

## 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 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 desire to continue an Early College High School ("ECHS") at Estacado High School ("EHS") by the Fall 2023 academic year, 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 EHS 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; and

**WHEREAS**, TTU and LISD are authorized by state law to establish and enter into agreements for dual credit programs, the parties agree as follows:

#### **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 ECHS, ECHS Dean of Instruction, EHS Associate/Assistant Principal, TTU Director (TTUD), TTU staff or representative, and any additional personnel from TTU and LISD as necessary.
  - ii) **District Committee:** LISD Chief Academic Officer, Executive Principal for the ECHS, LISD Assistant Superintendent for Curriculum and Instruction, LISD Chief Technology Officer or representative, EHS Campus Principal, ECHS Dean of Instruction, the TTU Director (TTUD), and any additional personnel from TTU and LISD as necessary.
  - iii) **Executive Committee:** LISD Superintendent, LISD Chief Academic Officer, Executive Principal for the ECHS, TTU Provost or their designee, TTU Vice Provost for eLearning & Academic Partnerships or their designee, TTU Director (TTUD), Deans or representatives of TTU Colleges represented in the curricular agreement, and any additional personnel from TTU and LISD as necessary.
- a) The TTUD will work with LISD and the appropriate Deans and Associate Deans to recruit, hire, train, and evaluate TTU dual credit instructors.
  - b) The Estacado ECHS Dean of Instruction 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 authority.

LISD will be responsible for payment of benefits, if any, to the Estacado ECHS Dean of Instruction, and the Estacado ECHS Dean of Instruction 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 Estacado ECHS Dean of Instruction.

Should the Estacado ECHS Dean of Instruction 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 Estacado ECHS Dean of Instruction search committee, take part in the deliberations, and (along with the committee) make a recommendation to the EHS Principal.

- c) All TTU dual credit instructors must meet TTU's academic requirements, including the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") faculty credentialing for college credit courses. As noted in 1b. above, TTU dual credit faculty will be appointed and evaluated by TTU with input from LISD. As required of all K-12 institutions in the state, all TTU dual credit faculty must undergo a criminal background check and follow Lubbock ISD safety procedures. TTU dual credit faculty members are required to adhere to the state's mandated guidelines regarding approved books for use in a public high school classroom. Both parties agree that each dual credit course will be co-taught by a TTU and LISD instructor team and the credentialed TTU faculty member will be the instructor of record for purposes of college credit.
- d) 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 the baccalaureate degree plans. The TTUD will coordinate with LISD, the Vice Provost for eLearning & Academic Partnerships or their designee, 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 IHEs and associated programs (e.g. 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 TTUD, 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**

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, 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 TTUD will organize a curriculum committee with representatives from Estacado ECHS, TTU colleges participating in the ECHS, and the TTU Vice Provost for eLearning & Academic Partnerships or their designee 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:

- a) Ensuring that state course requirements for high school graduation are fulfilled.
- b) Aligning the high school component of each dual credit course to the framework of the TTU course without substantively adding to the students' total workload; and
- c) 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:

- a) Incoming ECHS students will 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.

- b) One ECHS/TTU instructor for each active ECHS cohort will be assigned additional "ECHS Coaching" class periods as necessary to assist in progress monitoring, reporting, and academic interventions, or one or more full-time Dual Credit Success Coaches will be employed by LISD to assist progress monitoring, reporting, and academic support interventions.
- c) New ECHS students will be enrolled in an AVID elective course designed to provide additional academic and social-emotional supports.

Upon matriculating at TTU, ECHS students will be provided with the support from the following units:

- a) TTU University ID;
- b) TTU University Libraries;
- c) TTU Information Technology;
- d) TTU Academic Affairs;
- e) TTU Student Affairs;
- f) TTU Undergraduate Admissions; and
- g) TTU Student Financial Aid.

LISD leadership and the TTUD 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 training each semester.

The ECHS Dean of Instruction will lead academic advising (with the support from the Estacado ECHS counseling staff) which specifically aligns students' high school endorsement planning with 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.

