

**ARTICULATION AGREEMENT**  
**For an Early College High School**  
**Between**  
**Texas Tech University and Estacado High School**  
**in the Lubbock Independent School District**

THIS ARTICULATION AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and between the Texas Tech University (hereinafter referred to as “TTU”), and Lubbock Independent School District, (hereinafter “LISD”), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS, the parties to this Agreement established an Early College High School in Fall 2016, serving grades 9–12, and provide Concurrent Enrollment for Dual Credit college courses for Estacado High School Students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code.

**PREAMBLE**

WHEREAS, the purpose of this Agreement is to target Estacado High School students for whom a smooth transition into postsecondary education is now problematic or prohibitive; and

WHEREAS, under this Agreement, ECHS students may be able to earn both a high school diploma and up to 60 credit hours toward a Bachelor’s degree;

WHEREAS ECHS will prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates;

WHEREAS: TTU and LISD are authorized by state law to establish and enter into agreements for dual credit programs;

**STATEMENT OF GENERAL DUTIES AND OBLIGATION**

**1. GOVERNANCE**

- a. Three levels of advisory/implementation/data committees (campus, district and executive) composed of representatives from TTU and LISD will meet bi-weekly, monthly, and tri-annually to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration. The composition of the advisory/implementation committees will be as follows:
  - i. **Campus Committee:** Executive Principal for the Early College High School, District AVID Coordinator, ECHS Director, EHS Associate/Assistant Principal, Institution of Higher Education (IHE) Liaison and TTU support staff
  - ii. **District Committee:** Associate Superintendent, Executive Principal for the Early College High School, Assistant Superintendents, District AVID Coordinator, Chief Technology Officer, Director of Campus Technology Support, Director of Literacy, EHS Campus Principal, ECHS Director, Dean of the College of Education, the Vice Dean of the College of

Education who serves as the IHE Liaison and TTU support staff

- iii. **Executive Committee:** Superintendent, Associate Superintendent, Executive Principal for the Early College High School, Assistant Superintendent, Provost, Vice Provost for Academic Affairs, Dean of Education, Dean of Arts & Sciences, and the IHE Liaison and TTU support staff
- b. In collaboration with LISD leadership, the Vice Dean of the College of Education who serves as the IHE Liaison will work with LISD and the appropriate deans and associate deans to recruit, hire, train and evaluate TTU dual credit instructors.
- c. The TTU Estacado ECHS Director will be an employee of LISD. As prescribed in the Texas Education Agency Early College High School Blueprint, the Director will have scheduling, budget, and hiring autonomy.

LISD will be responsible for payment of benefits, if any, to the Director, and the Director shall not be entitled to receive employee benefits from TTU, including but not limited to unemployment compensation, workers' compensation, health insurance and retirement benefits. LISD assumes full responsibility for all benefits including, but not limited to, workers' compensation, unemployment insurance, social security, Medicare and income taxes with respect to the Director.

Should the Estacado Early College High School Director position become vacant and the need to appoint a new Director arise, following all LISD Human Resources Policies and Procedures, TTU will be represented on the Director search committee, take part in the deliberations, and (along with the committee) make a recommendation to the superintendent.

- d. All TTU dual credit instructors must meet TTU's academic requirements, including the Southern Association of Colleges and Schools (SACSCOC) faculty credentialing for college credit courses. As noted in 1b. above, TTU dual credit faculty will be appointed and evaluated solely by TTU. As required of all K-12 institutions in the state, all TTU dual credit faculty must undergo a criminal background check. Until a qualified pool of potential dual credit instructors from LISD exists at Estacado High School, both parties agree that each dual credit course will be co-taught by a TTU and LISD instructor team. In some such cases, the credentialed TTU faculty member will be the instructor of record for purposes of college credit.
- e. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

## **2. PROVISION OF COURSES AND TRANSCRIPTING OF CREDITS**

TTU will award credit for courses taken as dual credit courses with primary emphasis on the core curriculum requirements for all degrees which includes a total of 42 semester credit hours (SCHs). TTU will make additional courses available in coordination with Estacado ECHS leadership to ensure that students have the opportunity to complete at least 60 SCHs. These courses shall be selected based on their

likelihood to fulfill additional components of baccalaureate degree plans. The IHE Liaison will coordinate with LISD, the Vice Provost for Academic Affairs, and the appropriate associate deans and chairs in individual colleges to plan the specific dual credit courses. A sample course sequence document is included as Appendix A.

