

### Articulation Agreement between Angelo State University and Howard College



This Articulation Agreement is made and entered by and between Howard College hereinafter called HC and Angelo State University, an institution of higher education in the State of Texas and a member of the Texas Tech University system, hereinafter called "ASU". Whereas ASU and HC outline their commitment to the Texas Two-Step Teacher Certification Program (Program). HC is considered as a whole and this Agreement extends to all campuses within the HC system or district. ASU and HC enter into this Agreement in the spirit of cooperation and mutually recognize each other as quality institutions of higher learning.

#### Background

ASU created the Program to provide local education agencies (LEA) with an efficient pathway for paraprofessionals to obtain Texas teacher certification. ASU is committed to developing programs and partnerships that remove the common barriers faced by working paraprofessionals that impede advancement while upholding the State of Texas and Texas Higher Education Coordinating Board's 60X30TX Strategic Plan Initiative promoting access, affordability, quality, success, and cost-efficiency in Texas' institutions of higher education.

This Agreement aims to work directly between ASU and HC to create an efficient and effective transfer pathway leading to a baccalaureate degree with the additional goal of Texas teacher certification.

The Agreement provides a structure through which transfer articulation on all levels can be supported by the institution.

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 this program at ASU under this agreement shall have full acceptance of academic credits earned at HC. The department chair of Teacher Education determines how these credits may apply to the degree plan to ensure all requirements for graduation from ASU are met for the student's program of study.

Transfer into the BS Interdisciplinary Studies (EC-6 Generalist) program within the Department of Education will be subject to the following regular ASU admission provisions:

- 1. The student will have graduated from HC with an associate's degree, or
- 2. The student will have earned a minimum of twelve academic semester credit hours with a cumulative grade point average of at least 2.75 on a 4.0 scale.
- 3. Must maintain a C or better in coursework.

Courses listed in the Texas Common Course Numbering System Guide will transfer to ASU as indicated in the guide. Other HC academic courses will transfer as non-equivalent work unless they are validated as substitutes for specific ASU courses by mutual agreement between appropriate ASU 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. This is subject to the process set forth in Mutual and Coordinated Responsibilities Section 4 of this Agreement where ASU and HC have developed a reverse transfer process to provide students with the opportunity to complete the associate's degree while working on their ASU bachelor's degree. Student records will be exchanged between ASU 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 scholarships. Scholarship amounts are based on the number of transferable hours and grade point average earned and are renewable based on award criteria.

HC students who are members in good standing with the Phi Theta Kappa (PTK) organization are encouraged to apply for the Phi Theta Kappa Scholarship at Angelo State University. The PTK scholarship is renewable for two years as long as the student is meeting the PTK satisfactory academic progress requirements.

# ARTICLE II RESPONSIBILITIES OF THE PARTIES

#### ASU agrees to:

- 1. Encourage completion of a degree. ASU will encourage HC transfer students to complete the appropriate associate's degree either before matriculation to ASU or by reverse transfer of course credit following admission to and enrollment at ASU.
- Transfer Credits. ASU agrees to accept and transferable core curriculum and other lowerdivision courses from HC, to the extent it is within the Texas common course numbering system.
  - a. Crosswalks. Students transferring to ASU are eligible to receive degree credit for the courses listed in the attached Transfer Pathway Crosswalk (Attachment A)

- under the terms of this Agreement. Although not covered by this Agreement, transfer of additional coursework may be possible.
- b. Location. ASU will honor transferable courses taken at any HC location.
- c. Standards. ASU will enforce the same standards and criteria for admission to ASU for all students who desire to transfer to ASU and to the intended major degree sequence as designated in the ASU catalog.
- 3. Advising Services. ASU will provide academic advising services to pre-transfer students through Undergraduate Admissions Transfer Advising.
- 4. Financial Aid. ASU will provide transfer students with information regarding the availability of transfer scholarships for eligible students as well any other financial aid opportunities at ASU.
- 5. Reverse Transfer. ASU will develop a reverse transfer credit process that includes the methodology to notify students after they have completed at least 30 semester credit hours at HC. This is subject to the process set forth in Mutual and Coordinated Responsibilities Section 4 of this Agreement.
- 6. Marketing. ASU will:
  - a. Provide communication regarding ASU admission policy and procedure updates, campus recruitment events, and scholarship opportunities to the person(s) HC designates under Mutual and Coordinated Responsibilities Section 1.
  - b. Post information about the Program and transfer/reverse transfer opportunities on its website.

