Texas Tech University
And
Austin College
Student Access and Success Articulation Agreement

Parties
This Articulation Agreement ("Agreement") is between Texas Tech University ("TTU") and Austin College ("AC") (individually an "Institution" and together "Institutions") and outlines their commitment to the Student Access & Success program ("Program"). AC considered as a whole and this Agreement extends to all campuses within the Austin College System or District. TTU and AC enter into this Agreement in the spirit of cooperation and mutually recognize each other as quality institutions of higher learning.

Background
TTU created the Program to support 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. The mission of the Program is to support a more globally competent workforce by increasing the number of individuals seeking to further their education. The goal of the Program is to increase access to and the number of transfer pathways from which prospective students may choose to pursue a graduate degree while seeking to reduce overall costs of education.

AC is a private, residential, co-educational college dedicated to educating undergraduate students in the liberal arts and sciences while also offering select pre-professional programs and a graduate teacher education program. Founded by the Presbyterian Church in 1849, AC continues its relationship with the church and its commitment to a heritage that values personal growth, justice, community, and service. An AC education emphasizes academic excellence, intellectual and personal integrity, and participation in community life. Thus AC affirms the importance of:
• A community that through its size, diversity, and programs fosters lively intellectual and social interaction among persons of different origins, experiences, beliefs, accomplishments, and goals.
• A program that does not discriminate with regard to religion or creed, gender, gender identity, sexual orientation, national or ethnic origin, physical disability, age, or economic status.
• A faculty that acknowledges teaching, sustained by active commitment to professional growth and development, as its primary responsibility.
• A student body of committed learners, actively involved in the programs of the college and in service to the greater community.
• A climate of civility and respect that encourages free inquiry and the open expression of ideas.
• A non-sectarian education that fosters the exploration and development of values through an awareness of the world's religious, philosophical, and cultural traditions.

The mission of AC is to educate students in the liberal arts and sciences in order to prepare them for rewarding careers and for full, engaged, and meaningful lives.

Purpose
The purpose of this Agreement is to create a partnership between TTU and AC through which AC students can be fast-tracked into graduate programs at TTU. Courses taken as part of the graduate curriculum, or as leveling courses for that curriculum, can be counted toward both the student’s undergraduate degree at AC and the student’s graduate degree at TTU. Thus, when the student graduates from AC, he or she will have completed some of the coursework required for a graduate degree at TTU. The program accelerates both the undergraduate and graduate degrees for qualified students, in the process providing access to high-quality students for the TTU Graduate School and providing pathways to high-quality graduate programs for students at AC.

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

Program Guidelines

1) Admission & Enrollment Criteria
a) **Admissions.** Application and admission to the pathway program is a two-step process

i) The first step is to apply for undergraduate admission as a transient student. Applications should be submitted via Apply Texas. A nonrefundable application fee as approved by the Board of Regents is required.

1. The earliest a student may apply to the pathway program is the semester in which they will attain their 90\(^{th}\) hour.
2. Students admitted to the pathway program will be initially classified as non-degree undergraduate visiting transient students.

ii) Students electing to be considered for the graduate portion of the pathway program must apply to The Graduate School. Applications should be submitted through the TTU UniCAS portal. A nonrefundable application fee as approved by the Board of Regents is required.

1. Acceptance in the Graduate School will be conditional; the student's primary classification will remain undergraduate with a secondary classification of graduate.
2. To obtain full standing in the Graduate School, students must meet the required hours for their respective baccalaureate degree. Upon verification (final undergraduate transcript required), the student will have full standing in The Graduate School and their primary classification will be changed to graduate.

b) **Criteria.** TTU will enforce the same standards and criteria for admission to TTU Graduate School for all students who desire admission into a master's or doctoral degree program. Selection of a candidate by AC and/or TTU to participate in the undergraduate portion of the pathway program is not a guarantee that the student will be granted admission to any TTU graduate program.

c) **Enrollment.** Students are required to obtain Graduate School Dean approval prior to enrolling in any graduate-level course while classified as a non-degree undergraduate visiting transient student. Special forms are available on the Graduate School website.
i) A maximum of 9 hours of graduate-level courses can be used to meet the requirement of the baccalaureate degree.

ii) The awarding of a master's requires a minimum of 30 earned student credit hours at the graduate level, exclusive of hours that are counted toward the baccalaureate degree. No undergraduate level course may be counted towards the master's degree.

2) The award of graduate assistantships (teaching assistantship, research assistantship, fellowships, and/or scholarships) are made on a competitive basis to students with full standing in the Graduate School and are at the discretion of TTU based on the availability of funds.