In collaboration with LISD, TTU may opt to involve additional Institute(s) of Higher Education (IHE) (e.g. Tech OnRamps) for provision of courses. TTU will transcript all credits earned through the Estacado ECHS in the same semester that they are earned.

### **3. COURSE COMPLIANCE**

Under coordination by the IHE Liaison, TTU may involve full-time and adjunct faculty teaching in the discipline to oversee university course selection and sequence as appropriate for Estacado ECHS students. Academic department chairs and their faculty will be involved in the assignment of faculty to teach the university courses.

### **4. ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS**

The Estacado ECHS shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Texas Education Code, Chapter 39, Subchapter B. In addition, the Estacado ECHS must administer Texas Success Initiative Assessments (TSI-A) to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing.

### **5. CURRICULUM ALIGNMENT**

The IHE Liaison will organize a curriculum committee with representatives from LISD (Estacado and central administration), Estacado ECHS faculty, and TTU faculty (dual credit and regular TTU faculty) and the Vice Provost for Academic Affairs representing core content areas to maintain curriculum alignment and help implement college readiness standards into the high school curriculum.

The Estacado ECHS is responsible for each of the following:

- Ensuring that state course requirements for high school graduation are fulfilled
- Aligning the high school component of each dual credit course to the framework of the TTU course without substantively adding to students' total workload
- Scheduling dual credit courses at appropriate times to ensure students have the legitimate opportunity to earn up to 60 hours of college credit

### **6. ACADEMIC AND INSTRUCTIONAL SUPPORTS**

The Estacado ECHS will provide the following academic supports as necessary:

- Incoming ECHS students will be required to attend an ECHS Bridge program which will feature TSI-A preparation activities, team building exercises, introductions to the AVID Common Instructional Framework, and previews of additional program supports.
- One ECHS/TTU instructor for each active ECHS cohort will be assigned two "ECHS Coaching" class periods to assist in progress monitoring, reporting, and academic interventions.
- ECHS students will be enrolled in a required AVID elective course designed to provide additional academic and social-emotional supports.

- ECHS 9<sup>th</sup> graders will receive supplemental English instruction targeting knowledge and skills necessary for the Reading and Writing TSI-A.

TTU will provide the following academic resources and services:

- TTU Library
- TTU Information Technology
- TTU student support and advising entities such as the TTU Division of Diversity, Equity and Inclusion
- Academic Advising, Undergraduate Admissions, and Student Financial Aid Departments
- Training for ECHS faculty, staff, and administrators regarding higher education academic and financial aid advising

LISD leadership and the IHE Liaison will provide opportunities for ECHS and TTU dual credit faculty to collaborate through planning, teaching, and professional development. The Estacado ECHS will provide common planning time for ECHS instructional faculty and other appropriate staff, including school leaders and TTU dual credit faculty. Teacher mentoring and professional development will be made available where necessary. When possible, TTU shall participate and create professional development opportunities for Estacado ECHS faculty, including adjunct and dual enrollment faculty trainings each semester.

The ECHS Director will lead academic advising (with support from the Estacado ECHS counseling staff) which specifically aligns students' high school endorsement planning with the ECHS course sequence. This advising will specifically focus on the transferability of college credits offered and earned in the context of both associate degrees and baccalaureate degrees.

## **7. DUAL CREDIT FACILITIES**

Courses will be conducted at facilities provided by LISD on the Estacado ECHS campus with occasional events held on the TTU campus. LISD will evaluate the facilities on an on-going basis and determine the necessity of providing additional facilities in the future.

Estacado ECHS students will have access to TTU academic facilities as necessary to support the specific courses in which they are enrolled. Estacado ECHS will provide adult supervision for all program-sponsored visits to the TTU campus. Students will have access to publicly-accessible TTU academic facilities, such as the TTU Library, within normal operating hours. Transportation to TTU facilities outside of program-sponsored visits will be the responsibility of ECHS students and their guardians.

