

Contract Number: 734-2025-ART-004833
Start Date: Saturday, March 01, 2025
End Date: Thursday, February 28, 2030



Transfer Pathways Articulation Agreement

Wharton County Junior College

and

Lamar University

This formal 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 Wharton County Junior College (“WCJC”), a public community college, whose main office address is at 911 Boling Highway, Wharton, Texas 77488. By this Agreement, effective on 3/1/2025 12:00 AM, LU and WCJC, 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 WCJC to complete requirements for the associate degree issued by WCJC. 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 WCJC 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 WCJC students and specify the number of credits from WCJC 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 WCJC students who transfer to LU prior to earning an associate degree at WCJC, the Parties agree to encourage the reverse transfer of credit from LU to WCJC 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 WCJC 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. WCJC 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 WCJC and request authorization from the student for LU to release the student's academic course information to WCJC for the purpose of determining whether the student has earned the required credits for an associate degree offered by WCJC;
 - c. Upon its receipt of a student's signed consent, LU, through the National Student Clearinghouse Reverse Transfer Portal, will provide WCJC with information on transfer students to help WCJC officials determine students who could benefit from reverse transfer of courses and WCJC 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, WCJC 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 WCJC. WCJC will notify each student that he or she is eligible to receive an associate degree and eligible to participate in WCJC's graduation ceremony.
 - e. WCJC 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. WCJC 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.

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

- a. WCJC will provide directory information such as student email, mailing address, and phone number, as designated by WCJC, 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 WCJC on an annual basis:

- a. Directory information for students living in the WCJC service area;
- b. Degree name and completion status of WCJC transfer students;
- c. Semesters attended by WCJC transfer students;

WCJC agrees that data transferred from LU to WCJC is and shall remain the sole and exclusive property of LU. LU agrees that the data transferred from WCJC to LU is and shall remain the sole and exclusive property of WCJC. LU and WCJC 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 WCJC prior to their actual transfer and in accordance with this Agreement.
6. **Program Changes.** At an interval agreed upon by both parties, WCJC and LU will review and communicate with each other any curriculum changes, degree program changes, policy changes, or resident credit requirements that will affect this agreement or any program Agreement developed hereunder.
7. **Promotion.** WCJC and LU agree to cooperate in communicating with each other concerning the relationship between the two Institutions. WCJC 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 WCJC 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 **WCJC AND WCJC'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.

TO THE EXTENT PERMITTED BY TEXAS LAW, **WCJC** 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 **WCJC** 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



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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. Brett Welch
 Acting Provost and Vice President, Academic Affairs
 985 East Florida Drive
 Beaumont, TX 77710

Wharton County Junior College
 Betty A. McCrohan
 President
 911 Boling Highway
 Wharton, Texas 77488

In witness whereof, the authorized representatives of the Parties have executed this Agreement in duplicate originals on the 3/1/2025 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

Brett Welch

Brett Welch (Mar 17, 2025 12:43 CDT)

Dr. Brett Welch
Acting Provost and Vice President for
Academic Affairs

Wharton County Junior College
Authorized Representative

Betty A. McCrohan

Betty A. McCrohan 3-7-25
President