Responsibilities

1) TTU's responsibilities

a) Advising Services. Provide academic advising (semester-by-semester), admissions counseling and enrollment information to AC students interested in attending TTU.

b) International students. TTU will coordinate with the TTU Office of International Affairs to ensure a smooth transition for AC's international transfer students to TTU.

c) Financial Aid. TTU will provide students with information regarding the availability of scholarships for eligible students as well as any other financial aid opportunities at TTU. A consortium agreement between TTU and AC will provide a mechanism for students to obtain financial aid.

d) Housing. TTU will provide students information regarding the availability of student housing for classes taken in Lubbock.

e) Marketing. TTU will:

i) Provide communication regarding TTU admissions policy and procedure updates, campus recruitment events, and scholarship opportunities to the person(s) AC's designates under Section 3 (a).
ii) Post information about the Program and transfer/reverse transfer opportunities on its the Graduate School's website.

2) AC’s responsibilities

a) Courses at AC. AC 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 the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”) Comprehensive Standards 3.4.11, 3.5.4 and 3.7.1.

b) Transfer Credits. AC agrees to accept transferable curriculum and other courses from TTU, to the extent it applies to the accompanying transfer pathway crosswalks for a given academic program.

i) Crosswalks. Students enrolled in the accelerated baccalaureate to master’s degree program are eligible to receive degree credit for the courses listed in the attached Transfer Pathway Crosswalks (Attachment A) under the terms of this Agreement. Although not covered by this Agreement, transfer of additional coursework may be possible.

ii) Location. AC will honor transferable courses taken at any TTU location and by any delivery method.

(1) International students may not be eligible to enroll in online distance education. Students should visit with their counselor to ensure visa/immigration enrollment status requirements are met.

c) Identify students. AC will provide TTU a list of students who have expressed an interest in the TTU bachelor’s to master’s pathway programs an annual basis. The list will include the information below with the goal of allowing TTU to make those students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between Institutions. AC agrees to provide notices and or obtain permissions for the disclosures as required by applicable laws, including but not limited to FERPA and GDPR.

i) Directory information, including email address;

ii) AC currently enrolled students;
iii) Major area of interest;

iv) Denote those students having completed 90 or more semester hours, who have an overall GPA of 3.00 or better; and

v) Interested in a TTU master's or doctoral degree program.

d) **Counselor.** AC will provide contact information for an AC counselor to TTU Undergraduate and Graduate Admissions and update this information as personnel changes occur. The Counselor will be responsible for invitations to AC recruiting-events.

e) **Cooperation.** AC will cooperate fully with TTU in awarding baccalaureate degrees via a reverse transfer by developing a process whereby transcript information for students, who attend TTU prior to earning a baccalaureate degree, is sent back to AC by TTU and is processed in a timely fashion and the results reported back to TTU. Reporting of students will begin as soon as this Agreement is fully executed.

f) **Marketing.** AC will:

i) Link to (1) TTU and Academic Partnerships on its relevant webpages.

ii) Inform students who are nearing graduation of pathway program opportunities and what needs to be accomplished to meet TTU requirements.

iii) Provide information, within legal guidelines, about prospective students with the goal of making students aware of scholarship and other financial aid opportunities and the potential to satisfy baccalaureate degree requirements by transferring course work between Institutions.

2) **Mutual and coordinated responsibilities.** The Institutions agree to:

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

i) TTU designee: Clay Taylor, (806) 834-7277, clay.taylor@ttu.edu

ii) Austin College designee: David Griffith, (903) 813-2587, dgriffith@austincollege.edu
b) **Communication and marketing.** To cooperate in communicating information about this Agreement.

i) Coordinate visitation trips to TTU and assist, advertise, promote, and facilitate recruiting events.

ii) 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 materials to ensure currency.

iii) Promote communication about Program initiatives with faculty, staff, and students. The Institutions will provide transfer related information in a manner agreed upon between TTU and the representative(s) designated in Section 3(a).

c) **Course and Academic Program Transfer Pathway Crosswalks**.

i) The Crosswalks in Attachment A outline the course-by-course transfer of courses and/or specific academic programs. A course-specific crosswalk is required for each transferrable 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.

ii) 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 new TTU catalog.

iii) Students following a previous crosswalk will be allowed to continue to do so provided they have been enrolled at AC continuously. A break in enrollment will necessitate a change in catalog year as per TTU policy.

iv) Changes to crosswalks must be in writing and signed by an authorized party at each Institution.

d) **Reverse transfer process.** To facilitate AC's ability to offer reverse transfer baccalaureate degrees in accordance with the State of Texas 60X30TX Strategic
Plan Initiative and as pursuant to House Bill 3025, the Offices of the Registrar at TTU and at AC agree to the following procedure:

i) *The Registrar at TTU will:*

(1) At the end of each semester, TTU will send participating students’ transcripts to the AC’s designated representative via mail:

(a) Mailing Address: Registrar, Austin College, 900 North Grand Avenue, Sherman, TX, 75090

ii) *The Registrar at AC will:*

(1) Evaluate TTU transcripts.

