

COASTAL BEND COLLEGE and TEXAS WOMAN'S UNIVERSITY

An Articulation and Concurrent Enrollment Agreement

A Dual Enrollment Dental Hygiene Education Program

Date: August 15, 2023

**Articulation and Concurrent Enrollment Agreement between
Coastal Bend College and Texas Woman’s University in regard to the
Bachelor of Science in Dental Hygiene
(BSDH)**

This Articulation and Concurrent Enrollment Agreement describes various aspects of a dual program to be implemented by the contracting participants: Texas Woman’s University on behalf of its College Health Sciences and COASTAL BEND College.

1. Purpose of Agreement

Texas Woman’s University College of Health Sciences, herein referred to as “TWU” located in Denton, Texas, and COASTAL BEND College, herein after referred to as “CBC”, located in Beeville, Texas, share a common interest in expanding the availability of quality higher education to all students of dental hygiene. Both entities agree to cooperate in furthering this objective to the mutual benefit of their students.

TWU offers a baccalaureate program leading to a Bachelor of Science degree in Dental Hygiene; and CBC provides a two-year instructional program leading to an Associate of Applied Science degree in Dental Hygiene. CBC serves a specific region of the state where the need is high for access to oral healthcare and for well-educated dental hygiene professionals. A dual academic arrangement would promote student retention and timely graduation in a cost and time effective manner as emphasized by the State of Texas.

This Articulation and Concurrent Enrollment Agreement (“Agreement”) provides guidelines and outlines areas of responsibility that allows students to enroll in pursuit of an Associate of Applied Science (AAS) degree in Dental Hygiene at CBC as they simultaneously pursue a Bachelor of Science Degree in Dental Hygiene (BSDH) from TWU. TWU and CBC are referred to below generally as “Party.”

2. Terms

The parties to this Agreement, TWU and CBC, agree to the terms and conditions set forth herein:

A. General

1. TWU and CBC will each designate an individual who will be responsible for the maintenance of this Agreement and sharing of information on the BSDH and AAS degrees, new courses added to the degree program, transcript evaluation, and other projects needed to ensure the success of the Agreement.
2. The names of the designated persons are contained in Appendix 1. Any change to Appendix 1 shall not require renegotiating this agreement, and

any such change made by one institution shall be communicated in writing to the other.

3. To be eligible for the program, students must meet dental hygiene admission requirements set out by both institutions.

B. COASTAL BEND College agrees to:

1. Advertise the dual dental hygiene programs in appropriate publications such as, but not limited to, the CBC Catalog and the CBC Dental Hygiene web page but will not use materials or information without written agreement from TWU.
2. Designate an individual within the CBC Dental Hygiene Program to serve as a liaison for students interested in pursuing the Bachelor of Science with a major in Dental Hygiene from TWU.

C. Texas Woman's University agrees to:

1. Establish a mechanism for concurrent admission of dental hygiene students from CBC into TWU and the TWU Dental Hygiene Program. The TWU Dental Hygiene Program agrees to accept students admitted to the CBC Dental Hygiene Program who, prior to entry into the TWU Dental Hygiene Program, will have completed the required non-dental hygiene prerequisite courses, including the required equivalent statistics course prior to the Applied Dental Hygiene Research course and the required equivalent U.S. Government course prior to taking the Oral Health Worldview course.
2. Promote the dual dental hygiene program in appropriate publications, such as but not limited to the TWU Undergraduate Catalog and the TWU Dental Hygiene web page but will not use CBC materials or information without written agreement from CBC.

D. Both Institutions agree to:

1. Maintain independent accreditation by the Southern Association of Colleges and Schools and the Commission on Dental Accreditation.
2. Inaugurate a curriculum and sequence of courses as agreed by collaboration of the respective dental hygiene programs.
3. Strive to provide students with "seamless" access and to assist them in completing and transferring appropriate program/course credit from both institutions.
4. Identify an operations contact person to assist in addressing student/advising questions and help resolve program logistical issues that may develop.
5. Confer at least on an annual basis to evaluate the success of this Agreement;

consider curriculum updates and any other requests for changes or proposed amendments as may be deemed necessary.

6. Share data or other pertinent information regarding students as necessary to help ensure student success.
7. Share aggregate information on student performance as may be necessary to evaluate the success and quality of the services under this Agreement.
8. Ensure that performance standards and grade expectations for student promotion are met at both institutions.
9. Require that students be in good standing, including meeting academic and ethical standards at both institutions in order to remain in the program.
10. Handle due process proceedings and appeals according to the policies at the respective institution where required.

