



## ARTICULATION AGREEMENT

Between

CAMPUS, INC.

And

TEXAS TECH UNIVERSITY

This Articulation Agreement (the "Agreement") is made as of December 10, 2025 (the "Effective Date") by and between Campus, Inc. (hereinafter "Campus"), located at 5221 Madison Avenue, Sacramento, CA 95841, and Texas Tech University (hereinafter "Texas Tech"), located at 2500 Broadway Lubbock, TX 79409. The purpose of this Agreement is to establish a collaboration between Campus and Texas Tech to enable qualified Campus graduates earning designated transfer-eligible associate degrees to transfer their earned credits and continue their educational journey at Texas Tech."

In consideration of the mutual terms and conditions expressed herein, the parties agree to the following:

### A. General Requirements

1. Upon application, and receipt of all required checklist items, Texas Tech will guarantee acceptance of all Campus graduates with an Associate of Arts in Business Administration degree [with a GPA of [2.25] or above], provided they are eligible to return to all previously attended institutions and have no legal or conduct issues that would prevent enrollment.
2. A minimum of 92 quarter- or 60 semester-credit hours will transfer from Campus, a two-year degree-granting institution.

### B. Curriculum/Academic Planning

1. A curriculum equivalency guide (the "Curriculum Equivalency Guide") will be created by Texas Tech each academic year for the Campus program and courses will be identified that will effectively transfer to Texas Tech and prepare Campus students for success.
2. In reliance on the curriculum equivalency guide, Campus student advisors will assist students in the development of a transfer plan to ensure a seamless transition.

- 3. Both academic institutions agree that they will promptly inform the other of any substantive changes in academic requirements, course or program of study, or any other change that may affect this Agreement. Campus and Texas Tech agree to provide annual updates on newly added or approved courses to be considered for credit transfer acceptance.

C. Financial Considerations

- 1. Texas Tech will waive all application fees for Campus students seeking admission to TTU Online programs in connection with this Agreement.
- 2. Students transferring from Campus to Texas Tech who meet application deadlines and academic and financial qualifications that apply to all students may be eligible for consideration for the following scholarships:

Transfer Scholarships:

PRESIDENTIAL TRANSFER SCHOLARSHIP	PROVEN ACHIEVERS SCHOLARSHIP
<b>QUALIFICATIONS</b> 30 Transferable GPA Hours 3.0 GPA	<b>QUALIFICATIONS</b> 60 Transferable GPA Hours 3.5 GPA
<b>\$3,000</b> per year	<b>\$4,000</b> per year
<b>RENEWAL REQUIREMENT</b> 3.0 GPA & 12 hours earned per term	<b>RENEWAL REQUIREMENT</b> 3.25 GPA & 12 hours earned per term

*Transfer Merit Scholarships are guaranteed for students who have transcripts and other required documents submitted by July 31 for Fall entry or January 15 for Spring entry. Scholarships are renewable for up to three consecutive years (six total terms). Students must enroll in a minimum of 12 credit hours; 9 must be TTU hours. Scholarships are awarded after June 1 based on availability of funds (fall entry). Students with approved consortium agreements must take a minimum of 9 TTU hours. Transferable hours exclude credit hours from AP, CLEP, or military credits. Students must meet all criteria to qualify.*

Students awarded a transfer level scholarship of \$2,500 for 3 years can be upgraded to a Presidential Transfer or Proven Achiever's level scholarship based on updated transcript information received prior to the first class day of the student's entry semester. Students are eligible for only one university level transfer scholarship.

More Information Regarding Transfer Scholarships

Transfer Scholarships are offered to students who are admitted as transfer students based on official transcripts submitted to the Office of Undergraduate Admissions and pay toward fall and spring terms. Complete requirements early - final awards are based on transcripts received by July 31st for fall or January 15th for spring entry terms.

Non-residents awarded a Texas Tech competitive scholarship of \$1,000 or greater (including Proven Achievers) will qualify to pay in-state tuition.