## **8. DUAL CREDIT TUITION AND FEES**

TTU will waive its designated tuition for dual credit courses at the Estacado ECHS but will seek state formula funding tuition for these courses.

After the expiration of the TTU commitments made in the East Lubbock Promise Neighborhood grant, LISD will pay all course instructor costs directly or will reimburse TTU \$1,750 per section, per SCH for any dual credit coursework taken by students at Estacado ECHS. LISD will assume responsibility for the timely payment of all ECHS expenses for students enrolled in Estacado ECHS courses. TTU will provide an account of all instruction and fee costs and will invoice LISD for that amount.

The minimum class size of 10 Estacado ECHS dual credit students per section will be required to ensure sections are not flagged as “under enrolled” and closed. English 1301 and 1302 sections are limited to a maximum of 15 students per section due to the writing intensive nature of these courses. All other sections will be limited to 30 or fewer students per section unless a specific exception is approved by both the IHE Liaison and the Chair of the respective academic department.

Enrollment will be based on TTU’s 12<sup>th</sup> day report in the long semesters or the 4<sup>th</sup> day report for the summer. For exemptions and funding to apply, students must be registered no later than this date.

For every student initially enrolling in the Estacado ECHS, LISD will pay TTU a non-refundable fee of \$450 to defray a portion of the required service costs normally recouped via undergraduate student fees.

Instructor and fee costs will be reviewed annually and may be adjusted if the legislature changes formula funding for dual credit courses. Additionally, fees may be increased if TTU and LISD agree to add fees in exchange for the delivery of additional services or access to additional facilities. Any such adjustments will be deliberated with LISD during the Spring semester to align with the district’s budget process. Until the end of the ELPN grant period (January 1, 2019), TTU waves designated tuition and all fees.

#### **9. BOOKS AND OTHER INSTRUCTIONAL MATERIALS**

TTU instructors will be responsible for identifying required textbooks, supplemental materials, online homework system licenses, and digital content licenses in course syllabi at least 30 days prior to the first day of TTU classes.

LISD will be responsible for purchasing all required textbooks, supplemental materials, online homework system licenses, and digital content licenses. While LISD may obtain these materials from the most cost-effective vendor available, LISD will ensure these materials are provided to Estacado ECHS students prior to the first day of TTU classes.

TTU academic departments are strongly encouraged to ensure that textbooks and supplemental materials purchased by LISD are used for a minimum of 4 years from the date of purchase. Additionally, the IHE Liaison shall collaborate with the TTU Library to support TTU academic departments in the identification and development of open access educational resources in ECHS courses.

#### **10. DUAL CREDIT COURSE TECHNOLOGY**

TTU Information Technology Division will provide support to the Estacado ECHS and work in collaboration with the LISD's Technology Department. A separate Agreement between the TTU IT Division and LISD’s Technology Department will be executed and incorporated as part of this overall ECHS Agreement that will outline the responsibilities of both parties in regard to technology support and data sharing.

In the interest of supporting data-driven governance, the Estacado ECHS Director will compile a monthly ECHS Data Report and electronically submit to the District-level governance committee one week prior

to each monthly governance meeting. Prior to the conclusion of the ELPN grant period (January 1, 2019), TTU and LISD will establish a separate Estacado ECHS master data sharing agreement.

## 11. DATA SHARING

### Data To Be Transferred

- a. LISD will transfer the following Estacado ECHS data to TTU Information Technology Division:
  - i. Student Legal Name
  - ii. Date of Birth
  - iii. Student E-mail Address
  - iv. Phone Number
  - v. Mailing Address
  - vi. Texas Success Initiative Assessment (Reading, Writing, and Mathematics) scores (prior to enrollment in an TTU course other than IS 1100)
  
- b. LISD will transfer the following non-student data to TTU Information Technology Division:
  - i. TTU Instructor of Record Qualifications (when applicable under LISD-TTU joint appointments)
    - (1) C.V.
    - (2) Official Academic Transcripts
    - (3) Employment Application Document
  
- c. TTU Information Technology Division will transfer the following student data to LISD:
  - i. TTU courses enrolled
  - ii. TTU course grades
  - iii. TTU academic standing (e.g., academic probation)
  
