Collin Higher Education Center Agreement

This Agreement ("Agreement") is by and between Collin County Community College District, ("Collin College"), and Texas Tech University ("TTU").

WHEREAS, the population of Collin County exceeded seven hundred eighty thousand (780,000) in 2010; and

WHEREAS, the demand for upper-division undergraduate courses and graduate degree programs continues to grow in Collin County; and

WHEREAS, Collin College has exceeded twenty-eight thousand (28,000) credit students in the Fall of 2014 with more than fifty-two thousand (52,000) credit and continuing education students being served in the academic year 2013-2014; and

WHEREAS, Collin College engaged a consulting firm to assess the higher education needs of the residents of Collin County which found a tremendous unmet need for locally accessible programs taught face-to-face; and

WHEREAS, Collin College has determined to meet the burgeoning demand of its constituents for upper-division undergraduate courses and graduate degree programs, Collin College will operate a one hundred twenty five thousand (125,000) square foot facility in McKinney; of which approximately seventy-five thousand (75,000) square feet will be dedicated to a higher education center on the terms described below (the "Facility").

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Collin College and TTU agree as follows:

1. **Findings Incorporated.** The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. **Term of the Agreement.** This Agreement shall be effective for 36 months upon the date of execution of both parties and shall be renewable under terms acceptable to both parties unless terminated earlier as provided below.

3. **Responsibilities of Collin College.**
   
   a. Collin College shall dedicate to upper-division courses of baccalaureate degree programs and all courses leading to graduate programs a maximum of seventy-five (75,000) square feet of the Facility.

   b. Collin College will dedicate space in the Facility to TTU, maximizing efficiency and utilization.
c. Collin College will be responsible for managing and overseeing the operations of the Facility, including the responsibility to provide custodial services, utilities, security, maintenance, internet, telephone, copier and printers. All operations costs are included in TTU's facility use fee, except for copier and printer costs, which will be billed to TTU based on usage.

d. Collin College will be responsible for the maintenance of the Facility, including the telecommunication system, the computers, and software owned by Collin College.

e. Collin College will provide classroom and lab facilities, based upon a flex time system adopted by Collin College, for students of TTU.

f. Collin College will provide one dedicated office for TTU with additional office space available based on a flex time system adopted by Collin College.

g. Collin College will establish an open computer lab and learning space with wireless network connection for student access to TTU online student and library services with access to fee-based printing.

h. Collin College will provide a student service center with staff to assist with online registration, program information, tuition payment, and student/faculty issues.

i. Collin College will provide coordination of the facilities with TTU and other universities who are offering programs at the Facility.

j. Collin College will establish an advisory committee with representation from Collin College and each university offering programs at the Facility to facilitate communication and decision-making on matters relating to the operation of the CHEC, including procedures, evaluation, accountability, conflict resolution, program and course offerings, and additional partners.

k. Collin College is responsible for addressing conduct that may be disruptive or criminal in nature at the Facility.

4. Responsibilities of TTU.

a. TTU will establish the following undergraduate degree programs and schedule courses to allow students attending the Facility degree completion within a reasonable period: Bachelors in General Studies, Bachelors in University Studies, Bachelors in Human Sciences.

b. TTU may establish the following additional undergraduate and graduate degree programs, for which it will have a first right of refusal during the terms of this Agreement: Bachelors in Hospitality Services, Masters of Science in Sports Management, Executive Masters in Interior Design, Masters in Personal Financial Planning.
c. TTU home campus will honor all courses and programs offered at the Facility, should a program be discontinued at the Facility.

d. TTU is responsible for evaluating and admitting students to TTU, awarding grades for TTU classes, handling all TTU student appeals regarding grades, and awarding TTU degrees.

e. TTU is responsible for resolving standards of conduct violations by students admitted to TTU or personnel employed by TTU at the Facility.

f. TTU will provide official head count and semester credit hours to Collin College three weeks after census day of each term.

g. TTU will identify the number of classrooms, labs, and office space at least ninety (90) days before each semester in which TTU will utilize the Facility for class offerings.

h. TTU is responsible for instructional materials (including software) and equipment, including video conference related equipment at its home campus and any line costs for interconnection with Collin College.

i. TTU will make necessary arrangements to provide academic and support services required by Section 504 of the Rehabilitation Act of 1973 and the applicable portions of the Americans with Disabilities Act. Collin College will comply with all federal and state law, including those governing the accessibility requirements for the Facility.

j. TTU is responsible for the assignment and collection of tuition and fees assessed to students of TTU.

k. TTU is responsible to maintain all records of TTU, its students and faculty.

l. TTU will appoint a representative to serve on an advisory committee to facilitate communication and decision-making by majority vote on matters relating to the operation of the CHEC, including procedures, evaluation, accountability, conflict resolution, program and course offerings, and additional partners.

m. TTU will acquire all necessary approvals from the Texas Higher Education Coordinating Board and the Southern Association of Colleges and Schools for programs offered at the Facility.

n. Collin College and TTU acknowledge that, because TTU is an agency of the State of Texas, liability for the tortuous conduct of the agents and employees of TTU or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104); similarly, Workers’ Compensation Insurance coverage for employees of TTU is provided by TTU as mandated by the
provisions of Texas Labor Code, Chapter 502. State agencies are prohibited, by the General Appropriations Act, from expending any funds appropriated by that Act for purchasing policies of insurance covering claims arising under the Texas Tort Claims Acts. So long as such prohibition remains in force, TTU shall have the right, at its option, to self-insure in lieu of purchasing policies of insurance, as to the risks described above in this section.

