

PLEASE KEEP THIS CERTIFICATION WITH THE DOCUMENT



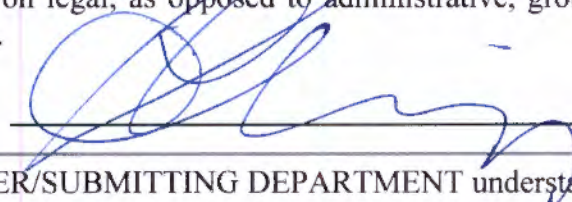
**HOUSTON COMMUNITY COLLEGE
OFFICE OF THE GENERAL COUNSEL
CONTRACT REVIEW CERTIFICATION**

ATTORNEY CONTRACT APPROVAL DATE	9/11/2018
CONTRACT NUMBER	4553
CONTRACT TYPE	Student Access and Success Articulation Agreement
END USER/ SUBMITTING DEPT.	Dr. Norma Perez
Vendor Name	Texas Tech University
ASSIGNED ATTORNEY	Lucie Tredennick

OFFICE OF GENERAL COUNSEL CERTIFICATION:

I have reviewed the aforementioned contract entirely and attest that it: (a) does not contain legally prohibited provisions; (b) includes all legally required provisions; and (c) is not otherwise objectionable on legal, as opposed to administrative, grounds; except as noted in any attached memorandum.

Signature:

 9/18/18

The END USER/SUBMITTING DEPARTMENT understand and acknowledge the following:

- 1) The goods/services covered by the contract have been procured in accordance with all applicable provisions of Texas law, regulations, and HCC's policies and procedures;
- 2) Confirms that all contract terms and provisions are clearly and accurately stated;
- 3) End user has reviewed and understands all provisions of the contract;
- 4) It is the end user's responsibility to ensure that all business terms contained in the contract are accurate, complete, and enforceable; and
- 5) End user ensures the contract is in compliance with all applicable laws and regulations.

Please notify Sharon Flowers, Contracts Legal Assistant/Admin, immediately if there are any concerns with the above.



TEXAS TECH UNIVERSITY
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Texas Tech University And Houston Community College Student Access and Success Articulation Agreement

Parties

This Articulation Agreement (“Agreement”) is between Texas Tech University (“TTU”) and Houston Community College System (“HCC”) (together “Institution(s)”) and outlines their commitment to the *Student Access & Success* program (“Program”). HCC, a public community college district organized under Chapter 130 of the Texas Education Code, is considered here as a whole and this Agreement extends to all campuses within the HCC system or district. TTU and HCC 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 the 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 baccalaureate degree while seeking to reduce overall costs of education.

HCC is an open-admission, public institution of higher education offering a high-quality, affordable education for academic advancement, workforce training, career development, and lifelong learning to prepare individuals in our diverse communities for life and work in a global and technological society.

Purpose

The purpose of this Agreement is to foster engagement of pre-transfer students in communications with TTU and provide them a transfer pathway from HCC to TTU for completion of a baccalaureate degree. The Institutions are dedicated to providing greater educational opportunities and services for students transferring between the two Institutions, including a commitment to:

- Increase awareness of educational and student support opportunities available.

- Encourage currently enrolled transfer students to complete their associate's degree.
- Provide pre-TTU academic advising to increase degree applicability of transfer credits.
- Provide a more seamless transfer experience to TTU.

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

Responsibilities

1) TTU's responsibilities

- a) Encourage completion of degree. TTU will encourage HCC transfer students to complete the appropriate Associates degree either before matriculation to TTU or by reverse transfer of course credit following admission to and enrollment at TTU.
- b) Transfer Credits. TTU agrees to accept transferable core curriculum and other lower division courses from HCC, to the extent it is within the Texas common course numbering system.
 - i) **Crosswalks.** Students transferring to TTU 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.** TTU will honor transferable courses taken at any HCC location and by any delivery method.
 - iii) **Standards.** TTU will enforce the same standards and criteria for admission to TTU for all students who desire to transfer to TTU and to the intended major degree sequence as designated in the TTU catalog.
- c) Advising Services. TTU will provide academic advising services to pre-transfer students through Undergraduate Admissions Transfer Advising.
- d) International students. TTU will coordinate with The TTU Office of International Affairs to ensure a smooth transition for HCC's international transfer students to TTU.
- e) Financial Aid. TTU will provide transfer students with information regarding the availability of transfer scholarships for eligible students as well as any other financial aid opportunities at TTU.