2. **Data Deidentification.** When providing data to TTU and LISD researchers and administrators, TTU Information Technology Division will perform the following steps to deidentify the data before transferring:
  - a. Assign a random number to each student record
  - b. Generate a match table
  - c. Secure the match table (associate the random number with actual student identity) at university data center
  - d. Deliver deidentified file for the purposes of research and program assessment
  
3. **Data Transfer Process.** With regard to the transfer of data:
  - a. LISD IT and TTU Information Technology Division will establish an automated data feed to securely exchange data

- b. The current data feed governed by the East Lubbock Promise Neighborhood Master Data Agreement will be modified and repurposed for the ECHS beyond the ELPN grant.
  - c. Only authorized IT personnel at each institution will have access to the data feed, as well as the associated personally identifiable information
  - d. Any LISD student that has elected non-disclosure of their data will be removed prior to data transfer
4. **Security Process Evaluation.** TTUITD will periodically evaluate the data collection and security processes, to ensure adherence to the data and information security guidelines delineated in this MOU. Any violation of these terms will result in the immediate discontinuance of data collection processes.
5. **Use of Data.** Throughout the term of this MOU, 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 MOU. The parties agree to abide by all applicable state and federal laws and regulations and TTU Policies and Procedures with respect to access, use, disclosure, and/or disposal of data. Applicable law includes but is not limited to Family Educational Rights and Privacy Act (FERPA) and the Texas Public Information Act (TPIA). Except as defined under this MOU, neither party will disclose data to another party for any reason unless required by law.
6. **Disaster Recovery.** The TTU IT Division is the central IT support unit of TTU. As such, in the event of a disaster, data transfer processes may be deferred in order to concentrate efforts on the recovery of mission-critical central IT and other TTU systems.

## **12. STUDENT RECRUITMENT AND SELECTION**

To secure the broadest applicant pool possible, LISD and the Estacado ECHS will recruit eighth grade students at Dunbar College Preparatory School and/or all other participating LISD middle schools. This process will include:

- Creation of an Estacado ECHS website that provides recruitment and admission information;
- Distribution of recruitment/admission packets to targeted middle school students in the school district;
- Meetings with middle school counselors to introduce and explain the concept of the Estacado ECHS;
- Student/parent meetings at LISD middle school campuses explaining the opportunities and commitment required of the Estacado ECHS;
- Presentation of recruitment and admission information in a bilingual mode; and
- Parent and student interviews

### **13. STUDENT ENROLLMENT AND ATTENDANCE POLICIES**

All Estacado ECHS dual credit students will take and pass the required TSI-A achieving at least the minimum score requirements as determined by the state and TTU in order to enroll in TTU dual credit courses bearing core credit. Qualifying PSAT scores may be substituted for TSI-A scores. The Estacado ECHS Director and IHE Liaison will maintain a schedule of dual credit courses that will be offered to every cohort class for planning and advising purposes. Estacado ECHS Students will be advised as to the transferability of all university credit offered and earned.

All Estacado ECHS students will follow state-mandated compulsory attendance requirements. Every TTU dual credit faculty member is expected to keep a current attendance record on all students. ECHS Students will not be removed from dual credit courses to conduct other school business (e.g. informational assemblies or athletic team photographs). Excused absences related to Estacado ECHS extracurricular activities must be approved by both the ECHS Director and the IHE Liaison in advance of the absence. In no case, will a student receive more than five (5) hours of excused absences in a course.

In instances of course abandonment, determination of final course status (e.g. withdrawal or failing grade) will be at the discretion of the IHE Liaison with guidance from the TTU Dean of Students and the TTU Office of Student Conduct.

### **14. GRADING PERIODS AND POLICIES**

Within the established Family Educational Rights and Privacy Act framework, TTU will keep personnel at the Estacado ECHS abreast of dual credit students in jeopardy of failing a class and provide numerical grades for the purpose of calculating district Grade Point Averages (GPAs). Semester grades and grading policies are outlined in each dual credit instructor's course syllabus. Estacado ECHS personnel are responsible for advising Estacado ECHS dual credit students concerning academic progress in the course's high school component.