#### **D. Ongoing Collaboration**

1. In the spirit of articulation, representatives from both institutions will meet regularly to engage in ongoing discussion to assess, enhance, and strengthen this collaboration. This will include kickoff training for Campus admissions and student advisors, with regular ongoing training to follow. In addition, Campus will provide opportunities for Texas Tech representatives to engage with Campus students for recruiting events and enrollment purposes.
2. Both parties agree to identify their collaborative relationship on applicable websites subject to the terms of this Agreement. Campus may reference the existence of the relationship with Texas Tech in a factual and non-promotional manner but shall not use Texas Tech's name or protected identity marks, including but not limited to wordmark, logos, seals, imagery, and insignia (collectively, "Marks") without Texas Tech's prior express written approval from the Texas Tech Vice President for Marketing and Communication or their designee. The approved use of any Marks shall cease upon termination of the Agreement or upon written notification by Texas Tech. Campus shall not use Texas Tech's Marks to represent that Texas Tech endorses Campus unless formally approved in writing. The use of all identity marks shall be governed by Texas Tech's identity guidelines policy, which may be updated from time to time:  
<https://www.depts.ttu.edu/communications/identityguidelines/>.
3. For purposes of this Agreement, the parties are considered to be "school officials with legitimate educational interests" under the Family Educational Rights and Privacy Act and may share student data between them.

#### **E. Term; Notice**

1. This Agreement is applicable for current and future students enrolled at Campus and is valid for a five (5) year term. The parties may extend this Agreement for up to three (3) 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. Either party may terminate this Agreement early upon one hundred and twenty (120) days prior written notice to the other party. If the Agreement is terminated early, neither party has any obligation toward the other upon the effective date of termination, except that the parties agree to permit any students already enrolled at Texas Tech under the terms of this Agreement to graduate.
2. Any notice to be given hereunder shall be given in writing by email. Notice shall be deemed received upon delivery to the party to whom the notice is directed or to its agent, in the case of Campus to the Chief Legal Officer (legalnotices@campus.edu), with copy to Scott Booth

(scott.booth@campus.edu); and, in the case of Texas Tech to Clay Taylor clay.taylor@ttu.edu, with copies to Procurement Services, Attn: Contract Management contracting@ttu.edu.

3. This Agreement does not create a partnership, joint venture or agency relationship between the parties of any kind or nature. This Agreement does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party shall have any right, power, or authority under this Agreement to act as a legal representative of the other party, and neither party shall have any power or authority to obligate or bind the other or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever. Each party acknowledges that the relationship of the parties hereunder is non-exclusive.
4. This Agreement embodies the entire agreement and understanding among the parties hereto relating to the subject matter hereof and may only be changed by an instrument in writing signed by all parties hereto. No representation, warranty, undertaking or covenant is made by any party hereto except as contained herein, and any others are specifically disclaimed. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas (i.e., without regard to its conflicts of law rules). This Agreement shall be binding upon the parties hereto and their respective successors but shall not inure the benefit of any third-party beneficiary. This Agreement and any rights hereunder may not be assigned by either party without the prior written consent of the other, and any purported assignment without consent shall be null and void and of no effect whatsoever. This Agreement may be executed in any number of counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same Agreement.

*[Signature page follows]*

**CAMPUS, INC.**

Signed by:

Michael Zimmerman

86626CEE1631434

Michael Zimmerman  
President

Date 12/9/2025

**Texas Tech University**

Lawrence Schovanec

Lawrence Schovanec (Dec 12, 2025 12:05:44 CST)

Lawrence Schovanec, Ph.D.  
President

Date 12/12/2025

Read and Understood:

Signed by:

Deeptha Mathavan

5479DC20A2AF4EB

Deeptha Mathavan  
Secretary

Ronald Hendrick

Ronald Hendrick (Dec 10, 2025 12:53:02 CST)