- f) Reverse Transfer. TTU will develop a reverse transfer credit process that includes the methodology to notify students after they have completed at least 30 hours at the HCC. This is subject to the process set forth in Section 3(d) of this Agreement.
- g) Marketing. TTU will:
 - i) Provide communication regarding TTU admissions policy and procedure updates, campus recruitment events, and scholarship opportunities to the person(s) HCC designates under Section 3 (a).
 - ii) Post information about the Program and transfer/reverse transfer opportunities on its web sites.

2) **Partner Institution's responsibilities**

- a) Courses HCC. HCC 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) Identify students. HCC will provide TTU a list of students who have expressed an interest in transferring to TTU to TTU's Office of Undergraduate Admissions on 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. HCC agrees to provide notices and or obtain permissions required under 34 CFR 99.31 (a)(2) and 99.34 (a)(2).
 - i) Directory information, including email address;
 - ii) Major area of interest;
 - iii) Denote those currently enrolled with a projected transfer date on or after Fall 2018;
 - iv) Denote those students having completed 30 or more semester hours, who have an overall GPA of 2.250 or better; and
 - v) Denote those students pursuing the following degree plans: Associate of Arts, Associate of Science; Associate of Applied Arts, Associate of Applied Science; or undeclared.
- c) Counselor. HCC will provide contact information for a HCC transfer counselor to TTU Admissions and update this information as personnel changes occur. The Counselor will be responsible for invitations to HCC transfer events.

- d) Cooperation HCC will cooperate fully with TTU in awarding associate's degrees via a reverse transfer by developing a plan whereby transcript information for students, who transferred to TTU prior to earning an associate's degree, is sent back to HCC by TTU is processed in a timely fashion and results reported back to TTU. Reporting of students will begin as soon as this Agreement is fully executed.
- e) Marketing. HCC will:
 - i) Link to (1) TTU, Academic Partnerships, and (2) Undergraduate Admissions on its relevant webpages.
 - ii) Encourage students to utilize the pre-transfer academic advising services and resources offered through Undergraduate Admissions at TTU each semester while attending HCC.
 - iii) Inform students who are nearing graduation of transfer opportunities and what needs to be accomplished to meet TTU transfer requirements.
 - iv) Provide information, within legal guidelines, about prospective transfer students with the goal of making students aware of scholarship and other financial aid opportunities and the potential to satisfy Associate and Bachelor's degree requirements by transferring course work between Institutions.

3) **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, Ed.D, (806) 834-7277, clay.taylor@ttu.edu
 - ii) HCC designee: Mark Tengler, (713) 718-8535, mark.tengler@hccs.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 transfer events.
 - ii) Coordinate TTU's attendance at HCC's campus events (such as transfer fairs).
 - iii) 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.

- iv) 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 Program Transfer Pathway Crosswalks.
- i) The Crosswalks in Attachment A outline the course-by-course transfer of courses and/or specific 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 HCC 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 HCC's ability to offer reverse transfer associate degrees in accordance with the State of Texas 60X30TX Strategic Plan Initiative and as pursuit to House Bill 3025, the Offices of the Registrar at TTU and at HCC agree to the following procedure:
- i) ***The Registrar at TTU will:***
 - (1) Identify students meeting the following criteria:
 - (a) Student has earned 30 or more college-level transfer credit hours at HCC.
 - (b) Student does not have an Associate's Degree.
 - (c) Student has 60 total earned hours (transfer and TTU hours combined).
 - (d) Note: Eligible students will approve or deny permission via *MyTech* for TTU to send transcripts and student contact information to HCC.
 - (2) At the end of each semester, TTU will send:
 - (a) A spreadsheet list of all eligible students who have 60 hours earned to HCC designee: Mark Tengler, (713) 718-8535, mark.tengler@hccs.edu

(3) TTU will participate in the exchange of student data, including transcripts, through the SPEEDE Server which provides for secure transmission of educational records.

i) ***The Registrar at HCC will:***

(1) Evaluate TTU transcripts.

