

Texas Tech University And South Texas College Student Access and Success Memorandum of Understanding

Parties

This Memorandum of Understanding (the “Agreement”) is between Texas Tech University (“TTU”) and South Texas College (“STC”) (individually “Institution” or collectively “Institutions”) and outlines their commitment to the *Student Access & Success* program (“Program”). STC is considered as a whole and, unless expressly specified otherwise in this Agreement, this Agreement extends to all campuses within the STC system or district. TTU and STC 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 *Building a Talent Strong Texas* initiative promoting access, affordability, quality, success, and cost efficiency in Texas’ institutions of higher education. The mission of the Program is to support a more globally competent workforce by increasing attainment of postsecondary credentials of value. 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.

Founded in 1993, South Texas College offers more than 130 degree & certificate options, including associate degrees in a variety of liberal art, social science, business, math, science, technology, advanced manufacturing, and allied health fields of study. Additionally, South Texas College is the only community college in the State of Texas to offer 5 baccalaureate degrees. South Texas College has a faculty and staff of more than 2,200 to serve the college’s five campuses, two higher education centers, and one virtual campus. STC, as a world-class and premier institution of higher learning, values Student Success, Excellence, Opportunity, Caring and Integrity.

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 STC 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; and
- 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 STC transfer students to complete the appropriate Associate 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, fields of study, and other lower division courses from STC, 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 courses listed in Transfer Crosswalks to be created and provided to STC by TTU.
 - ii) ***Location.*** TTU will honor transferable courses taken at any STC location and by any delivery method.
 - iii) ***Standards.*** TTU will enforce the same standards and criteria for admission to TTU for all students who desire to transfer to TTU and to the intended degree and 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 Undergraduate Admissions to promote a smooth transition for STC's international transfer students.

- 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 utilize the developed reverse transfer credit process that includes the methodology to notify students after they have completed at least 15 hours at the STC. This is subject to the process set forth in Section 3(d) of this Agreement.
- g) Publication. TTU will:
 - i) Provide communication regarding TTU admissions policy and procedure updates, campus recruitment events, and scholarship opportunities to the person(s) STC designates under Section 3(a).
 - ii) Post information about the Program and transfer/reverse transfer opportunities on the Academic Partnerships' website.

2) STC's responsibilities

- a) Courses at STC. STC will ensure that all of its courses related to this Agreement are taught by qualified faculty holding appropriate and acceptable degrees and/or credentials as outlined by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") Comprehensive Standards or appropriate regional accreditation standards.
- b) Identify students. STC will provide TTU a list of students who meet the stated criteria below 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. STC agrees to provide notices and or obtain permissions for the disclosures as required by applicable laws, including but not limited to FERPA and GDPR.
 - i) Directory information, including email address and date of birth;
 - ii) Major area of interest;
 - iii) Denote those currently enrolled with a projected transfer date on or after Spring 2025;
 - iv) Denote those students having completed 15 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, Associate of Arts in Teaching or undeclared.

- c) Counselor. STC will provide contact information for a STC transfer counselor to TTU Admissions and update this information as personnel changes occur. The Counselor will be responsible for invitations to STC transfer events.

STC designee: Dr. Kelli Davis, (956) 872-1990, kajohnso@southtexascollege.edu

- d) Cooperation. STC will cooperate fully with TTU in awarding associate's degrees via a reverse transfer by utilizing the developed plan whereby transcript information for students, who transferred to TTU prior to earning an associate degree, is sent back to STC by TTU and is processed in a timely fashion with results reported back to TTU. Reporting of students will begin as soon as this Agreement is fully executed.

- e) Marketing & Outreach. STC will:

- i) Link to (1) TTU, Office of 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 STC.
 - 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 Institutions agree to:

- a) Point of Contact. To designate an individual who will be responsible for the maintenance of the Agreement to be a central point of contact.
 - i) TTU designee: Clay Taylor, Ed.D. (806) 834-5492, clay.Taylor@ttu.edu
 - ii) STC designee: Dr. Kelli Davis, (956) 872-1990, kajohnso@southtexascollege.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 STC'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 Crosswalks.

- i) A Crosswalk details the course-by-course transfer of courses and/or specific programs. A course-specific crosswalk should be considered for each transferrable program. Crosswalks may be approved after the initial execution of this Agreement. Crosswalks must be clearly identified as updates or amendments to this document and signed by the personnel with requisite signature authority for each Institution.
- ii) If added, Institutions will review the Transfer Crosswalks annually during the spring, and render effective September 1 to align with the new TTU catalog.
- iii) Changes to crosswalks must be in writing and signed by an authorized party at each Institution.

d) Reverse Transfer Process. The parties will follow the process in the Reverse Transfer Process section below. TTU will notify eligible students via MyTech and, with student consent, transmit official transcripts to STC's Office of the Registrar (role-based address). STC will evaluate and, if requirements are met, award the associate degree and return confirmation and an official transcript to TTU's Office of the Registrar (role-based address) within 30 days of receipt.

i) ***The Registrar at TTU will:***

- (1) Identify students meeting the following criteria:
 - (a) Student has earned 15 or more college-level transfer credit hours at STC.
 - (b) Student does not have an Associate 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 STC.