The TTUD will provide opportunities for upper-level students to meet with TTU academic advisors in their chosen major or field(s) of interest. This advising will focus on preparing the students for their transfer to TTU and what courses they will need to take to complete their degree. Students will have multiple formal and informal opportunities to meet with TTU staff to aid in the transition to college after graduation. This includes but is not limited to Estacado campus visits from TTU staff and advisors, invitations to TTU advising fairs on the college campus, and virtual one-on-one meetings.

## 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 the 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 the publicly accessible TTU academic facilities, such as the TTU Library, within normal operating hours. Transportation to the 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 bill regular tuition and fees to student financial accounts and will process appropriate dual-credit exemptions which will result in state funding eligibility for dual credit courses at Estacado. Student financial obligation for ECHS will result in \$0 for TTU tuition and fees.

LISD will pay all course instructor costs directly or will reimburse TTU at a rate of \$1,667 per course SCH for TTU instructors holding a doctorate degree or equivalent, or \$1,333 per course SCH for TTU instructors holding a master's degree or equivalent for any dual credit coursework offered at ECHS and in which students are enrolled. TTU will provide an account of all instruction and fee costs and will invoice LISD for that amount. LISD will assume responsibility for the timely payment of all ECHS expenses for students enrolled in Estacado ECHS courses no more than 60 days after receiving an invoice from TTU. LISD will provide up to \$80,000 in tuition for the current school year.

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. All TTU course sections will be limited to 25 or fewer students per section unless a specific exception is approved by both the TTUD and the Chair of the relevant TTU Academic Department. If ENGL 2351 is offered, the enrollment is limited to 17 students.

Requests for class cap exceptions must be submitted by Estacado ECHS Dean of Instruction to the TTUD and appropriate TTU support staff no later than 15 days (about 2 weeks) prior to the start of the TTU term for which the exception is being made. The exception request will be reviewed by the TTUD in consultation with the designated instructor(s) of record for the sections in question and the respective department chairs and program directors.

TTU instructors will be compensated for each additional student added to a full 25 student section at a rate of \$500 per student. If ten or more students need to be added to a full 25 student section, a second section of the course will need to be opened and the instructor will be compensated for two sections at their applicable rate of pay.

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

For every student enrolling for the first time in the Estacado ECHS, LISD will pay TTU a non-refundable student fee of \$450 during the Spring semester. The student fees are allocated to their respective TTU departments to offset the program costs, as shown in the table below.

<b>Fee Description</b>	<b>Total Cost</b>
Application Fee (undergraduate)	\$25.00
eLearning & Academic Partnerships Fee	\$50.00
Information Technology Fee	\$164.50
Library Fee	\$147.00
University ID Fee	\$14.50
Financial and Records Services Fee	\$49.00
<b>TOTAL</b>	<b>\$450.00</b>

Instructor and fee costs will be reviewed annually and may be adjusted upon mutual written agreement of the parties. Additionally, fees may be increased if TTU and LISD agree in writing 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.

#### **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 by at least July 1 and/or December 1 to the first day of TTU classes. If the instructor is paid by LISD, EHS campus administration must be consulted on any new textbook or other instructional resource expenditures.

LISD will be responsible for purchasing all required textbooks, supplemental materials, online homework system licenses, and digital content licenses. Compliant with Texas H.B. 3650, TTU and LISD will consider the use of "free or low-cost open educational resources" for all courses offered. LISD will ensure these materials are provided to Estacado ECHS students prior to the first day of TTU classes, as supply chain allows. LISD students cannot be academically penalized for delayed purchases.

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 TTUD 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) TECHNOLOGY**

TTU Information Technology Division will provide support to the Estacado ECHS students who matriculate at TTU. Typical support will include:

- a) E-Raider Management
- b) TTU E-mail Support
- c) Blackboard Support

#### **11) DATA SHARING**

TTU Undergraduate Admissions will process/admit ECHS students in accordance with TTU's standard admissions procedures. There will be no need for a data transfer process.

#### **12) STUDENT RECRUITMENT AND SELECTION**

To secure the broadest applicant pool possible, LISD and Estacado ECHS will recruit eighth grade students from all LISD middle schools. The process will include:

- Maintaining the Estacado ECHS website to provide current recruitment and admission information;
- Distribution of recruitment/admission packets to targeted middle school students in the school district;
- Meetings with middle school counselors to answer questions and ensure support for continued recruiting efforts into 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 will be conducted as necessary by the ECHS Dean of Instruction, EHS Associate/Assistant Principal, and any additional TTU or LISD personnel as needed.