#### HC agrees to:

- Courses at HC. HC will ensure that all of its courses related to this Agreement are taught by qualified faculty holding appropriate and acceptable degrees and/or credentials as outlined by Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) Comprehensive Standards 3.4, 3.4.5 and 3.7.1.
- Texas Education Agency Standards. HC will provide course content, where appropriate, that align directly with the TEA standards and expectations set forth by ASU's teacher education program.
- 3. Identify students. HC will provide ASU with a list of students who have expressed an interest in transferring to ASU to ASU's Office of Undergraduate Admissions on an annual basis. The list will include the information below with the goal of allowing ASU to make those students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between institutions. HC agrees to provide notices and or obtain permissions required under 34 CFR 99.31 (a)(2) and 99.34 (a)(2).
  - i. Directory information, including email address;
  - ii. Major area of interest;

- Denote those currently enrolled with a projected transfer date on or after Fall 2022;
- iv. Denote those students having completed 30 or more semester hours, who have an overall GPA of 2.75 or better; and
- v. Denote those students pursuing the following degree plan: Associate of Arts, Associate of Science; Associate of Applied Arts, Associate of Applied Science; or undeclared.
- 4. Counselor. HC will provide contact information for a HC transfer counselor to ASU Admissions and update this information as personnel changes occur. The Counselor will be responsible for invitations to HC transfer events.
- 5. Cooperation. HC will cooperate fully with ASU in awarding associate's degrees via a reverse transfer by developing a plan whereby transcript information for students, who transferred to ASU prior to earning an associate's degree, is sent back to HC by ASU is processed in a timely manner and results reported back to ASU. Reporting of students will begin as soon as this Agreement is fully executed.
- 6. Marketing. HC will:
  - a. Link to (1) ASU, Academic Partnerships, and (2) Undergraduate Admissions on its relevant web pages.
  - Encourage students to utilize the pre-transfer academic advising services and resources offered through Undergraduate Admissions at ASU each semester while attending HC.
  - c. Inform students who are nearing graduation of transfer opportunities and what needs to be accomplished to meet ASU transfer requirements.
  - d. Provide information, within legal guidelines, about prospective transfer students with the goal of making students aware of scholarship and other financial aid opportunities and the potential to satisfy Associate and Bachelor's degree requirements by transferring coursework between institutions.

### Mutual and Coordinated Responsibilities

#### The parties agree to:

1. Point of Contact. To designate an individual who will be responsible for the maintenance of the Agreement to be a central point of contact.

ASU designed: Dr. Scarlet Clouse, sclouse@angelo.edu

HC designed: Mrs. Lanna Hubbard, lhubbard@howardcollege.edu

- Communication and marketing. To cooperate in communicating information about this Agreement.
  - Coordinate visitation trips to ASU and assist, advertise, promote, and facilitate transfer events.
  - b. Coordinate ASU's attendance at HC's campus events (such as transfer fairs).