(2) Contact AC students regarding any other requirements for the awarding of the Baccalaureate degree.

(3) Award Baccalaureate degrees based on current requirements.

(4) Each term, provide the Office of the Registrar at TTU with an electronic file reflecting awarded baccalaureate degrees by:

(a) Designating on the original list from TTU the month and year for each participant who has earned a Baccalaureate degree.

(5) E-mail updated, original participant list back to TTU via Yogi Castaneda, Unit Manager, TTU Registrar at yogi.castaneda@ttu.edu.

**General Terms**

1) **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) **Term.** This Agreement begins on the date of last signature and expires five (5) years from that date.
3) **Extension.** The Institutions may extend this Agreement for up to five (5) additional one (1) year terms, if they agree in writing at least sixty (60) days prior to the expiration date or the expiration of the then current extended term.

4) **Termination.** Either Institution may terminate this Agreement early upon one hundred and twenty (120) days prior written notice to the other Institution.

5) **Consequences of Termination.** If the Agreement is terminated early, neither Institution has any obligation toward the other upon the effective date of termination, except that the Institutions agree to permit any students already enrolled at TTU under the terms of this Agreement to graduate.

6) **Use of Data.** Throughout the term of this Agreement, and upon termination, each Institution shall be solely responsible for data in its possession, and neither Institution shall have the authority to access, use, or disclose transferred data for purposes other than those outlined in this Agreement. The Institutions agree to abide by applicable laws with respect to access, use, disclosure, and/or disposal of data.

7) **Family Education Rights and Privacy Act ("FERPA").** Both Institutions acknowledge a legal obligation to maintain the confidentiality and privacy of its student records in accordance with applicable law and regulations, specifically FERPA. Both Institutions agree to comply with all FERPA requirements and safeguard student information.

8) **Trafficking of Persons.** Under §2155.0061, Texas Government Code, AC certifies that the individual or business entity named in the this Agreement is not ineligible to receive the specified Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

9) **Governing Law.** This Agreement and all of the rights and obligations of the Institutions hereto will be construed, interpreted, and governed by the laws of the State of Texas.

10) **No waiver of sovereign immunity.** The Institutions specifically agree that neither the execution of the Agreement by TTU nor any other conduct, action or inaction of any representative of TTU relating to the Agreement constitutes or is intended to constitute a waiver of TTU's or the state's sovereign immunity to suit.
11) No assignment. Neither this Agreement, nor any rights or obligations are assignable or transferable unless the Institutions agree in writing.

12) Entire Agreement; Modifications. The Agreement supersedes all prior agreements, written or oral, between AC and TTU and will constitute the entire agreement between the Institutions with respect to the subject matter hereof.

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

14) Notice. 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 (4) business days after the date of mailing by certified mail, return receipt requested; or upon acknowledgement of notice by the email recipient, either by return receipt or reply email. If no email receipt or reply has been received by the sender within one (1) business day from emailing the notice, the notice is deemed incomplete and sender must send notice by messenger or certified mail.

If to TTU:
Texas Tech University
Academic Partnerships
Box 45210
Lubbock, TX 79409
elearning.apartnerships@ttu.edu

With a copy to:
Texas Tech University
Procurement Services
Attn: Contracting
PO Box 41094
Lubbock, TX 79409
contracting@ttu.edu

If to Austin College:
Beth Gill, Ph.D.
Vice President for Academic Affairs and Dean of Faculty
Austin College
900 North Grand Avenue
Sherman, Texas 75090
This Agreement shall take effect upon execution by both signatories.

IN WITNESS WHEREOF, the Institutions hereto have caused this Agreement to be executed by their authorized officers the last day and year written below.

Signatures:

AUSTIN COLLEGE

Steven P. O'Day, J.D.
President

10/11/2019
Date of signature

Beth Gill
Vice President for Academic Affairs
and Dean of Faculty

TEXAS TECH UNIVERSITY

Lawrence Schovanec, Ph.D.
President

10-15-19
Date of signature

Michael Galyean, Ph.D.
Provost and Senior Vice President

Date of signature

Date of signature