### 13) STUDENT ENROLLMENT AND ATTENDANCE POLICIES

All Estacado ECHS dual credit students will take and pass the required TSI-A2 (replaced TSI-A in January of 2021) achieving at least the minimum score requirements as determined by the state and TTU to enroll in TTU dual credit courses bearing core credit. Qualifying PSAT scores may be substituted for TSI-A2 scores. The Estacado ECHS Dean of Instruction and TTUD 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 credits offered and earned. Pursuant to TTU OP 34.04, TTU dual credit faculty members are expected to follow the attendance policies specified by their departments and/or colleges.

- All Estacado ECHS students will follow state-mandated compulsory attendance requirements and TTU requirements for dual credit courses.
- Every TTU dual credit faculty member is expected to keep a current attendance record on all students.
- The attendance calendar attached in Appendix A will be followed to align college days on Mondays, Tuesdays, Thursdays and select Fridays to allow for make-up days for ECHS students.
- ECHS students will not be removed from dual credit courses to conduct non-UIL school business.
- Attendance policies must be published in all TTU's ECHS dual credit syllabi.
- All absences are considered unexcused unless the student produces formal documentation which includes LISD notifications within one week of the absence.
- TTU's ECHS dual credit courses must provide the same number of contact hours as do the corresponding courses taught at TTU. Contact hours required for each course are determined by the number of semester credit hours generated by each course. The credit to contact hour ratio is 1:15.

In instances of course abandonment, determination of final course status (e.g., withdrawal or failing grade) will be at the discretion of the TTUD and LISD 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 ("FERPA") 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 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.

Except for those courses specifically aligned with high school AVID courses, dual credit courses will consist solely of the college-level coursework and the minimum amount of supplementary content necessary for satisfying 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 the International Baccalaureate or Advanced Placement high school courses.

- b) Dual credit teachers will be required to follow the LISD Secondary Grading Guidelines for the high school credit and/or grade that students receive on their transcript. ECHS dual credit courses will be designated as honors (advanced) courses for the purposes of University Interscholastic League eligibility determination as allowed by UIL.
- c) High school courses paired with dual credit sections will be weighted for the purpose of calculating students' high school grade point averages according to the LISD GPA and Rank policy. 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 are subject to all TTU policies regarding academic standing ([www.depts.ttu.edu/registrar/academicstanding/](http://www.depts.ttu.edu/registrar/academicstanding/)), grade replacement ([www.depts.ttu.edu/registrar/Grade\\_Replacement.php](http://www.depts.ttu.edu/registrar/Grade_Replacement.php)), and grade point average calculations (<https://catalog.ttu.edu/>).

#### 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 Educational 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) FALL SEMESTER

##### i) 1st Week of May

- (1) The Estacado ECHS will provide the TTUD with the estimate of Fall courses for the purpose of securing TTU instructors before TTU summer begins.

##### ii) 1st Week of July

- (1) LISD will submit a tentative roster of incoming Fall ECHS students to the TTUD.
- (2) The Estacado ECHS will produce an ECHS schedule, detailing which dual credit courses are being requested and how many of each section are needed.
- (3) The TTUD shall supply a corresponding list of required textbooks.
- (4) LISD and TTU will collaborate to ensure incoming ECHS students are admitted to TTU as non-degree seeking students.

##### iii) 1st Week of August

- (1) Mandatory dual credit instructor training and syllabus checks.
- (2) Final Fall course rosters submitted by LISD to TTUD

b) **SPRING SEMESTER**

i) **1st Week of November**

- (1) LISD will submit a tentative roster of incoming Spring ECHS students to the TTUD.
- (2) The Estacado ECHS will produce an ECHS schedule, detailing which dual credit courses are being requested and how many of each section are needed.
- (3) The TTUD shall supply a corresponding list of required textbooks.
- (4) LISD and TTU will collaborate to ensure incoming ECHS students are admitted to TTU as non-degree seeking students.

ii) **1st Week of January**

- (1) Final Spring course rosters submitted by LISD to TTUD.

c) **SUMMER SEMESTER**

i) **1st Week of March**

- (1) LISD will submit a tentative roster of incoming Summer ECHS students to the TTUD.
- (2) The Estacado ECHS will produce an ECHS schedule, detailing which dual credit courses are being requested and how many of each section are needed.
- (3) The TTUD shall supply a corresponding list of required textbooks.

ii) **1st Week of May**

- (1) Final Summer course rosters submitted by LISD to TTUD.

