



TEXAS TECH UNIVERSITY
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LUBBOCK
CHRISTIAN
UNIVERSITY

Texas Tech University And Lubbock Christian University Concurrent Enrollment Program

Parties

This Articulation Agreement (“Agreement”) is between Texas Tech University (“TTU”) and Lubbock Christian University (“LCU”) (individually “Institution” or collectively “Institutions”) and outlines their commitment to the *Concurrent Enrollment Program* (“Program”). LCU considered as a whole and this Agreement extends to all campuses within the LCU system. TTU and LCU enter into this Agreement in the spirit of cooperation and mutually recognize each other as quality Institutions of higher learning.

Background

TTU and LCU 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 from which prospective students may choose to pursue a baccalaureate degree while seeking to reduce overall costs of education.

Texas Tech University was created by legislative action in 1923 and has the distinction of being the largest comprehensive higher education institution in the western two-thirds of the state of Texas. The university is the major institution of higher education in a region larger than 46 of the nation's 50 states and is the only campus in Texas that is home to a major university, law school and medical school. Originally named Texas Technological College, the college opened in 1925 with six buildings and an enrollment of 914. Graduate instruction did not begin until 1927 within the school of Liberal Arts. A “Division of Graduate Studies” was established in 1935 and eventually became known as the Graduate School in 1954. By action of the Texas State Legislature, Texas Technological College formally became Texas Tech University on September 1, 1969.

Thirteen colleges and schools makeup the academic areas at Texas Tech University and offer more than 150 undergraduate degrees, 100 graduate degrees, and 50 doctoral degrees.

Committed to teaching and the advancement of knowledge, Texas Tech University, a comprehensive public research university, provides the highest standards of excellence in higher education, fosters intellectual and personal development, and stimulates meaningful research and service to humankind.

Lubbock Christian University was established in 1957 as a private, two-year Christian college with an enrollment of 110 students and thirteen full-time faculty members. By 1972, the college had grown to over 1,000 students, 61 full-time faculty, and was accredited as a four-year degree-granting institution—and in 1987, Lubbock Christian College became Lubbock Christian University. Today, the University is home to three individual colleges and two dedicated schools for both undergraduate and graduate studies.

While today LCU offers more than 60 undergraduate and nineteen graduate programs, it's more than simply a place to earn a degree—students learn to pursue excellence, integrity, and character. Small class sizes provide a wide range of enriching and personal encounters for discovery along-side professor mentors, and the Honors College offers small seminars, research assistantships, cultural-enrichment opportunities, an immersive study-abroad program, and internship opportunities in Washington.

Purpose

The purpose of this Agreement is to create a partnership between TTU and LCU through which LCU students can achieve an undergraduate degree from LCU and TTU simultaneously. Courses taken as part of the undergraduate curriculum, or as leveling for that curriculum, can be counted toward both the students' bachelor degree at LCU and a bachelor degree at TTU. Students will complete outlined coursework at LCU, participate in concurrent enrollment and/or transfer to TTU to complete the remaining TTU degree requirements. Thus, once TTU degree requirements are completed, students will participate in reverse transfer to be awarded a baccalaureate degree at LCU. The program accelerates undergraduate degrees for qualified students in the process providing access to high-quality students at LCU to achieve two baccalaureate degrees, one at each institution.

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;
- Provide a more seamless concurrent enrollment and transfer experience to TTU.

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

Program Guidelines

1) Admission & Enrollment

- 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) Students admitted into the pathway program will be initially classified as non-degree undergraduate visiting transient students.
- ii) LCU will provide a list of participating students to TTU Undergraduate Admissions once students have completed the mutually agreed upon courses per the program at LCU and are ready to be enrolled at TTU full time. If the participating students meet TTU admission criteria, the student's type will be updated from visiting transient to degree seeking.
- b) Criteria. TTU will enforce the same standards and criteria for admission to TTU for all students who desire admission into an undergraduate program. Selection of a candidate by LCU and/or TTU to participate in the pathway program is not guarantee that the student will be granted admission to any TTU program.