Ronald Hendrick, Ph.D.  
Provost

## ADDENDUM

### To Articulation Agreement between TTU and Campus, INC.

This Addendum, effective the date of last signature (the “Effective Date”), is incorporated into and forms a part of the attached Articulation Agreement (“Contractor Terms”). Together these documents form the “Contract.” “TTU” means Texas Tech University, an agency of the State of Texas and an institution of higher education and “Contractor” means Campus, INC.. Notwithstanding any express provision stating that the terms of the Contractor Terms will control in the event of conflict, Contractor’s signature to this Addendum acknowledges that the Addendum is controlling in the event of a conflict of terms in the Contract.

1. **Texas Public Information Act.** All information, documentation, and other material submitted by Contractor for and under this Contract are subject to public disclosure under the Texas Public Information Act, [Texas Government Code, Chapter 552](#). Contractor is hereby notified that TTU strictly adheres to this statute and the interpretations thereof rendered by the Courts and the Texas Attorney General (“AG”). TTU will use its best efforts to maintain the confidentiality of all Contractor submitted information except where TTU is required to disclose it under the Act. The AG will ultimately decide whether Contractor proprietary information is released to the public, however TTU will give Contractor notice of all requests for its proprietary information in accordance with the Act. TTU cannot represent Contractor interests to the AG and Contractor seeking to protect their proprietary information will be required to submit a letter, brief, or memorandum to the AG with reasons in support of withholding their information.
2. **Publicity and Marks.** Contractor agrees that it will not publicize this Contract or disclose, confirm, or deny any details of this Contract to third parties. As a public institution, TTU maintains a consistent policy of not endorsing products or services, whether purchased or received. The Contractor and TTU’s employees shall comply with TTU Operating Policy and Procedure 68.01. <https://www.depts.ttu.edu/opmanual/OP68.01.php>. The Contractor shall not use TTU’s name or protected identity marks, including but not limited to wordmark, logos, seals, imagery, and insignia (collectively, “Marks”) without TTU’s prior express written approval from the TTU Vice President for Marketing and Communication or their designee. The approved use of any Marks shall cease upon termination of the Contract or upon written notification by TTU. The Contractor shall not use TTU’s Marks to represent any type of relationship between TTU and the Contractor or that TTU endorses the Contractor unless formally approved in writing. The use of all identity marks shall be governed by TTU’s identity guidelines policy, which may be updated from time to time. <https://www.depts.ttu.edu/communications/identityguidelines/>.
3. **Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Contract to TTU will be in writing and will be sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, (iii) if sent by email, when received:

Contract Management Procurement Services  
Texas Tech University  
Texas Tech Plaza  
1901 University Avenue  
Suite 408  
Lubbock, Texas 79410  
[contracting@ttu.edu](mailto:contracting@ttu.edu)

or such other person or address as may be given in writing by TTU to Contractor.

Notwithstanding any other requirements for notices given by a party under the Contract, if Contractor intends to deliver written notice to TTU pursuant to [§2251.054, Texas Government Code](#), then Contractor will send that notice to TTU as follows:

Contract Management Procurement Services  
Texas Tech University  
PO Box 41094  
Lubbock, Texas 79409

4. **Venue; Governing Law.** Lubbock County, Texas, will be the proper place of venue for any legal action or proceeding arising out of this Contract or enforcement of any provision in this Contract. This Contract and all of the rights and obligations of the parties hereto and any claims arising from this Contract will be construed, interpreted, and governed by the laws of the State of Texas.
5. **Limitation on TTU’s Liability.** It is understood and agreed that TTU will not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law and that this Contract will not be construed as

seeking to either enlarge or diminish any obligation or duty owed by TTU to Contractor or to any third party.