Note: ECHS course and section requests 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. Any Instructor of Record for a TTU dual credit course for Estacado ECHS who, in the course and scope of their employment, witnesses or receives information about sexual harassment, sexual assault, dating violence, and/or stalking that involves an Estacado ECHS student or an Estacado ECHS employee must promptly report the incident to both the TTU's and EHS' Title IX Coordinator/Administrator or a Deputy Title IX Coordinator/Administrator. TTU and EHS will coordinate to ensure that any matter involving allegations between students is adjudicated and that resources are provided in accordance with applicable law and TTU/LISD policies. Regarding allegations involving instructors or staff, the investigation and determination will be conducted by the entity who employs the Instructor of Record.

19) **PERFORMANCE EVALUATION AND 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 the start-up funds. LISD will provide local funds for instructional, administrative, professional development, and maintenance of facility costs. TTU will provide the administrative and instructional services described in this Agreement.

## **21) 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.

## **22) 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 after the date hereof, and duly executed by an authorized representative of the parties hereto.

## **23) TERM, RENEWAL, AND TERMINATION OF AGREEMENT**

The Agreement shall be effective upon signature by both parties and expires 5 years from the date it is signed, with agreement, evaluation, and renegotiation to occur at least 3 months prior to the expiration date. The Agreement will be reviewed on an annual basis and the parties may mutually agree in writing to renew the Agreement for successive one (1) year terms. Either TTU or LISD may terminate this Agreement for any reason by providing 90 days prior written notice to the other party. In this event, the date of termination will be the day after the end of the semester during which the 90-day period expires. It is the intent of the parties that no termination shall be made which will disrupt the academic progress of students currently enrolled in the ECHS unless the parties mutually agree in writing. In the event of termination, the ECHS will continue to provide all previously agreed-upon courses and services to all currently enrolled students. Both LISD and TTU will retain their full commitments to the operation of the ECHS during the period of termination concluding with the graduation of any students currently enrolled at the time at which the termination is invoked. While in the process of termination or at any point after which termination has been invoked, no additional students may be enrolled in the ECHS.

## **24) 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, which shall provide general liability coverage for professional liability, property damage, and bodily injury, or a self-insurance program.

## **25) 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.

## **26) 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.

## **27) 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 the relation to performance of any obligation or duties under this Agreement is prohibited.

## **28) 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  
2500 Broadway  
Lubbock, Texas 79409

With a copy to:  
Texas Tech University Procurement Services  
Attn: Contracting  
Texas Tech Plaza  
1901 University Avenue, Suite 408  
Lubbock, Texas 79411 [contracting@ttu.edu](mailto:contracting@ttu.edu)

**29) 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.

**30) 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 restriction 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 of 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.

**31) CAPTIONS**

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

**32) TRAFFICKING OF PERSONS**

Under §2155.0061, Texas Government Code, LISD certifies that the individual or business entity named in this 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.

**33) AUTHORITY**

The signers of this Agreement hereby represent and warrant that the authority to execute 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 24<sup>th</sup> day of August, 2023.

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

**Signatures:**

**Texas Tech University**  
Referred to herein as "TTU"

Lawrence Schovanec  
Lawrence Schovanec (Aug 28, 2023 15:06 CDT)

Lawrence Schovanec, Ph.D.  
President

Aug 28, 2023  
Date

**Lubbock ISD**  
Referred to herein as "LISD"

Kathy Rollo  
Kathy Rollo, Ed.D.  
Superintendent

8/24/2023  
Date

ARTICULATION AGREEMENT  
For and 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 Texas Tech University (hereinafter referred to as "TTU"), and Lubbock Independent School District, (hereinafter referred to as "LISD"), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS, the parties to this Agreement desire to continue an Early College High School ("ECHS") at Estacado High School ("EHS") in the Fall 2022 academic year, serve 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 EHS 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 careers 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; and