Responsibilities

1) TTU's responsibilities

- a) Advising Services. TTU will provide academic advising services (semester-by semester), admissions counseling, and enrollment information to LCU students interested in attending TTU.
- b) International students. TTU will coordinate with The TTU Office of International Affairs to ensure a smooth transition for LCU's international transfer students to TTU.
- c) 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. A consortium agreement between TTU and LCU will provide a mechanism for students to obtain financial aid.
- d) Reverse Transfer. TTU will initiate reverse transfer credit process at the request of the student on an as needed basis.
- e) Publication. TTU will:
 - i) Provide communication regarding TTU admissions policy and procedure updates, campus recruitment events, and scholarship opportunities to the person(s) LCU designates under Section 3 (a).

- ii) Post information about the Program and transfer/reverse transfer opportunities on the Office of Academic Agreement's website.

2) LCU's responsibilities

- a) Courses at LCU. LCU 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) Transfer Credits. LCU agrees to accept transferable curriculum and other courses from TTU, to the extent it applies to the accompanying academic crosswalks for a given academic program.
 - i) **Crosswalks**. Students transferring degree credit to TTU are eligible to receive degree credit for the courses listed in the attached Academic 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 LCU 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) Identify students. LCU will provide TTU a list of students who are participating in the *Concurrent Enrollment Program* 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. LCU 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;

- d) Counselor. LCU will provide contact information for an LCU counselor to TTU Admissions and update this information as personnel changes occur. The Counselor will be responsible for invitations to LCU recruiting events.
- e) Cooperation. LCU will cooperate fully with TTU in awarding bachelor's degrees via reverse transfer by utilizing the process whereby transcript information for students, who transferred to TTU prior to earning a bachelor's degree, is sent back to LCU 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.
- f) Marketing & Outreach. LCU will:
 - i) Link to (1) TTU, Office of Academic Agreements, and (2) Undergraduate Admissions on its relevant webpages.
 - ii) Inform students of *Concurrent Enrollment Program* opportunities and what needs to be accomplished to meet TTU *Concurrent Enrollment Program* requirements.

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) LCU designee: Yvonne Harwood, Ph.D., (806) 720-7497, Yvonne.Harwood@lcu.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 *Concurrent Enrollment Program* events.
 - ii) Coordinate information to advertise and inform potential *Concurrent Enrollment Program* 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 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 Academic 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 LCU 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 LCU's ability to offer reverse transfer baccalaureate degrees in accordance with the State of Texas *60X30TX* Strategic Plan Initiative, the Offices of the Registrar at TTU and at LCU agree to the following procedure:
- i) ***The Registrar at TTU will:***
 - (1) At the end of each semester, upon a student's request TTU will:
 - (a) Provide participating student's transcripts to LCU for review for an Bachelor's degree. Transcripts will be sent to LCU designee: Sonja Dixon, LCU Registrar, (806) 720-7254, Sonja.Dixon@lcu.edu
 - ii) ***The Registrar at LCU will:***
 - (1) Evaluate TTU transcripts.
 - (2) Contact LCU 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 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 Bachelor'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 LCU 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
Office of Academic Agreements
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 LCU:

Lubbock Christian University
VP for Institutional Effectiveness
5601 19th Street

Lubbock, TX 79407

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
Lawrence Schovanec (Oct 15, 2021 10:35 CDT)

Email: lawrence.schovanec@ttu.edu

Lawrence Schovanec, Ph.D.
President

Oct 15, 2021

Date

Ronald Hendrick, Ph.D.
Provost

Signature: Ronald Hendrick
Ronald Hendrick (Oct 20, 2021 09:37 CDT)

Email: ron.hendrick@ttu.edu

Date Oct 20, 2021

Lubbock Christian University

Referred to herein as "LCU" or "Institution"

Scott McDowell

Scott McDowell, Ed.D.
President

9/20/21

Date

Foy D. Mills, Jr., Ph.D.
Provost and Chief Academic Officer

Foy D. Mills, Jr.

Date

9/20/21