At the end of each semester, TTU will:

(2) Provide participating students' transcripts to STC for review for an Associate degree. Transcripts will be sent to STC designee: Sara Gomez, (956) 872-6421, slgomez@southtexascollege.edu.

ii) The Registrar at STC will:

- (1) Evaluate TTU transcripts.
- (2) Contact STC students regarding any other requirements for the awarding of the Associate degree.
- (3) Award Associate degrees based on current requirements.
- (4) Each semester 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 degree.
- (5) E-mail updated, original participant list and transcripts with the awarded degree back to TTU via Delores Sanchez, TTU Registrar's Office at delores.sanchez@ttu.edu

General Terms

- 1) Costs. This Agreement is not a commitment of funds and does not create any fiscal obligation on the part of either Institution. Each Institution will bear its own costs, risks, and liabilities arising out of its obligations and efforts under this Agreement during the period it is in effect. No Institution shall have any right for reimbursement, payment, or compensation of any kind for work performed under this Agreement.
- 2) Term. This Agreement begins on the date of last signature and expires five (5) years from that date.
- 3) Extension. The Institutions may extend this Agreement for up to 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.
- 4) Termination. Either Institution may terminate this Agreement early upon one hundred and twenty (120) days prior written notice to the other Institution.
- 5) Consequences of Termination. If the Agreement is terminated early, neither Institution has any obligation toward the other upon the effective date of termination, except that the Institutions agree to permit any students already enrolled at TTU under the terms of this Agreement to graduate.

- 6) Use of Data. Throughout the term of this Agreement, and upon termination, each Institution shall be solely responsible for data in its possession, and neither Institution shall have the authority to access, use, or disclose transferred data for purposes other than those outlined in this Agreement. The Institutions agree to abide by applicable laws with respect to access, use, disclosure, and/or disposal of data.
- 7) Family Education Rights and Privacy Act (“FERPA”). Both Institutions acknowledge a legal obligation to maintain the confidentiality and privacy of its student records in accordance with applicable law and regulations, specifically FERPA. Both Institutions agree to comply with all FERPA requirements and safeguard student information.
 - a) **Student Data Sharing; FERPA**. STC may provide TTU a list of prospective transfer students only to the extent permitted by FERPA and STC policy, and only for the limited purpose of recruiting/advising transfer to TTU. The list may include name, STC email, STC ID, declared pathway/major, cumulative GPA, earned college-level hours, and projected transfer term; date of birth or other non-directory elements will be included only with a FERPA-compliant written consent or other applicable FERPA exception. Each party will: (a) transmit files via SFTP or an equivalently encrypted channel; (b) use the data solely for the Program; (c) limit access to personnel with a need-to-know; (d) report any privacy incident affecting such data to the other party within 72 hours of confirmation; and (e) delete or return the data within 90 days after (i) its Program purpose is fulfilled or (ii) this Agreement terminates, unless a longer retention is required by law.
- 8) Governing Law. This Agreement and all of the rights and obligations of the Institutions hereto will be construed, interpreted, and governed by the laws of the State of Texas. Lubbock County, Texas, will be the proper place of venue for any legal action or proceeding arising out of this Agreement or enforcement of any provision in this Agreement.
- 9) No Waiver of Sovereign Immunity. The Institutions specifically agree that neither the execution of the Agreement by TTU nor any other conduct, action or inaction of any representative of TTU relating to the Agreement constitutes or is intended to constitute a waiver of TTU's, STC's, or the state's sovereign immunity to suit.
- 10) Publicity and Use of Marks. Neither party may use the other's name, seal, logo, or trademarks in marketing, press releases, webpages, or materials without prior written approval (email sufficient) from the other party's designated contact. This clause does not restrict factual statements of the existence of this Agreement. STC agrees that it will not publicize this Agreement or disclose, confirm, or deny any details of this Agreement to third parties. As a public institution, TTU maintains a consistent policy of not endorsing products or services, whether purchased or received. STC and TTU's employees shall comply with TTU Operating Policy and Procedure 68.01. <https://www.depts.ttu.edu/opmanual/OP68.01.php>. STC 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 Agreement or upon written notification by TTU. STC shall not use TTU's Marks to represent any type of relationship between TTU and STC or that TTU endorses STC 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/>.