WHEREAS, TTU and LISD are authorized by state law to establish and enter into agreements for dual credit programs, the parties agree as follows:

**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 ECHS, ECHS Director, EHS Associate/Assistant Principal, TTU Institution of Higher Education (IHE) Liaison or representative, and any additional personnel from TTU and LISD as necessary.
  - ii. **District Committee:** LISD Associate Superintendent, Executive Principal for the ECHS, LISD Assistant Superintendent for Curriculum and Instruction, LISD Chief Technology Officer or representative, EHS Campus Principal, ECHS Director, the TTU IHE Liaison, and any additional personnel from TTU and LISD as necessary.

- iii. **Executive Committee:** LISD Superintendent, LISD Associate Superintendent, Executive Principal for the ECHS, TTU Provost, TTU Vice Provost for eLearning & Academic Partnerships or their designee, Deans or representatives of TTU Colleges represented in the curricular agreement, and any additional personnel from TTU and LISD as necessary.
- b. In collaboration with LISD leadership, 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 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 authority.

LISD will be responsible for payment of benefits, if any, to the Estacado ECHS Director, and the Estacado ECHS 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 Estacado ECHS Director.

Should the Estacado ECHS 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 Estacado ECHS 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 Commission on Colleges ("SACSCOC") faculty credentialing for college credit courses. As noted in 1b. above, TTU dual credit faculty will be appointed and evaluated by TTU with input from LISD when appropriate. 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 EHS, 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 the baccalaureate degree plans. The IHE Liaison will coordinate with LISD, the Vice Provost for eLearning & Academic Partnerships or their designee, 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 IHEs and associated programs (e.g. 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 Estacado ECHS, TTU colleges participating in the ECHS, and the TTU Vice Provost for eLearning & Academic Partnerships or their designee 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 the students' total workload; and
- 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 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 additional "ECHS Coaching" class periods as necessary to assist in progress monitoring, reporting, and academic interventions, or, one or more full-time Dual Credit Success Coaches will be employed by LISD to assist progress monitoring, reporting, and academic support interventions.
- New ECHS students will be enrolled in an AVID elective course designed to provide additional academic and social-emotional supports

Upon matriculating at TTU, ECHS students will be provided with the support from the following units:

- TTU University ID
- TTU University Libraries
- TTU Information Technology;
- TTU Academic Affairs;
- TTU Student Affairs;
- TTU Undergraduate Admissions; and
- TTU Student Financial Aid.

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 the support from the Estacado ECHS counseling staff) which specifically aligns students' high school endorsement planning with 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 the 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 the publicly accessible TTU academic facilities, such as the TTU Library, within normal operating hours. Transportation to the 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 bill regular tuition and fees to student financial accounts and will process appropriate dual-credit exemptions such tuition and fees resulting in state funding eligibility for dual credit courses at Estacado ECHS that will result in a student financial obligation of \$0 for TTU tuitions and fees.

LISD will pay all course instructor costs directly or will reimburse TTU at a rate of \$1,750 per course SCH for any dual credit coursework offered at ECHS and in which students are enrolled. TTU will provide an account of all instruction and fee costs and will invoice LISD for that amount. LISD will assume responsibility for the timely payment of all ECHS expenses for students enrolled in Estacado ECHS courses no more than 60 days after receiving an invoice from TTU.

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. All course sections, except sections of ENGL 1301 and 1302, 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 relevant TTU Academic Department. Enrollment in ENGL 1301 and ENGL 1302 is capped at 20 students per section. Requests for exceptions to this cap, up to a possible enrollment of 24 students per section, must be submitted by Estacado ECHS Director to the IHE Liaison and appropriate TTU support staff no later than 15 days prior to the start of the TTU term for which the exception is being made. The exception request will be reviewed by the Chair to the TTU Department of English in consultation with the designated instructor(s) of record for the sections in question.

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

For every student enrolling for the first time in the Estacado ECHS, LISD will pay TTU a non-refundable student fee of \$450 during the Spring semester.

Instructor and fee costs will be reviewed annually and may be adjusted upon mutual written agreement of the parties. Additionally, fees may be increased if TTU and LISD agree in writing 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.