6. **Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless TTU, Texas Tech University System, and its respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives, and agents, against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from any negligent act or omission of the Contractor in the performance or failure to perform within the Contract including the negligent acts or omission of any subcontractor or any direct or indirect employees of the Contractor or subcontractors. The indemnification obligations set forth in the Contract will survive termination or expiration of the Contract.
7. **Force Majeure.** “Event of Force Majeure” means an event beyond the control of Contractor or TTU which prevents or makes a party’s compliance with any of its obligations under the Contract 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 Contract 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 Contract 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 Contract only so far as reasonably practicable.
8. **Insurance.** Contractor agrees that TTU may self-fund against general liability risk and that any Contractor requirements for TTU to carry insurance are waived. The Texas Tort Claims Act, [Texas Civil Practice and Remedies Code Chapter 101](#), governs relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission of a TTU employee acting within the scope of employment.
9. **Breach of Contract Claims.** The dispute resolution process provided for in [Texas Government Code Chapter 2260](#) and the related rules adopted by the AG pursuant to Chapter 2260 will be used by TTU and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Assistant Vice President and Chief Procurement Officer of TTU will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Contract by TTU nor any other conduct, action, or inaction of any representative of TTU relating to the Contract constitutes or is intended to constitute a waiver of TTU’s or the state's sovereign immunity to suit; and (ii) TTU has not waived its right to seek redress in the courts. Any term or provision in the Contractor Terms indicating agreement to arbitration, other alternative dispute resolution, or litigation options in the event of a dispute between the parties is expressly rejected and is null and void.
10. **Assignment.** Neither this Contract, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless TTU agrees in writing. Contractor will not assign or sub award any portion of a Contract without TTU's prior written approval, which will not be unreasonably withheld. TTU will not recognize any assignment or sub agreement made without TTU's prior written approval, and any such assignment by Contractor will be wholly void and ineffective for all purposes unless made in conformity with this section.
11. **Entire Contract; Modifications.** The Contract supersedes all prior agreements, written or oral, between Contractor and TTU and will constitute the entire Contract and understanding between the parties with respect to the subject matter hereof. The Contract and each of its provisions will be binding upon the parties and may not be waived, modified, amended, or altered except in writing signed by TTU and Contractor.
12. **FERPA.** If given access to the personally identifiable information about any student during performance of any services, Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from student records as set forth in [The Family Educational Rights and Privacy Act \(“FERPA”\) 34 CFR, Part 99](#). Contractor agrees that it may create, receive from or on behalf of TTU, or have access to, records or record systems that are subject to FERPA (collectively, the “FERPA Records”). To the extent that Contractor has access to “education records” under the Contract, it is deemed a “school official,” as each of these terms are defined under FERPA. Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Contract, (b) required by law, or (c) otherwise authorized by TTU in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical, and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Contract. At the request of TTU, Contractor agrees to provide TTU with a written summary of the procedures Contractor uses to safeguard the FERPA Records. Contractor will indemnify and hold harmless TTU from and against all claims, actions, and proceedings resulting from Contractor’s or its subcontractor’s or affiliate’s breach of any obligations under this paragraph.