- 11) Accessibility. All materials and web content that constitutes electronic and information Resources ("EIR(s)") created or maintained under this Agreement will conform to the currently required accessibility standards at a federal and state level (e.g., WCAG 2.1, Level AA, 1 TAC § 206, and 1 TAC § 213) ("Standard(s)"), and, if applicable, STC shall provide accessibility documentation attesting to any EIR accessible features and capabilities (e.g., for websites and mobile apps.) STC shall provide additional documentation as requested by TTU, including but not limited to documentation described in 1 TAC § 213. If STC becomes aware that EIRs, including any portion(s) thereof, do not comply with the Standard(s), STC represents and warrants that it will, at no cost to TTU, either (1) perform all necessary remediation(s) to make the EIRs satisfy the Standards, or (2) replace the EIRs with new EIRs which satisfy the EIR Standards and do not alter the material purpose of the Agreement. In the event STC fails or is unable to do so, TTU may terminate this Agreement without further duty or obligation hereunder. TTU reserves the right to perform testing on the STC's deliverables to ensure the accuracy of their accessibility documentation regarding conformance with the Standards..
- 12) No Assignment. Neither this Agreement, nor any rights or obligations are assignable or transferable unless the Institutions agree in writing.

13) Entire Agreement; Modifications. The Agreement supersedes all prior agreements, written or oral, between STC and TTU regarding the subject matter of this Agreement and will constitute the entire agreement between the Institutions with respect to the subject matter hereof.

14) Amendments. No modification or amendment to this Agreement will become valid unless agreed to in writing and signed by both Institutions. All amendments must be signed by the same person who signed this original Agreement or their successor(s).

15) Change Notice; Grandfathering. For items in Addendum 1 (assured admission, scholarship descriptions, pre-transfer advising, and regional/online program summaries), TTU will provide 60 days' advance written notice to STC of any material change and will grandfather: (i) students already admitted under posted criteria; and (ii) students who have received documented scholarship offers.

16) Improper Compensation. Under Section §2155.004, Texas Government Code, STC certifies that the individual or business entity named in this bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

17) Antitrust Violations. Under Section §2155.005, Texas Government Code, STC certifies that the individual or business entity named in this procurement or Agreement has not violated the antitrust laws of the United States or of the State of Texas.

18) Trafficking of Persons. Under §2155.0061, Texas Government Code, STC certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

19) Force Majeure. “Event of Force Majeure” means an event beyond the control of STC or TTU which prevents or makes a party’s compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

20) 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, STC agrees to adhere to all such procedures and related directives from TTU when entering onto and performing services on TTU’s campus.

- 21) Texas Health and Safety Code. The STC affirmatively states that it will comply with the requirements of Texas Health and Safety Code, § 161.0085(c).
- 22) Compliance with Texas Government Code §2274.002. If this Agreement has a value of \$100,000 or more to be paid wholly or partly from public funds of TTU, and if STC is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code §2274.002, STC verifies it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the Agreement against a firearm entity or trade association.
- 23) Compliance with Texas Government Code §2276.002. If this Agreement has a value of \$100,000 or more to be paid wholly or partly from public funds of TTU, and if STC is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code §2276.002, STC affirmatively states it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. In this paragraph, the terms “company” and “boycott energy companies” shall have the meanings described in Texas Government Code §809.001.
- 24) No Boycott. If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of TTU, and if STC is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code Chapter 2271, STC affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Texas Government Code §808.001.
- 25) Notice. Formal notice under this Agreement must also be written and delivered to the person or department named below: (1) by hand delivery, (2) by United States mail, or (3) by email. Notice will be effective upon physical delivery of the notice by messenger service; or, four (4) business days after the date of mailing by certified mail, return receipt requested; or upon acknowledgement of notice by the email recipient, either by return receipt or reply email. If no email receipt or reply has been received by the sender within one (1) business day from emailing the notice, the notice is deemed incomplete and sender must send notice by messenger or certified mail.

If to TTU:

Texas Tech University
Office of Academic Partnerships
Box 2019
Lubbock, TX 79409
academicpartnerships@ttu.edu

With a copy to:

Texas Tech University
Procurement Services
Attn: Contract Management
PO Box 41094

Lubbock, TX 79409

contracting@ttu.edu

If to STC:

Dr. Kelli Davis

South Texas College

Transfer and Educational Advancement Center

3201 W. Pecan Blvd

McAllen, TX 78501

kajohnso@southtexascollege.edu

This Agreement shall take effect upon execution by both signatories.

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

Signatures:

Texas Tech University

Referred to herein as "TTU" or "Institution"



Lawrence Schovanec, Ph.D.
President

Date



Ronald Hendrick (Jan 15, 2026 07:25:05 CST)

Ronald Hendrick, Ph.D.
Provost

01/15/2026

Date

South Texas College

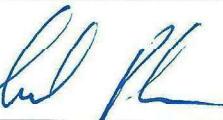
Referred to herein as "STC" or "Institution"



Ricardo J. Solis, Ph.D. Ed.
President

Jan 09 2026

Date



Anahid Petrosian, Ph.D.
Vice President and Provost for
Academic Affairs and Economic
Development

DEC 15 2025

Date