

## **Baylor Bound Agreement**

### **A Memorandum of Understanding Between**

### **Baylor University and San Jacinto Community College District**

Baylor University and San Jacinto Community College District are committed to expanding educational opportunities for the people of Texas. Texans already benefit greatly from the presence of both institutions, but this partnership will leverage the strengths of both institutions for the good of students and the state as a whole. Although Baylor University has received transfer students from San Jacinto Community College District since its founding, both institutions desire to strengthen their ties by establishing a transfer agreement that provides well-established pathways for students to follow. The program is intended to serve San Jacinto Community College District students who, upon meeting the criteria below, will transfer to Baylor University toward the goal of completing their undergraduate degree.

In order to ease the process of transferring students and to foster academic relationships between the two institutions, San Jacinto Community College District ("San Jacinto") and Baylor University ("Baylor") agree to the following "Baylor Bound Agreement":

1. Students may declare their intent to transfer to Baylor by submitting the *Baylor Bound* application. They may submit the application prior to enrollment at San Jacinto or while enrolled as a full-time student at San Jacinto. Admission to the program will be determined by Baylor's Office of Admission Services.
2. Upon consultation and review, Baylor and San Jacinto will develop appropriate transfer equivalency guides (Major Academic Planners--MAPs) to identify courses that may transfer to Baylor from San Jacinto, and Baylor and San Jacinto shall make this information available on both the Baylor and San Jacinto websites.
3. Students must be enrolled in an approved AA or AS academic program leading to an approved Baylor BBA, BA, BSW, or BS degree and refer to Baylor's Major Academic Planner when planning coursework.\*
4. Students in Baylor Bound should plan to transfer to Baylor after an appropriate number of San Jacinto courses listed on the MAP have been successfully completed. Students should consult their Baylor and San Jacinto academic advisors each semester to determine the appropriate time to transfer to Baylor.
5. A student's formal application for admission to Baylor will be activated when the student has completed the Baylor application for admission. Baylor's official admissions decision will be made after all appropriate documents have been received and reviewed by Baylor.\*

6. Baylor will make available to Baylor Bound students information about scholarships for transfer students.
7. Baylor will provide Baylor Bound students expanded opportunities to learn more about Baylor through special mailings and scheduled visits with Baylor representatives.
8. Students will be made aware of the opportunity for the reverse transfer of credits back to San Jacinto for an AA or AS degree if they complete a Baylor transcript request for each semester they are enrolled at Baylor.
9. San Jacinto students can utilize the Baylor Library System through the interlibrary Loan Agreement (<http://www.baylor.edu/lib/ils/>)
10. Consistent with FERPA regulations, officials from San Jacinto and Baylor will collaborate to share disaggregated statistical information about students, including participants still enrolled at San Jacinto, participants who have enrolled at Baylor, and participants who graduate from Baylor.
11. Baylor Admission Marketing (BAM) will provide text to San Jacinto to be utilized in promotional materials, including websites. San Jacinto will run any additional text by BAM before publishing to ensure a consistent message to all recruits from both institutions. Any materials produced and distributed by San Jacinto and/or Baylor which uses the name, image, likeness or specifically references this agreement or makes any general representation regarding each other's institution must be approved by the respective party in writing prior to its use. Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights").
12. Both institutions shall designate in writing an employee who will serve as the point of contact for administration of this Agreement.
13. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.
14. This Agreement may not be amended or modified except by a written instrument executed by both parties. San Jacinto and Baylor agree to mutual notification of changes and additions to the curriculum and curriculum standards, so that articulation plans and transfer equivalency guides may be revised as necessary. Proposed changes in policies or curriculum by either party must be communicated in writing to the other party and agreed upon in consultation with officials of each institution. Any changes agreed upon must be signed by both parties, dated, and attached to this agreement.

15. All notices given pursuant to this Agreement shall be in writing and shall be validly given on (1) the date of delivery if delivered by email, facsimile transmission, registered or certified mail, or hand delivered, or (2) three (3) business days after being mailed via United States Postal Service addressed as follows:

**San Jacinto Community College District**

Dr. Brenda Hellyer  
4624 Fairmont Parkway  
Pasadena, Texas 77504  
281-998-6100

**Baylor University**

Dr. Wesley Null  
One Bear Place #97014  
Waco, Texas 76798-7014  
254-710-6120


16. No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this agreement. San Jacinto and Baylor are separate and independent institutions of higher education and intend to remain so. The administrators of San Jacinto and Baylor are authorized to prepare and implement plans of action and procedures necessary to effect this agreement.
17. Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor.
18. This agreement shall become effective February 29, 2016, and shall remain in effect until terminated in writing by either party upon thirty (30) day notice. In the event this agreement is terminated, both institutions agree to make completion provisions for individual students participating in the program at the time of termination.
19. Harris County, Texas shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
20. If any of the provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.
21. It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver by either San Jacinto or Baylor of its right to claim such exemptions, privileges, and immunities as may be provided by law.

\*Please note the following:

- To view San Jacinto MAPs for the approved academic programs and degrees, refer to [www.baylor.edu/advising/bbmaps](http://www.baylor.edu/advising/bbmaps). Any coursework not listed on a MAP that a student takes at San Jacinto will be evaluated for equivalent transfer credits by the Admission Services Office. Such courses will not necessarily count toward degree requirements, as is the case with all courses listed on MAPs.
- For current admission requirements and transfer credit policies, visit the Admission Services website (<http://www.baylor.edu/admissions/>). Certain majors, colleges/schools and departments may also require a higher GPA and/or portfolio/recital/audition-based admission.

**BAYLOR UNIVERSITY**

**SAN JACINTO COMMUNITY COLLEGE DISTRICT**

Signed by:   
Kenneth Winston Starr,  
President and Chancellor

Signed by:   
Brenda Hellyer, Chancellor

Date: \_\_\_\_\_ February 29, 2016 \_\_\_\_\_

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