With the exception of those courses specifically aligned with high school Advancement Via Individual Determination (AVID) courses, dual credit courses will consist solely of the college-level coursework and the minimum amount of supplementary content necessary for satisfying Texas Essential Knowledge and Skills (TEKS) requirements for the on-level high school courses. In practice, this will result in the following:

- a. Dual credit courses will not be aligned with International Baccalaureate or Advanced Placement high school courses.
- b. When necessary, LISD will make exceptions to district policies regarding minimum numbers of assignments, and ECHS dual credit courses will be designated as honors (advanced) courses for the purposes of University Interscholastic League eligibility determination.
- c. All high school courses paired with dual credit sections will be weighted for the purpose of calculating students' high school grade point averages. When necessary, new, weighted high school courses will be developed.

The Estacado ECHS will follow LISD policy as to the weighting system for the purpose of determining a student's final high school grade point average.

Estacado ECHS dual credit students must meet academic standards for coursework completed at TTU. Students will be placed on Academic Probation at the conclusion of any long semester (Fall or Spring) in which they have attempted a cumulative total of 12 or more Student Credit Hours (SCH) of dual credit coursework and when their institutional cumulative grade point average at TTU falls below 2.0. Such students are encouraged to participate in academic support programs at the Estacado ECHS and to seek academic advising. Students on Academic Probation may enroll for one additional semester in an attempt to achieve the required institutional cumulative grade point average of 2.0 or better. All grade points earned by a student will be included in the computation of the current semester grade point average.

In the case of a repeated course, the last grade recorded will be used in the computation. Students on Academic Probation who fail to achieve the minimum institutional cumulative grade point average during the next long semester will be placed on Academic Suspension. Students on Academic Suspension must sit out one long semester and may re-enroll after such absence under Academic Probation. Prior to enrolling, the returning student must meet with Estacado ECHS Director to develop an academic improvement plan. The student may appeal the Academic Suspension to the Dean of the College of Education, or the Dean's designate, by submitting a petition for academic reinstatement and a student self-assessment. If the petition is approved, the student will be permitted to enroll on Academic Probation. Prior to enrolling, the returning student must meet with the Dean, or the Dean's designate, to develop an academic improvement plan.

As per direction from the TTU Dean of Students, the IHE Liaison reserves the right to make exceptions as necessary.

#### **15. FUNDING AND AVERAGE DAILY ATTENDANCE (ADA)**

The ECHS shall generate ADA funds from the attendance of students which will be used to provide funding for the operations and expenditures of the high school as authorized in the Texas Education Code. District elective courses and activities involving fine and performing arts, UIL academic participation, intramural activities, clubs etc. may be funded through ADA or high school allotment as appropriate.

#### **16. INSTRUCTIONAL CALENDAR AND ADMINISTRATIVE TIMELINE**

For TTU dual credit courses, the TTU instructional calendar will be used to determine class start and end dates. Otherwise, the Estacado ECHS will follow the LISD calendar for all other courses and for satisfying mandated school district instructional day attendance requirements and ADA.

##### **Administrative Deadlines**

- a. **May 1:** LISD will submit roster of incoming ECHS students to the IHE Liaison
- b. **May 25:** LISD and TTU will collaborate to ensure incoming ECHS students are admitted to TTU as non-degree seeking students
- c. **June 25:** The Estacado ECHS will produce an ECHS Master Schedule detailing when dual credit courses are being requested
- d. **July 4:** The IHE Liaison shall supply a corresponding list of required textbooks

Note: The ECHS Master Schedule must be submitted a minimum of 10 business days prior to the submission of the list of required textbooks.

## **17. TRANSPORTATION**

LISD will be responsible for costs and logistics associated with student transportation to program-sponsored activities.

## **18. CONDUCT**

Estacado ECHS dual credit students are required to adhere to LISD policies regarding student conduct, except in instances concerning academic integrity in TTU courses. In such cases, the TTU Student Code of Conduct will apply.

## **19. PERFORMANCE EVALUATION FOR ECHS COLLABORATION**

TTU and LISD will evaluate the effectiveness of their collaboration each academic year. The results will be reported to the Executive Committee.