5. Fees.

a. TTU shall pay Collin College for facility use payable within thirty (30) days of receipt of the invoice ("Fees"), which will be sent after official enrollment for TTU has been determined.

b. Fees for courses where more than 50 percent of the class time takes place in a CHEC classroom are $25 per credit hour per enrollment.

c. Fees for courses where ten to fifty percent of the class time takes place in a CHEC classroom are $15 per credit hour per enrollment.

d. Fees for courses designated as CHEC offering and where less than ten percent of the class time takes place in a CHEC classroom (i.e. orientation only) or the course is included in the CHEC schedule are $5 per credit hour per enrollment.

e. Fees for additional dedicated office space, if available, are $675 per year.

6. Nonexclusivity. TTU acknowledges and agrees that Collin College will be contracting with other Facility partner universities to provide non-duplicative college degree and professional programs at the Facility. Collin College has authority to maximize the utilization of the Facility, giving partners first right of refusal.

7. Employees of One Are Not The Employees of The Other. The parties agree that nothing in the Agreement makes any employee of Collin College employees of TTU nor makes any employee of TTU employees of Collin College. All employees of Collin College providing services to TTU shall be solely subject to Collin College’s policies and procedures.

8. Nonappropriation. In the event that during any fiscal year, sufficient funds are not appropriated for the payment of all Fees required to be paid during TTU next succeeding fiscal year and TTU provides written notice of Nonappropriation under Paragraph 8 hereof, TTU may terminate this Agreement as of the end of its then current fiscal year and shall not be obligated to pay the Payments beyond such fiscal year. TTU agrees to give Collin College written notice of such termination at least sixty (60) days prior to the end of the then current fiscal year.

9. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified
with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Collin College, addressed to it at:

President
Collin County Community College District
Collin Higher Education Center
3452 Spur 399
McKinney, Texas 75069
Telephone: 972.758.3801
Facsimile: 972.758.5468

If to TTU, addressed to it at:

Texas Tech University
Office of the President
150 Administration Building
Box 42005
Lubbock, TX 79409-2005
Telephone: 806.742.2121
Facsimile: 806.742.2138

With a copy to:

Texas Tech University System
Office of the General Counsel
115 Administration Building
Box 42021
Lubbock, TX 79409-2021
Telephone: 806.742.2155
Facsimile: 806.742.2330

With a copy to:

Texas Tech University
Contracting
PO Box 41094
Lubbock, TX 79409
Tel: 806.724.3820
Fax: 806.742.3820
10. **Incorporation of Recitals.** The representations, covenants, and recitations set forth in the foregoing recitals of this Agreement are hereby incorporated into the body of this Agreement and Collin College represents that the findings are true and correct.

11. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

12. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Without regard to conflict of law principals, venue for any proceeding arising out of this Agreement will be Lubbock, Texas.

13. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

14. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

15. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

16. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

18. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
19. **Termination.** TTU or Collin College may terminate this Agreement at any time with or without cause by giving the other institution 120 days prior written notice. TTU's sole financial obligation upon termination is to pay Collin College for services received prior to the effective date of termination. TTU will "teach out" any TTU students enrolled in TTU courses at the Facility at the time of termination, either via online courses or live courses on TTU's main campus.

20. **Dispute Resolution.** Any dispute that the parties are unable to resolve that arises out of this Agreement will be governed by Alternative Dispute Resolution for Use by Governmental Bodies, Chapter 2009, Texas Government Code, and any applicable Model Rules promulgated by the Office of the Attorney General and/or the State Office of Administrative Hearing of the State of Texas.

21. **Assignment/Binding Effect.** This Agreement is not assignable without the written consent of the parties.

22. **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

23. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

**IN WITNESS WHEREOF,** the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

**Collin County Community College District:**

By: [Signature]

Colleen A. Smith, Ph.D.
Interim District President

Date: ________________________________

**Texas Tech University:**

By: [Signature]

M. Duane Nellis, Ph.D.
President

Date: Jan. 6, 2015
BEFORE ME, the undersigned authority, on this day personally appeared Colleen A. Smith known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the Collin County Community College District, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of __________ in the year ______.

______________________________
Notary Public in and for the State of Texas
My Commission Expires: ______________

BEFORE ME, the undersigned authority, on this day personally appeared M. Duane Nellis, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the Texas Tech University, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of __________ in the year ______.

______________________________
Notary Public in and for the State of Texas
My Commission Expires: ______________