



**Articulation Agreement
between
The University of Texas of the Permian Basin
and
Howard College**



This Articulation Agreement is made and entered by and between Howard College hereinafter called "HC" and The University of Texas of the Permian Basin, an institution of higher education of the State of Texas and a member of the University of Texas system, hereinafter called "UTPB".

Whereas UTPB is dedicated to service the educational needs of the citizens of the state of Texas as a part of its mission statement, and

Whereas HC is dedicated to fulfilling its mandate to serve the educational needs of the citizens of its service area, and

Whereas UTPB and HC are supportive of cooperative attempts to meet these educational needs, and

Whereas UTPB and HC enter into this agreement in order to offer cooperatively a greater range of educational opportunities to the citizens of the state of Texas.

Therefore and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

**ARTICLE I
TRANSFER AGREEMENT AND TRANSFERABILITY OF COURSES**

A student transferring to any of the current programs at UTPB under this agreement shall have full acceptance of academic credits earned at HC. The Department Chair of Mathematics determines how these credits may apply to the degree plan to ensure all requirements for graduation from UTPB are met for the student's program of study.

Transfer into any of the current programs within the Department of Mathematics will be subject to the following provisions:

1. The student will have graduated from HC with an associate's degree, or
2. The student will have earned a minimum of eighteen academic semester credit hours with a cumulative grade point average of at least 2.0 on a 4.0 scale.
3. UTPB will accept a total of 66 transfer credit hours from HC.

Courses listed in the Texas Common Course Numbering System Guide will transfer to UTPB as indicated in the guide. Other HC academic courses will transfer as non-equivalent work unless they are validated as substitutes for specific UTPB courses by mutual agreement between appropriate

UTPB and HC personnel.

Reverse Transfer

Reverse transfer is the process of awarding an associate's degree to students who begin their education at one institution, transfer to another institution, and complete their associate's degree requirements while working toward a bachelor's degree. UTPB and HC will develop a reverse transfer process to provide students with the opportunity to complete the associate's degree while working on their UTPB bachelor's degree. Student records will be exchanged between UTPB and HC for this purpose, strictly adhering to all privacy regulations and ensuring compliance with House Bill 3025.

Scholarships

HC students are encouraged to complete their application for admission to the university and submit official transcripts as early as possible to qualify and be considered for transfer scholarship.

ARTICLE II RESPONSIBILITIES OF THE PARTIES

UTPB agrees to:

1. Maintain course equivalency tables on the utpb.edu website.
2. Develop and maintain transfer guides for fields taught at both institutions.
3. Coordinate meetings with faculty and administrators to discuss course equivalency, program changes, and support of students transferring to UTPB.
4. Provide initial transcript evaluations for prospective transfer students prior to applying to UTPB.
5. Provide academic advising assistance to prospective transfer students prior to admission to the university.
6. Educate appropriate faculty and staff regarding course equivalency and transfer guides.
7. Include the HC logo and articulation agreement on the UTPB website.
8. On an annual basis, request a list of students who have completed 45 or more earned hours. This list should include directory information allowable by the Family Educational Rights and Privacy Act (FERPA).
9. Provide student records to HC for the purpose of reverse transfer, strictly adhering to all privacy regulations and ensuring compliance with House Bill 3025.
10. Host HC students on-campus once in the fall and spring semesters and provide lodging and on-campus meals at no cost to the students or HC.

HC agrees to:

1. Provide a location for admissions counselors to visit with prospective transfer students, including classroom visits and student organization meetings. Also provide venues for faculty and staff to address HC faculty and staff via faculty senate meetings and all administration.
2. Notify UTPB Office of Admissions regarding changes in course inventory offered at the institution that may affect the course equivalency tables.
3. Distribute UTPB transfer guides and display the marketing materials provided by UTPB.
4. Participate in meetings with faculty and administrators to discuss course equivalency, program changes and support of students transferring to UTPB.

5. Promote the availability of initial transcript evaluations for prospective transfer students prior to applying for admission.
6. Promote the availability of academic advising assistance to prospective transfer students prior to admission to the university.
7. Educate appropriate faculty and staff regarding course equivalency and transfer guides.
8. Include the UTPB logo and articulation agreement on the Howard College website.
9. On an annual basis, provide a list of students who have completed 45 or more earned hours. This list should include directory information allowable by the Family Educational Rights and Privacy Act (FERPA).

**ARTICLE III
SEVERABILITY**

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provision is not material to the overall purpose and operations of this agreement. The remaining provisions of this agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

**ARTICLE IV
AMENDMENT**

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

Notice to UTPB shall be mailed to:

Dr. Daniel Heimmermann
Provost
The University of Texas of the Permian Basin
4901 E University Blvd,
Odessa, Texas 79763

Notice shall be mailed to:

Dr. Amy Burchett
Vice President of Academic and Student Affairs
Office of Academic and Student Affairs
Howard College
1001 Birdwell Lane
Big Spring, TX 79720

**ARTICLE V
VENUE**

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

**ARTICLE VI
ASSIGNMENT**

Neither party shall have the right to assign or transfer its rights to any third parties under this agreement without the prior written consent of the other party.

**ARTICLE VII
INDEPENDENT CONTRACTOR STATUS**

Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between contracting parties. The sole interest and responsibility of the parties is to ensure

that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

**ARTICLE VIII
ORIGINAL TERM, RENEWAL, AND TERMINATION**

The agreement will take effect with the signatures affixed below and will automatically renew in one-year increments thereafter. Either party may terminate this agreement at any time, with or without cause, by giving the other party ninety (90) days written notice of its intent to terminate the agreement.

The University of Texas of the Permian Basin

Howard College



Dr. W. David Watts
President

11/19/15
Date



Dr. Cheryl Sparks
President

11/19/15
Date