- c. Coordinate information to advertise and inform potential transfer students. Each institution will assume responsibility for appropriate marketing to reach their respective student populations and will annually review marketing material to ensure alignment with the Program's mission.
- d. Promote communication about Program initiatives with faculty, staff, and students. The institutions will provide transfer-related information in a manner agreed upon between ASU and the representative(s) designated in Section 1.
- 3. Course and Program Pathway Crosswalks.
  - a. The Crosswalks in Attachment A outline the course-by-course transfer of courses and/or specific programs. A course-specific crosswalk is required for each transferable program. Crosswalks approved after the initial execution of this Agreement will be added and clearly identified as updates or amendments to this document and signed by the approving personnel of each institution.
  - b. The institutions will review the Transfer Pathway Crosswalk (Attachment A) annually during the summer, to amend as needed, and render effective September 1 to align with the ASU catalog revisions.
  - c. Students following a previous crosswalk will be allowed to continue to do so provided they have been enrolled at HC continuously. A break in enrollment will necessitate a change in catalog year as per ASU policy.
  - d. Changes to crosswalks must be in writing and signed by an authorized party at each institution.
- 4. Reverse Transfer Process. To facilitate HC's ability to offer transfer associate degrees in accordance with the State of Texas 60X30XTX Strategic Plan initiative and as pursuant to House Bill 3025, the Office of the Registrar at ASU and HC agree to the following procedure:

#### The Registrar at ASU will:

- 1) Identify Students meeting the following criteria:
  - a) Student has earned 30 or more college-level transfer credit hours at HC.
  - b) Student does not have an Associate's Degree.
  - c) Student has 60 total earned hours (transfer and ASU hours combined).
- 2) At the end of each semester, ASU will:
  - a) Provide participating students' transcripts to HC for review for Associates degree to HC Registrar's Office: registrar@howardcollege.edu, 432-264-5072

#### The Registrar at HC will:

- 1) Evaluate ASU transcripts.
- 2) Contact HC students regarding any other requirements for the awarding of the Associate's Degree.
- 3) Award Associates degrees based on current requirements.

- 4) Each term, provide the Office of the Registrar at ASU with an electronic file reflecting awarded associate degrees and official transcripts by:
  - a) Designating on the original list from ASU the month and year for each participant who has earned an Associate's degree.
- 5) Email updated original participant list and transcripts with the awarded degree back to ASU.

### ARTICLE III GENERAL TERMS

- Costs. This Agreement is not a commitment of funds and does not create any fiscal
  obligation on the part of either institution. Each institution will bear its own costs, risks,
  and liabilities arising out of its obligations and efforts under this Agreement during the
  period it is in effect. No institution shall have any right for reimbursement, payment, or
  compensation of any kind for work performed under this Agreement.
- 2. Use of Data. Throughout the term of this Agreement, and upon termination, each party shall be solely responsible for data in its possession, and neither party shall have the authority to access, use, or disclose transferred data for purposes other than those outlined in this Agreement. The parties agree to abide by applicable laws with respect to access, use, disclosure, and/or disposal of data.
- 3. Family Education Rights and Privacy Act (FERPA). Both parties acknowledge a legal obligation to maintain confidentiality and the privacy of its student records in accordance with applicable law and regulations, specifically FERPA. Both parties agree to comply with FERPA and safeguard student information.
- 4. No waiver of sovereign immunity. The parties specifically agree that neither the execution of the Agreement by ASU and HC nor any other conduct, action or inaction of any representative of ASU and HC relating to the Agreement constituted or intended to constitute a waiver of ASU's and HC's or the state's sovereign immunity to suit.
- 5. Entire Contract; Modifications. The Agreement supersedes all prior agreements, written or oral, between HC and ASU and will constitute the entire agreement between the parties with respect to the subject matter hereof.
- 6. Contractor Certification. HC certifies this Agreement is not prohibited under Texas Government Code 2261.252(b) and agrees that if HC's certification is or becomes untrue, this Agreement is void, and HC's will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this Agreement, including damages, whether under breach of contract, unjust enrichment, or any other legal theory specific performance; and injunctive relief.
- 7. Texas Public Information Act. All information, documentation, and other material submitted by the HC for and under this Agreement are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 553). HC is hereby

- notified the ASU strictly adheres to this statute and the interpretations thereof rendered by the Courts and the Texas Attorney General. ASU will use its best efforts to maintain the confidentiality of all HC submitted information except where ASU is required to disclose it under the Act.
- 8. Breach of Contract Claims. The dispute resolution process provided for in Texas Government Code Chapter 220 and the related rules adopted to the Texas Attorney General pursuant to Chapter 2260 will be used by ASU and HC to attempt to resolve any claim for breach of contract made by HC that cannot be resolved in the ordinary course of business.
- 9. Independent Contractor. The parties agree that they are independent contractors and that this Agreement does not form a joint venture or partnership.
- 10. Applicable Laws & Regulations. HC agrees that it will comply with all federal, state, or local laws or regulations applicable to HC's performance under this Agreement.

