This Articulation Agreement is made and entered by and between Midland College hereinafter called “MC” and Angelo State University, an institution of higher education of the State of Texas and a member of the Texas Tech University system, hereinafter called “ASU”.

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

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

Whereas ASU and MC are supportive of cooperative attempts to meet these educational needs, and

Whereas ASU and MC 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 ASU under this agreement shall have full acceptance of academic credits earned at MC. The department chair of each program 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 any program under this agreement will be subject to the following regular ASU admission provisions:

1. The student will have graduated from MC 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 2.0 on a 4.0 scale.

Courses listed in the Texas Common Course Numbering System Guide will transfer to ASU as indicated in the guide. Other MC 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 MC 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. ASU and MC will develop 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 MC for this purpose, strictly adhering to all privacy regulations and ensuring compliance with House Bill 3025.

Scholarships
MC students are encouraged to complete their application for admission to the university and submit official transcripts as early as possible to be considered for the ASU Distinguished Transfer scholarships. As long as funds are available, scholarship amounts are based on the number of transferable hours and grade point average earned and are renewable based on award criteria.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

ASU agrees to:

1. Visit all MC campuses at least once a semester during the fall and spring semesters with additional opportunities as schedules and availability allow.
2. Maintain course equivalency tables on the ASU admissions website.
3. Develop and maintain transfer guides for fields taught at both institutions.
4. Coordinate meetings with faculty and administrators to discuss course equivalency, program changes, and support of students transferring to ASU.
5. When requested by a student, provide initial transcript evaluations for prospective transfer students prior to applying to ASU.
6. Provide 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 MC logo and articulation agreement on the ASU website.
9. 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).
10. Provide student records to MC for the purpose of reverse transfer, strictly adhering to all privacy regulations and ensuring compliance with House Bill 3025.
MC 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 MC faculty and staff via faculty senate meetings and all administration.
2. Notify ASU Office of Admissions regarding changes in course inventory offered at the institution that may affect the course equivalency tables.
3. Distribute ASU transfer guides and display the marketing materials provided by ASU.
4. Participate in meetings with faculty and administrators to discuss course equivalency, program changes and support of students transferring to ASU.
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 ASU logo and articulation agreement on the MC 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 ASU shall be mailed to:

Cecilia Hernandez
Assistant Director of Admissions
Transfer & Military Affiliated Programs
Angelo State University
ASU Station #11014
San Angelo, Texas 76909-1014

Notice shall be mailed to:

Frank De La O, PhD.
Associate Vice President of Instructional Support
Midland College
3600 N. Garfield
Marie Hall Academic Building Rm 154
Midland, Texas 79705
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
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.

Angelo State University

Ronnie D. Hawkins, Jr., Lt Gen (ret), USAF
President
Angelo State University

Jamie Moyer
Vice President for External Affairs
Angelo State University

Midland College

Steve Thomas, PhD.
President
Midland College

Mrs. Jamie Mayer
Vice President for External Affairs
Angelo State University