



TEXAS TECH UNIVERSITY

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Texas Tech University And New Mexico Military Institute Student Access and Success Articulation Agreement

Parties

This Articulation Agreement (“Agreement”) is between Texas Tech University (“TTU”) and New Mexico Military Institute (“NMMI”) (individually “Institution” or collectively “Institutions”) and outlines their commitment to the *Student Access & Success* program (“Program”). NMMI considered as a whole and this Agreement extends to all campuses within the NMMI system or district. TTU and NMMI 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 baccalaureate degree while seeking to reduce overall costs of education.

NMMI is the only state-supported co-educational college preparatory high school and junior college in the United States. NMMI accepts credits transferred from other accredited colleges and universities as long as a satisfactory grade is earned for the course or courses_ that are similar to the NMMI curriculum. NMMI credits generally are transferable to any university in the nation. The goal of the Program is to increase the number of transfer pathways between NMMI and prestigious four-year institutions. The kinesiology program at NMMI is a division within the Math and Science Department; the kinesiology concentration at NMMI is a concentration component of the Associate of Science degree.

NMMI is accredited by the Higher Learning Commission (HLC) of the North Central Association of Colleges and Schools, and earned the highest level of accreditation offered by the HLC. Senate Bill 161, consistent with the requirements of state law, was signed into law to further enhance and facilitate the articulation of general education courses among New Mexico's colleges and universities. Designated general education core course, successfully completed at

any regionally accredited public institution of higher education in New Mexico are guaranteed to transfer to any New Mexico public institution. In addition to current relationships with in-state institutions, the Program seeks to establish relationships with institutions outside of the state of New Mexico.

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 NMMI 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; and,
- 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 NMMI 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, fields of study, and other lower division courses from NMMI, 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 NMMI 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 NMMI'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 utilize the developed reverse transfer credit process that includes the methodology to notify students after they have completed at least 15 hours at the NMMI. This is subject to the process set forth in Section 3(d) of this Agreement.
- g) **Publication.** TTU will:
 - i) Provide communication regarding TTU admissions policy and procedure updates, campus recruitment events, and scholarship opportunities to the person(s) NMMI designates under Section 3 (a).
 - ii) Post information about the Program and transfer/reverse transfer opportunities on the Academic Partnerships' website.

2) Partner Institution's responsibilities

- a) **Courses at NMMI.** NMMI 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 or appropriate regional accreditation standards.
- b) **Identify students.** NMMI will provide TTU a list of students who meet the stated criteria below 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. NMMI agrees to provide notices and or obtain permissions for the disclosures as required by applicable laws, including but not limited to FERPA and GDR.
 - i) Directory information, including email address and date of birth;

- ii) Major area of interest;
 - iii) Denote those currently enrolled with a projected transfer date on or after Fall 2021;
 - iv) Denote those students having completed 15 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, Associate of Arts in Teaching or undeclared.
- c) Counselor. NMMI will provide contact information for a NMMI transfer counselor to TTU Admissions and update this information as personnel changes occur. The Counselor will be responsible for invitations to NMMI transfer events.
- d) Cooperation. NMMI will cooperate fully with TTU in awarding associate's degrees via a reverse transfer by utilizing the developed plan whereby transcript information for students, who transferred to TTU prior to earning an associate's degree, is sent back to NMMI 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 & Outreach. NMMI 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 NMMI.
 - 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) NMMI designee: Joe Forchtner, (575) 317-5853, jamesf@nmmi.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 NMMI'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 NMMI 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 NMMI's ability to offer reverse transfer associate degrees in accordance with the State of Texas 60X30TX Strategic Plan Initiative, the Offices of the Registrar at TTU and at NMMI agree to the following procedure:
- i) *The Registrar at TTU will:*
 - (1) Identify students meeting the following criteria:
 - (a) Student has earned 15 or more college-level transfer credit hours at NMMI.

