNER institution
Advising for only degree programs with specific articulation agreements between COLLEGE and PARTNER institution

II. JOINT OBLIGATIONS

COLLEGE and PARTNER agree to the following terms and conditions (in addition to the specifications of the standard agreement):

- PARTNER institution agrees to provide reasonable access to academic advisors from PARTNER institution to students attending COLLEGE prior to their actual transfer and in accordance with the options selected above.

Signatures:

COLLEGE:

Signature

10/12/16

Date

Name: Stephen C. Head, Ph.D.

Title: Chancellor

Signature

Date

Name: Mike Krall

Title: Associate Vice Chancellor, Academic Affairs

PARTNER:

Signature

Date

Name: Sandy Mooney

Title: Vice President for Financial Operations

Signature

Date

Name:

Title:

Note: Modification of this Agreement requires approval of the OGC

APPROVED AS TO FORM

By [Signature] Legal

APPROVED AS TO FORM
Mario K. Carrillo
GENERAL COUNSEL
LONE STAR COLLEGE SYSTEM
9.22.2016