(2) Contact HCC students regarding any other requirements for the awarding of the Associate's degree.

(3) Award Associates degrees based on current requirements.

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

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

(5) E-mail updated, original participant list and transcripts with the awarded degree 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 years from that date.
- 3) Extension. The Institutions may extend this Agreement for up to five one-year terms, if they agree in writing prior to the expiration date or the expiration of the then current extended term.
- 4) Termination. Either Institution may terminate this Agreement early upon 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 Institutions 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 FERPA.
- 8) 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.
- 9) No waiver of sovereign immunity. The Institutions specifically agree that neither the execution of the Agreement by TTU or HCC nor any other conduct, action or inaction of any representative of TTU or HCC relating to the Agreement constitutes or is intended to constitute a waiver of TTU's or HCC's or the state's sovereign immunity to suit
- 10) No assignment. Neither this Agreement, nor any rights or obligations are assignable or transferable unless the Institutions agree in writing.
- 11) Entire Contract; Modifications. The Agreement supersedes all prior agreements, written or oral, between HCC and TTU and will constitute the entire Agreement between the Institutions with respect to the subject matter hereof.
- 12) 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).
- 13) 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 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 contracting@ttu.edu

If to HCC:

Houston Community College
Curriculum
3100 Main Street MC 1132
Houston, TX 77002
mark.tengler@hccs.edu

14) HCC Certification. HCC certifies this Agreement is not prohibited under Tex. Gov't Code §2261.252(b) and agrees that if HCC's certification is or becomes untrue, this Agreement is void, and HCC will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this Agreement, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

This Agreement shall take effect upon execution by both signatories.

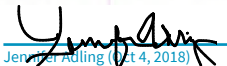
IN WITNESS WHEREOF, the Institutions hereto have caused this Agreement to be executed by their authorized officers the last day and year written below.

Signatures:

Texas Tech University

Referred to as "TTU" or "Institution" throughout

Signature:

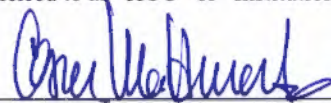

Jennifer Adling (Oct 4, 2018)

Email: jennifer.adling@ttu.edu

Title: Chief Procurement Officer

Houston Community College

Referred to as "HCC" or "Institution" throughout



Cesar Maldonado, Ph.D., P.E.
Chancellor
Houston Community College

Norma Perez, Ph.D.

Interim Vice Chancellor, Instr'l Svc

Oct 4, 2018

Date

Date








Houston Community College #C13130

Adobe Sign Document History

10/04/2018

Created:	10/04/2018
By:	Leticia Cobos (leticia.cobos@ttu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPahwBzLX4q8ha3ONqYZImG_HXIVq5SB

"Houston Community College #C13130" History

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10/04/2018 - 11:51:03 AM CDT- IP address: 129.118.87.172
-  Document emailed to Jennifer Adling (jennifer.adling@ttu.edu) for signature
10/04/2018 - 1:58:29 PM CDT
-  Document viewed by Jennifer Adling (jennifer.adling@ttu.edu)
10/04/2018 - 1:59:52 PM CDT- IP address: 129.118.87.241
-  Document e-signed by Jennifer Adling (jennifer.adling@ttu.edu)
Signature Date: 10/04/2018 - 2:06:39 PM CDT - Time Source: server- IP address: 129.118.87.241
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10/04/2018 - 2:06:39 PM CDT