- (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 NMMI.
- (2) At the end of each semester, TTU will:
- (a) Provide participating student's transcripts to NMMI for review for an Associate's degree. Transcripts will be sent to NMMI designee: Chris Wright, (575) 624-8071, wright@nmmi.edu.
- ii) **The Registrar at NMMI will:**
- (1) Evaluate TTU transcripts.
 - (2) Contact NMMI 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 (5) years from that date.

- 3) Extension. The Institutions may extend this Agreement for up to five (5) optional 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) 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. Lubbock County, Texas, will be the proper place of venue for any legal action or proceeding arising out of this Agreement or enforcement of any provision in this Agreement.
- 9) 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.
- 10) No Assignment. Neither this Agreement, nor any rights or obligations are assignable or transferable unless the Institutions agree in writing.
- 11) Entire Agreement; Modifications. The Agreement supersedes all prior agreements, written or oral, between NMMI 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) Trafficking of Persons. Under §2155.0061, Texas Government Code, Partner Institution certifies that the individual or business entity named in the 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.
- 14) Force Majeure. “Event of Force Majeure” means an event beyond the control of Partner Institution or TTU which prevents or makes a party’s compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.
- 15) Emergency Health and Safety Procedures. In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency (“Emergency”), TTU may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the TTU community. In the event of Emergency, Partner Institution agrees to adhere to all such procedures and related directives from TTU when entering onto and performing services on TTU’s campus.
- 16) Texas Health and Safety Code. The Partner Institution affirmatively states that it will comply with the requirements of Texas Health and Safety Code, § 161.0085(c).
- 17) Compliance with Texas Government Code §2274.002. If this Agreement has a value of \$100,000 or more to be paid wholly or partly from public funds of TTU, and if Partner Institution is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code §2274.002, Partner Institution affirmatively states it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. In this paragraph, the terms “company” and “boycott energy companies” shall have the meanings described in Texas Government Code §809.001.

Partner Institution verifies it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the Agreement against a firearm entity or trade association.

- 18) **No Boycott.** If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of TTU, and if Partner Institution is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code Chapter 2271, Partner Institution affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Texas Government Code §808.001.
- 19) **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
elarning.apartnerships@ttu.edu

With a copy to:

Texas Tech University
Procurement Services
Attn: Contract Management
PO Box 41094
Lubbock, TX 79409
contracting@ttu.edu

If to NMMI:

New Mexico Military Institute
Office of the Academic Dean
ATTN: 2+2 Program
101 W College Blvd.
Roswell, NM 88201
dean@nmmi.edu

With a copy to:
New Mexico Military Institute
Math & Science Division
101 W College Blvd.
Roswell, NM 88201
jamesf@nmmi.edu

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 herein as "TTU" or "Institution"

Signature: 
Lawrence Schovanec (Oct 19, 2021 11:54 CDT)
Email: lawrence.schovanec@ttu.edu

Lawrence Schovanec, Ph.D.
President

Oct 19, 2021

Signature: 
Ronald Hendrick (Oct 20, 2021 08:28 CDT)
Email: ron.hendrick@ttu.edu

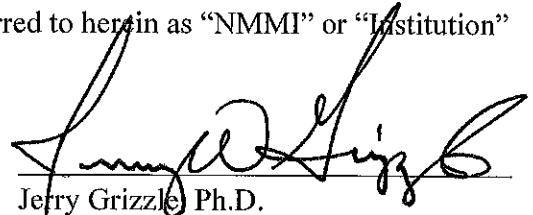
Ronald Hendrick, Ph.D.
Provost

Oct 20, 2021

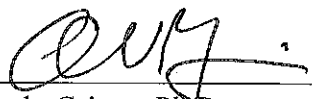
Date

New Mexico Military Institute

Referred to herein as "NMMI" or "Institution"


Jerry Grizzle, Ph.D.
President

Date


Orlando Griego, Ph.D.
Chief Academic Officer/Academic Dean

10-7-21

Date