3. Terms of Agreement and Termination

1. **Marks and Intellectual Property.** Each Party understands and agrees that all trademarks, service marks, logos, symbols, slogans, domain names and trade names (collectively “Marks”) are the properties of their respective owners. A Party’s Marks may only be used with that Party’s prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Prior written consent must also be obtained for any materials produced and distributed by a Party which contain the name, image, and likeness of the other Party and/or specifically reference this Agreement and/or makes a general representation about the other Party’s institution. Except as otherwise provided herein, each Party owns and retains all right, title and interest, worldwide to its respective name, tradenames, trademarks, service marks, trade secrets, patents and other intellectual property rights and each Party agrees that no transfer, grant or license of rights under any patent or copyright or to any intellectual property, proprietary information and/or trade secret is made or is to be implied by this Agreement except as may be expressly stated otherwise herein.
2. **Governing Law.** This Agreement and all the rights and obligations and 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.
3. **Amendments.** This Agreement may not be amended or modified except by a written instrument executed by both Parties.
4. **No Financial Implication.** No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this

Agreement. The parties are separate and independent institutions of higher education and intend to remain so.

5. Non-exclusivity. This Agreement in no way prohibits either Party from participating in similar activities with other public or private agencies, organizations, and individuals.
6. No Third-Party Beneficiary. This Agreement will not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other Party or against a third party.
7. Compliance with Laws and Policies: Each Party and its directors, officers, shareholders, members, principals, participants, employees, and agents shall comply with applicable laws, ordinances, regulations, and codes, including accreditation standards related to the performance of this Agreement. The Parties acknowledge and agree that any student data and information exchanged between the Parties must be exchanged in compliance with the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and the regulations promulgated thereunder, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”). Pursuant to FERPA, protected student information and data may be exchanged between schools, school systems, or institutions of postsecondary education, without obtaining prior written consent of the student, where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student’s enrollment or transfer. 20 U.S.C. § 1232g(b)(1)(B) and 34 C.F.R. § § 99.31(a)(2).
8. Force Majeure. Neither Party will be liable for failure to perform any obligation under this Agreement if such failure is directly caused by a Force Majeure Event. A “Force Majeure Event” shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the Party impacted, and that could not have been prevented by the reasonable diligence of the Party. Without in any way limiting the foregoing, a Force Majeure Event may include, but is not restricted to, acts of God or of a public enemy, acts of the Government in either its sovereign or contractual capacity, war, riots, fires, floods, epidemics or pandemics, mass health issues or disease, quarantine restrictions, strikes or labor difficulties, civil tumult, freight embargoes, natural disasters, unusually severe weather, a failure or disruption of utilities or critical electronic systems, acts of terrorism, mass shootings or other emergencies that disrupt a Party’s operations.
9. This agreement shall be in effect for the period of August 15, 2023, through August 15, 2028, and may be extended and amended at any time in writing upon signature of authorized representatives of both institutions.
10. Amendments to programs, courses, and prerequisites will automatically revise

that portion of the Agreement with written notification and agreement by both parties.

11. This Agreement is subject to termination by either party upon written notice of a material breach to the breaching party. Alternatively, this Agreement can be terminated at any time without cause by mutual consent of the parties or by either institution upon one-year written notice to the other party.
12. Those students participating in the Agreement at the time of termination will have their course work honored for a period of three (3) years or as required by the Texas Higher Education Coordinating Board or state law.


Signatures on following page

IN WITNESS WHEREOF, the undersigned contracting parties do hereby certify that the services specified above are necessary and essential for the activities that are properly within the statutory functions and programs of both COASTAL BEND College and Texas Woman's University.

This agreement is in effect with these signatures.

Coastal Bend College

BY: 
Dr. Justin Hoggard
President

BY: 
Dr. Patricia Rehak
Provost/Chief Academic Officer

Texas Woman's University

BY: _____
Dr. O. Finley Graves
Interim Executive Vice President for Academic
Affairs and Provost

BY: _____
Dr. Jorge Figueroa
Vice Provost for Curriculum and
Strategic Initiatives

TWU APPROVED AS TO LEGAL FORM:

Appendix 1

Individuals Designated to Maintain This Agreement

1. CBC designates the following individual as the person responsible for maintaining this Agreement.

Laura Lynn Southerland Director of
Dental Hygiene Coastal Bend College
3800 Charco Road
Beeville, TX 78102
lsoutherland@coastalbend.edu

2. TWU designates the following individual as the person responsible for maintaining this Agreement.

Charlene Dickinson
Associate Clinical Professor/Dental Hygiene Program Director
Texas Woman's University
1314 N. Bell Avenue
Denton, Texas 76204
cdkkinson@twu.edu

Amy Teague
Clinical Professor/Dual Enrollment Coordinator
Texas Woman's University
1314 N. Bell Avenue
Denton, Texas 76204
ateague@twu.edu