13. **Independent Contractor.** Contractor agrees that it is an independent contractor and that this Contract does not form a joint venture or partnership. TTU will not be responsible for the Federal Insurance Contribution Act (“FICA”) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will TTU furnish any medical or retirement benefits or any paid vacation or sick leave. Contractor is responsible for conduct of business operations, including employee salaries, travel, etc.
14. **Not Exclusive.** Contractor acknowledges and agrees that the Contract with TTU is non-exclusive and TTU has the right to engage with other contractors for similar or identical scopes of work, and to purchase similar or identical goods or services from other contractors. Any term or provision in the Contractor Terms indicating the Contract is exclusive is expressly rejected and is null and void.
15. **Contract Amendments.** No modification or amendment to this Contract will become valid unless agreed to by TTU in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the TTU Office of Procurement Services for prior review and approval. Only the Assistant Vice President and Chief Procurement Officer or their designee will be authorized to process changes or amendments. All amendments must be signed by the same person who signed this original Contract or their successor(s).
16. **Limitations.** THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF TTU TO ENTER INTO CERTAIN TERMS AND CONDITIONS, INCLUDING TERMS AND CONDITIONS (IF ANY) RELATING TO LIENS ON TTU’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF TTU’S LEGAL RIGHTS, REMEDIES, REQUIREMENTS, AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; ANY PROVISION THAT CREATES AN UNKNOWN OR UNFUNDED LIABILITY; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON TTU EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
17. **Contractor Certification.** Contractor certifies this Contract is not prohibited under [Texas Government Code §2261.252\(b\)](#) and agrees that if Contractor’s certification is or becomes untrue, this Contract is void, and Contractor will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this Contract, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.
18. **No Boycott.** If this Contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds of TTU, and if Contractor is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to [Texas Government Code Chapter 2271](#), Contractor affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in [Texas Government Code §808.001](#).
19. **American Steel.** To the extent the Contract awarded relates to a project as defined [Texas Government Code §2252.201\(5\)](#) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in [Texas Government Code §2252.203](#) applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of the Contract must be produced in the United States (as defined in [Texas Government Code §2252.201\(4\)](#)).
20. **Improper Compensation.** Under Section [§2155.004, Texas Government Code](#), the Contractor certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
21. **Antitrust Violations.** Under Section [§2155.005, Texas Government Code](#), the Contractor certifies that the individual or business entity named in this procurement or Contract has not violated the antitrust laws of the United States or of the State of Texas.
22. **Trafficking of Persons.** Under [§2155.0061, Texas Government Code](#), the Contractor certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
23. **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, Contractor agrees to adhere to all such procedures and related directives from TTU when entering onto and performing services on TTU's campus.

24. **Texas Health and Safety Code.** The Contractor affirmatively states that it will comply with the requirements of [Texas Health and Safety Code, § 161.0085\(c\)](#).
25. **Compliance with Texas Government Code §2274.002.** If this Contract has a value of \$100,000 or more to be paid wholly or partly from public funds of TTU, and if Contractor is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to [Texas Government Code §2274.002](#), Contractor 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 Contract against a firearm entity or trade association.
26. **Compliance with Texas Government Code §2276.002.** If this Contract has a value of \$100,000 or more to be paid wholly or partly from public funds of TTU, and if Contractor is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to [Texas Government Code §2276.002](#), Contractor affirmatively states it does not boycott energy companies and will not boycott energy companies during the term of this Contract. In this paragraph, the terms "company" and "boycott energy companies" shall have the meanings described in [Texas Government Code §809.001](#).
27. **Executive Order No GA—48.** Pursuant to Executive Order No GA—48, Contractor certifies that it, and, if applicable, its holding companies or subsidiaries, are not:
  - Listed in [Section 889 of the 2019 National Defense Authorization Act](#) (NDAA); or
  - Listed in [Section 1260H of the 2021 NDAA](#); or
  - Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under [15 C.F.R. § 791.4](#); or
  - Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under [15 C.F.R. § 791.4](#).
28. **Applicable Laws & Regulations.** Contractor agrees that it will comply with all federal, state, or local laws or regulations applicable to Contractor's performance under the Contract, and agrees to obtain and maintain all permits, licenses and other approvals required in connection with the operations contemplated under the Contract. Contractor also agrees that pursuant to [Texas Education Code §51.9335\(h\)](#), in any contract for the acquisition of goods or services to which TTU is a party, including this Contract, any provision required by applicable law to be included in the contract is considered to be part of the contract whether or not the provision appears on the face of the contract or if the contract contains any provision to the contrary.

**Contractor:** Signed by: Michael Zimmerman  
 Signature: B6626CEF4631434...  
 Name: Michael Zimmerman  
 Title: President  
 Date: 12/9/2025

**TTU:**  
 Signature: Lawrence Schovanec  
 Name: Lawrence Schovanec  
 Title: President  
 Date: 12/12/2025