## **20. ECHS SUSTAINABILITY**

TTU and LISD have planned and budgeted for sustainability beyond the expenditure of start-up funds. LISD will provide local funds for instructional, administrative, professional development and maintenance of facility costs. TTU will provide the administrative, instructional services described in this Agreement.

## **21. PROVISIONS FOR DISCONTINUING THE ESTACADO ECHS OPERATIONS**

Should TTU or LISD decide to discontinue the Estacado Early College High School, provisions will be made to allow the 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> grade cohorts to continue operation through their scheduled graduations from the Estacado ECHS. Both TTU and LISD will continue to meet all of the required design elements and provide full support for all Estacado students enrolled under the ECHS Model.

## **22. SAFETY**

If any Estacado ECHS dual credit student, Estacado ECHS dual credit instructor, or Estacado ECHS administrator should experience an accident or sudden illness while on the premises of TTU, the response to such incidents will be based upon TTU guidelines, operating policies and procedures, and if applicable, other agreements between LISD and TTU that have been executed to address these specific issues.

If any Estacado ECHS dual credit student, Estacado ECHS dual credit instructor, or Estacado ECHS administrator should experience an accident or sudden illness while on the premises of an LISD facility, the response to such incidents will be based upon LISD guidelines, operating policies and procedures, and if applicable, other agreements between LISD and TTU that have been executed to address these specific issues.

## **23. AMENDMENT**

The Parties to this Agreement understand that it may be necessary to amend and modify this Agreement from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

#### **24. TERM, RENEWAL, AND TERMINATION OF AGREEMENT**

The Agreement shall be effective upon signature by both parties and expires August 31, 2019. The Agreement will be reviewed on an annual basis and the parties may mutually agree to renew the Agreement for successive one (1) year terms. TTU and LISD reserve and have the right to terminate this Agreement for any reason or no reason upon service of written notice to the other party 90 days prior to the date of the termination. In this event, the date of termination will be the day after the end of the semester during which the 90-day period expires.

#### **25. INSURANCE**

TTU and LISD, each at their own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without retention, or a self-insurance program which shall provide general liability coverage for professional liability, property damage, and bodily injury.

#### **26. CONFIDENTIALITY OF STUDENT RECORDS**

The Parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. In accordance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. section 1232g) and School District Board Policy series FL (a K-12 policy related to a school district's responsibility for maintaining accurate student records), all records relating to students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies.

All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal, and local laws and regulations, including FERPA and School District Policy series FL. The Parties shall not release education records to any third party without prior written consent by the student's parent or other person in lawful control of the student or by a student who is 18 years of age or older, except as otherwise permitted by law.

The parent(s) or legal guardian(s) of any authorized student shall have access to his or her child's LISD records. Disclosure of TTU academic records will be addressed in accordance with FERPA regulations. Specifically, parent(s) or legal guardian(s) of an authorized student will have no access to TTU academic records unless the student files a formal written waiver with TTU.

#### **27. SEVERABILITY**

If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid, or unenforceable there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

#### **28. NON-DISCRIMINATION**

Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Agreement is prohibited.

## **29. NOTICES**

Any notice required or permitted under this Agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. LISD and the TTU can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

To the Lubbock Independent School District

Lubbock Independent School District

Attn: Superintendent

1628 19th Street

Lubbock, Texas 79401

To Texas Tech University

Texas Tech University Attn: President

115 Administration Building

Box 42005

Lubbock, Texas 79409

## **30. TEXAS LAW TO APPLY**

This agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Lubbock County, Texas.

## **31. FORCE MAJEURE**

Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this agreement, notice shall be provided to the other party in the manner deemed most practicable by the party prevented from fully performing.

## **32. CAPTIONS**

The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

## **33. AUTHORITY**

The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.

**IN WITNESS THEREOF**, the parties have duly approved this ARTICULATION AGREEMENT, executed in duplicate originals on this 6th day of August, 2018.