#### ARTICLE IV 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 V AMENDMENT

No modification or amendment to the Agreement will become valid unless agreed upon in writing and signed by both parties. All amendments must be signed by the same person who signed the original Agreement or their successor(s).

Formal notice under this Agreement must also be written and delivered to the person or department named below: (1) by hand delivery, (2) by United States mail, or (3) by email. Notice will be effective upon physical delivery of the notice by messenger service or, four business days after the date of smiling receipt, either by return receipt or reply email. If emailing the notice, the notice is deemed incomplete and sender must send notice by messenger or certified mail.

Notice ASU shall be mailed to:

Dr. Scarlet Clouse
Dean-College of Education
Angelo State University
Carr Education-Fine Arts Building, Room 105
San Angelo, Texas 76909

Notice shall be mailed to:

Mrs. Lanna Hubbard
Dean of Instruction
Howard College-San Angelo
3501 US Hwy 67
San Angelo, Texas 76905

#### ARTICLE VI 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 VII 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 VIII 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 IX ORIGINAL TERM, RENEWAL, AND TERMINATION

This MOU becomes effective upon the date of the last approving signature and will remain in effect for one year. Thereafter, this MOU shall automatically renew on an annual basis for up to four years unless thirty (30) days written notice of intent to terminate the MOU is given by either party.

Consequences of Termination. If the Agreement is terminated early, neither party has any obligation toward the other upon the effective date of termination, except that the institutions agree to permit any students already enrolled at ASU under the terms of this Agreement to graduate.

Angelo State University

Ronnie D. Hawkins, Jr.	08/09/2022	Chember Sparker 8/15/22
Ronnie D. Hawkins, Jr., Lt Gen (ret), USAF	Date	Dr. Cheryl Sparks V Date
President		President
Angelo State University		Howard College
Jamie Mayer Jamie Mayer (Aug 9, 2022 07:42 CDT)	08/09/2022	
Mrs. Jamie Mayer	Date	
Vice President for External Affairs		
Angelo State University		

Howard College

#### TRANSFER PATHWAY CROSSWALK-ATTACHMENT A

Angelo State University and Howard College-San Angelo are dedicated to assisting individuals with obtaining Texas teacher certification through a partnership that creates a convenient and efficient pathway. This transfer pathway outlines the credits from Howard College-San Angelo that will transfer towards a bachelor's degree at Angelo State University.

Completion of the following curriculum will satisfy the requirements for an Associate of Arts in Teaching (EC-6 Grades) degree, as well as the specified Angelo State University core requirements, as outlined by the Texas Higher Education Coordinating Board.

Completing the coursework below does NOT guarantee admission to Angelo State's educator preparation program. Students in the Texas 2-Step program will work closely with the program advisor to ensure that both Howard College-San Angelo and Angelo State University requirements are met.

