



TEXAS TECH UNIVERSITY
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Texas Tech University And College of the Mainland Student Access and Success Articulation Agreement

Parties

This Articulation Agreement (“Agreement”) is between Texas Tech University (“TTU”) and College of the Mainland (“COM”) (together “institutions”) and outlines their commitment to the *Student Access & Success* program (“Program”). COM considered as a whole and this Agreement extends to all campuses within the COM system or district. TTU and COM 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.

College of the Mainland was established in 1966 in Texas City, Texas. College of the Mainland offers a wide variety of Associate degree programs. College of the Mainland is accredited by the Southern Association of Schools and Colleges Commission on Colleges (SACSCOC).

College of the Mainland is a learning-centered, comprehensive community college dedicated to student success and the intellectual and economic enrichment of the diverse communities we serve. The vision of the college is that College of the Mainland will be a valued and vital community partner by enriching our community and preparing our students to thrive in a diverse, dynamic and global environment.

College of the Mainland is fully committed to implementing instruction based on the Guided Pathways philosophy. Our goal is to shorten the time a student must spend at the college to earn a degree and to reduce the number of credit hours a student earns on the way toward attaining that degree. College of the Mainland is committed to working with four-year institutions to build

seamless transfer pathways so that a student's transfer to a four-year institution is as smooth as possible

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 COM 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 COM 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 COM, 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 COM location.
 - 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 COM'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 COM. 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) COM designates under Section 3 (a).
 - ii) Post information about the Program and transfer/reverse transfer opportunities on its web sites.

2) COM's responsibilities

- a) Courses at COM. COM 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. COM 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. COM 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 2017;
 - 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. COM will provide contact information for a COM transfer counselor to TTU Admissions and update this information as personnel changes occur. The Counselor will be responsible for invitations to COM transfer events.
 - d) Cooperation. COM 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 COM 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. COM 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 COM.
 - 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 parties 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) COM designee: Steven L. Sewell, Ph.D., (409) 933-8117, ssewell@com.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 COM'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 the COM 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 COM'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 COM 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 COM.
 - (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 COM.
- (2) At the end of each semester, TTU will:
- (a) Provide access to secure site and access code for COM to download participating students transcripts.
 - (b) COM designee: Steven L. Sewell, Ph.D., (409) 933-8117, ssewell@com.edu
- i) ***The Registrar at COM will:***
- (1) Evaluate TTU transcripts.
 - (2) Contact COM 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 parties 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 party 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 party shall be solely responsible for data in its possession, and neither party shall have the authority to access, use, or disclose transferred data for purposes other than those outlined in this Agreement. The parties 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 parties acknowledge a legal obligation to maintain the confidentiality and privacy of its student records in accordance with applicable law and regulations, specifically FERPA. Both parties agree to comply with FERPA and safeguard student information.
- 8) Governing Law. This Agreement and all of the rights and obligations of the parties hereto will be construed, interpreted, and governed by the laws of the State of Texas and Lubbock County, Texas will be the proper place of venue.
- 9) No waiver of sovereign immunity. The parties 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 parties agree in writing.
- 11) Entire Contract; Modifications. The Agreement supersedes all prior agreements, written or oral, between COM and TTU and will constitute the entire agreement between the parties 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 parties. 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

If to COM:

College of the Mainland
Dean of Academic Programs
1200 Amburn Road
Texas City, TX 77591

- 14) Contractor Certification. COM certifies this Agreement is not prohibited under Texas Government Code §2261.252(b) and agrees that if COM's certification is or becomes untrue, this Agreement is void, and COM 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.
- 15) No Boycott. Pursuant to Texas Government Code Section 2270.002, COM affirmatively states that it does not boycott Israel. Additionally, COM shall not engage in a boycott of Israel during the term of the Agreement.
- 16) Texas Public Information Act. All information, documentation, and other material submitted by COM for and under this Agreement are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552). COM is hereby notified that TTU strictly adheres to this statute and the interpretations thereof rendered by the Courts and the Texas Attorney General. TTU will use its best efforts to maintain the confidentiality of all COM submitted information except where TTU is required to disclose it under the Act.
- 17) Breach of Contract Claims. The dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by TTU and COM to attempt to resolve any claim for breach of contract made by COM that cannot be resolved in the ordinary course of business.
- 18) Independent Contractor. The parties agree that they are independent contractors and that this Agreement does not form a joint venture or partnership.


Applicable Laws & Regulations. COM agrees that it will comply with all federal, state, or local laws or regulations applicable to COM's performance under this Agreement.

This Agreement shall take effect upon execution by both signatories.

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

Signatures:

TTU


Signature: 
Email: jennifer.adling@ttu.edu
Title: Chief Procurement Officer

Jul 24, 2018

Date

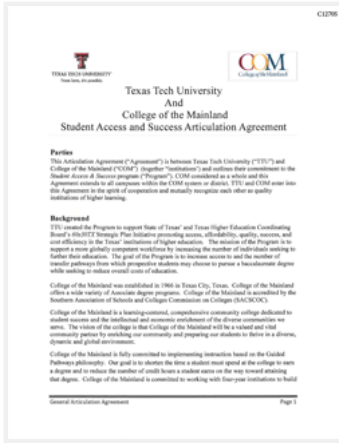
COM


Warren Nichols, Ed.D.
President


James Templer, Ph.D.
Vice President for Instruction

July 16, 2018

Date



College of the Mainland #C12705 Signed

Adobe Sign Document Tech History

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