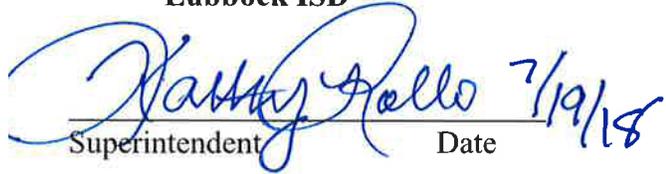
EXECUTED in duplicate original counterparts effective upon the date indicated above.

**Texas Tech University**

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

Aug 7, 2018  
\_\_\_\_\_  
Date

**Lubbock ISD**

  
\_\_\_\_\_  
Superintendent Date 7/19/18

  
\_\_\_\_\_  
President of the Board Date 7/14/2018

# Appendix A: Course Crosswalk Document w/ Course Descriptions

Course Sequence for 2021 Students and Later - Last Updated 2018-05-23											
Freshman			Sophomore			Junior			Senior		
Summer	Fall	Spring	Summer	Fall	Spring	Summer	Fall	Spring	Summer	Fall	Spring
		English		English			ENGL 1301 Essentials of College Rhetoric	ENGL 1302 Advanced College Rhetoric	ENGL 2307 Intro to Fiction		ENGL 2305 Intro to Poetry
		Geometry		Algebra II			MATH 1300 College Algebra		MATH 1321 Trigonometry		
		Biology		Chemistry			Onlamps: Geo-science GEOG 1401 Physical Geography (Lab Science)		Onlamps: Physics I PHYS 1403 General Physics I (Lab Science)		
		World Geography		World History			HIST 2300 History of the U.S. to 1877	HIST 2301 History of the U.S. Since 1877	COMS 2300 Public Speaking		ECO 2302 Principles of Economics II
		World Language		World Language			POIS 1301 American Gov. Organization	POIS 2306 Texas Politics & Topics	ANTH 1301 Art History Survey I		ANTH 2302 Art History Survey II
		Student Leadership (AVID) IS 1100 Rader Ready		AVID + EDG 2300 Schools, Society...			AVID + EDG 2301 The Education Effect...				AVID + EPSY 2301 Generation: Living & Learning
		Elective		Elective				Elective			Elective
		Elective		Elective				Elective			Elective
DC Hours			1			3			28		
Total 60											

TTU Core Curriculum Requirements: <a href="https://catalog.ttu.edu/content.php?id=98&amp;navid=980&amp;one-curriculum-requirement">https://catalog.ttu.edu/content.php?id=98&amp;navid=980&amp;one-curriculum-requirement</a>	
Communications: 3 Hours (4 ENGL, 3 COMM)	Creative Arts: 3 Hours ANTH 1301 OR ANTH 2302
ENGL 1301	
ENGL 1302	
COMS 2300	Social & Behavioral Sciences: 3 Hours ECO 2302 OR ECO 2301 OR EPSY 2301
Mathematics: 6 Hours	American History: 6 Hours HIST 2300 HIST 2301
MATH 1320	
MATH 1321	
Life and Physical Sciences: 8 Hours	Not Fulfilling University Core Requirement B 1100 ENGL 2305
Onlamps: GEOG 1401	
Onlamps: PHYS 1403	
	Multicultural Experience EISE 2300
	Government/Political Science: 6 Hours POLS 1301 POLS 2306
	Language, Philosophy, and Culture: 3 Hours ENGL 2307

## TTU Course Descriptions for 2021 ECHS Sequence

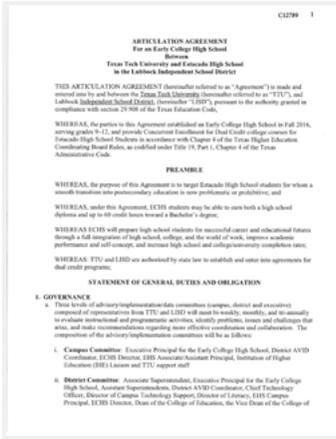
TTU Course Catalog: <https://catalog.ttu.edu/content.php?catoid=9&navoid=987>