Howard Coll	ege & Angelo State Universi	ty Tran	sfer Plan for				
	Arts in Teaching Education,						
Bachelor of Science Interdisciplinary Studies (EC-6 Generalist)							
Howard College Fall Semester Year 1		sch	Howard College Spring Semester Year 1		sch		
ENGL 1301	Composition I will transfer as ASU's ENGL 1301	3	ENGL 1302	Composition II will transfer as ASU's ENGL 1302	3		
MATH 1314	College Algebra or equivalent will transfer as ASU's MATH 1314	3	BIOL 1306 <sup>1</sup>	Biology for Science Majors I will transfer as ASU's BIOL 1306	3		
BIOL 1308 and BIOL 1108	will transfer as ASU's BIOL 1308/1108	4	HIST 1301	United States History I will transfer as ASU's HIST 1301	3		
GEOL 1401	Earth Sciences for Non- Science Majors and Lab will transfer as ASU's GEOL 1301/1101	4	GOVT 2305	Federal Government will transfer as ASU's POLS 2305	3		
HUMA 1315	Fine Arts Appreciation will transfer as ASU's HUM CENA	3	GEOG 1301 <sup>2</sup>	Physical Geography will transfer as ASU's GEOG 1301	3		
	TOTAL	17		TOTAL	15		
Howard Col	lege Fall Semester Year 2	sch	Howard Col	lege Spring Semester Year 2	sch		
ENGL 2321, 2326, 2331, or 2341	Sophomore Literature Core will transfer as ASU's Sophomore Lit	3	MATH 1351	Mathematics for Teachers II (Fundamentals of Math II) will transfer as ASU's MATH 1351	3		
HIST 1302	United States History II	3	SPCH 1315	Public Speaking	3		

			A.S. TOTAL DEGREE HOURS		
	TOTAL	15		TOTAL	13
MATH 1350	Mathematics for Teachers I (Fundamentals of Math I) will transfer as ASU's MATH 1350	3	EDUC 1100	Learning Frameworks will transfer as ASU's GS 1181	1
EDUC 1301	Introduction to the Teaching Profession will transfer as ASU's ED 2302	3	EDUC 2301	Introduction to Special Populations will transfer as ASU's ECH 2305	3
GOVT 2306	Texas Government will transfer as ASU's POLS 2306	3	HIST 2301 <sup>3</sup>	Texas History will transfer as ASU's HIST NENA	3
	will transfer as ASU's HIST 1302			will transfer as ASU's COMM 1315	

 $^{1}$ BIOL 1306 is a Howard College graduation requirement. BIOL 1306 will count as elective credit hours in the ASU degree plan.

<sup>2</sup>GEOG 1301 is approved to substitute GEOG 2305 for the purpose of this agreement with the ASU Department of Teacher Education.

<sup>3</sup>HIST 2301 is approved to substitute HIST 3301 for the purpose of this agreement with the ASU Department of Teacher Education.

	ege & Angelo State Univers Arts in Teaching Education				
	Science Interdisciplinary S				
ASU Fall Semester Year 1		sch	ASU Spring Semester Year 1		sch
SPED 2361	A Survey of Exceptionalities	3	RDG 3335	Reading Development in the Elementary School	3
RDG 2306	Teaching Reading Using Children's Literature	3	EPSY 3314	Linguistically Diverse Learners	3
EPSY 3303	Child and Adolescent Development	3	PS 3312	Physical Science Concepts	3
PS 3311	Physical Science Concepts	3	RDG 3332	Reading in the Content Areas	3
			RDG 3336	Teaching Reading in the Language Arts Classroom	3
	ED 4309	ED 4309	Mathematics: Instructional Strategies for the Elementary and Middle School Teacher	3	
	TOTAL	12		TOTAL	18
ASU Fall Semester Year 2		sch	ASU Spring	Semester Year 2	sch
ECH 4350	Applied Child Development	3	ED 4315	The Elementary School: Organizations and Management	3

			Bachelor of Science Interdisciplinary Studies Complete Total		120
	TOTAL	18		TOTAL	12
ECH 3350	Developmentally Appropriate Environments	3			
RDG 4303	Reading and Language Arts: Instructional Strategies for the Elementary and Middle School Teacher	3			
RDG 4301	Assessment and Evaluation of Reading and Writing	3			
ED 4314	Science: Instructional Strategies for the Elementary and Middle School Teacher	3			
ED 4311	Social Studies: Instructional Strategies for the Elementary and Middle School Teacher	3	ED 4975	Clinical Teaching (student teaching) in Early Childhood to Grade 6	9