Course Title	Course Code	Hours	Description
Public Speaking	COMS 2300	3	Equips students with the skills necessary for successful public speaking. Students will learn to prepare and deliver effective presentations, adapt to various audiences, and adjust to different speaking contexts. Emphasizes the application of public speaking theory. Required for all majors and minors. Fulfills core Communication (Oral) requirement.
Principles of Economics II	ECO 2302	3	An introduction to modern economic society and theories of production and exchange. Emphasis upon monetary and fiscal policy and macroeconomics. Fulfills core Social and Behavioral Sciences requirement.
The Education Effect: Why American K-12 Education Really Matters	EDCI 2301	3	Considers costs and benefits of American education and exposes students to issues in education at a deeper level by tutoring in public schools. Fulfills core Social and Behavioral Sciences requirement.
Schools, Society, and Diversity	EDSE 2300	3	Historical, philosophical, sociological, and ideologic foundations of education; purposes and roles of schools in a pluralistic society. Contemporary issues and reform trends in American public schools. Fulfills multicultural requirement.
Essentials of College Rhetoric	ENGL 1301	3	Prerequisite: Successful completion of ENGL 0301 or a satisfactory score on SAT, ACT, or English department writing sample. A student may be required to transfer to ENGL 0301 on the basis of the English department writing sample. Focuses on the writing process and requires students to write extensively in a variety of modes and styles. Partially fulfills core Communication (Written) requirement.
Advanced College Rhetoric	ENGL 1302	3	Prerequisite: Successful completion of ENGL 1301. Focuses on writing from sources, research methods, and documentation. Partially fulfills core Communication (Written) requirement.
Introduction to Fiction	ENGL 2307	3	Prerequisites: ENGL 1301, 1302. Critical study of and writing about a variety of short stories and novels. Fulfills core Language, Philosophy, and Culture requirement.
iGeneration: Living and Learning on the Internet	EPSY 2301	3	Examines how the Internet transforms our social behavior and how we learn. Fulfills core Social and Behavioral Sciences requirement.
OnRamps Geoscience, Physical Geography	GEOG 1401	4	Study of the atmospheric and terrestrial systems that shape our natural environment, especially the global patterns of climate, landforms, and vegetation. Provides laboratory and non-laboratory science credit. Fulfills laboratory science requirements. Partially fulfills core Life and Physical Science requirement.
History of the U.S. to 1877	HIST 2300	3	This course and HIST 2301 satisfy the legislative history requirement. Most sections combine political, military, constitutional, and social history. Special sections emphasize technology, agriculture, business, and family life. Partially fulfills core American History requirement. (Honors section offered.) (US)
History of the U.S. Since 1877	HIST 2301	3	Continuation of HIST 2300. Partially fulfills core American History requirement. (Honors section offered.) (US)
Raider Ready: Freshman Seminar	IS 1100	1	Introduces students to philosophy, history, and applications of higher education and critical thinking.
Art History Survey I	ARTH 1301	3	A survey of painting, sculpture, architecture, and the minor arts from prehistoric times to the 14th century. AP waiver possible. Fulfills core Creative Arts requirements.
Art History Survey II	ARTH 2302	3	Focuses on hearing, understanding, and contextualizing Anglo-American rock and roll, a popular idiom rooted in the music of African Americans and rural whites. Fulfills core Creative Arts requirement.
College Algebra	MATH 1320	3	Prerequisites: A score of at least 500 on the SATM and composite score of 1070 or a score of at least 19 on the ACTM and composite score of 23 or score of at least 3500 on STA2, or a grade of C or better in either MATH 0302, TSI 0302, or REF0302. Inequalities, determinants, theory of equations, binomial theorem, progressions, mathematical induction. Partially fulfills core Mathematics requirement. Cannot receive credit for both MATH 1320 and 1420.

## TTU Course Descriptions for 2021 ECHS Sequence

TTU Course Catalog: <https://catalog.ttu.edu/content.php?catoid=9&navoid=987>

Course Title	Course Code	Hours	Description
Trigonometry	MATH 1321	3	Prerequisite: C or better in MATH 1320, MATH 1420, or REF 0302 or a test score of at least 3500 on the STA2 or 610 on the SATM or 26 on the ACTM or Code 4 or higher on MPE. Trigonometric functions, radians, logarithms, solutions of triangles, identities, trigonometric equations, complex numbers, De Moivre's Theorem. Partially fulfills core Mathematics requirement.



# Lubbock Independent School District #C12789

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