#### **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 45 days prior to the first day of TTU classes. If the instructor is paid by LISD, EHS campus administration must be consulted on any new textbook or other instructional resource expenditures.

LISD will be responsible for purchasing all required textbooks, supplemental materials, online homework system licenses, and digital content licenses. Compliant with Texas H.B. 3650, TTU and LISD will consider the use of "free or low-cost open educational resources" for all courses offered. 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. TECHNOLOGY**

TTU Information Technology Division will provide support to the Estacado ECHS students who matriculate at TTU. Typical support will include

- a. E-Raider Management
- b. TTU E-mail Support
- c. Blackboard Support

#### **11. DATA SHARING**

TTU Undergraduate Admissions will process/admit ECHS students in accordance with TTU's standard admissions procedures. There will be no need for a data transfer process.

**12. STUDENT RECRUITMENT AND SELECTION** To secure the broadest applicant pool possible, LISD and the Estacado ECHS will recruit eighth grade students at all LISD middle schools. The 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 will be conducted as necessary by the ECHS Director, EHS Associate/Assistant Principal, and any additional TTU or LISD personnel as needed.

### **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. Students seeking to enroll in dual credit courses will be required to take the Texas Success Initiative Assessment 2.0 (TSIA2) in place of TSI-A after its release on August 31, 2020. 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. Pursuant to TTU OP 34.04, TTU dual credit faculty members are expected to follow the attendance policies specified by their departments and/or colleges. Those policies must be published in all of TTU's ECHS dual credit syllabi. TTU's ECHS dual credit courses must provide the same number of contact hours as do the corresponding courses taught at TTU. Contact hours required for each course are determined by the number of semester credit hours generated by each course bears. The credit to contact hour ratio is 1:15.

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 ("FERPA") 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 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 exception of those courses specifically aligned with high school AVID courses, dual credit courses will consist solely of the college-level coursework and the minimum amount of supplementary content necessary for satisfying 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 the International Baccalaureate or Advanced placement high school courses.
- b. Dual credit teachers will be required to follow the LISD Secondary Grading Guidelines for the high school credit and/or grade that students receive on their transcript. 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 are subject to all TTU policies regarding academic standing (<https://www.depts.ttu.edu/registrar/academicstanding/>), grade replacement ([https://www.depts.ttu.edu/registrar/Grade\\_Replacement.php](https://www.depts.ttu.edu/registrar/Grade_Replacement.php)), and grade point average calculations (<https://catalog.ttu.edu/content.php?catoid= 11&navoid= 1210>).

#### **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 Educational 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. FALL SEMESTER**

###### **1<sup>st</sup> Week of May**

- The Estacado ECHS will provide the TTU IHE Liaison with the estimate of Fall courses for the purposes of securing TTU instructors before TTU summer begins

###### **1<sup>st</sup> Week of July**

- The Estacado ECHS will produce an ECHS schedule detailing which dual credit courses are being requested.
- The IHE Liaison shall supply a corresponding list of required textbooks.

###### **3<sup>rd</sup> Week of August**

- Preliminary Fall course rosters submitted by LISD to TTU IHE Liaison.

##### **b. SPRING SEMESTER**

###### **1<sup>st</sup> Week of November**

- The Estacado ECHS will produce an ECHS schedule detailing when dual credit courses are being requested
- The IHE Liaison shall supply a corresponding list of required textbooks

###### **3<sup>rd</sup> Week of September**

- LISD and TTU will collaborate to incoming ECHS students are admitted to TTU as non-degree seeking students
- LISD will submit roster of incoming ECHS students to the IHE Liaison

###### **1<sup>st</sup> Week of January**

- Preliminary Spring course rosters submitted by LISD to TTU IHE Liaison.

##### **c. SUMMER SEMESTER**

###### **1<sup>st</sup> Week of March**

- The Estacado ECHS will produce an ECHS schedule detailing when dual credit courses are being requested
- The IHE Liaison shall supply a corresponding list of required textbooks.

###### **1<sup>st</sup> Week of May:**

- Preliminary Summer course rosters submitted by LISD to TTU IHE Liaison.

Note: ECHS course and section requests 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. Any Instructor of Record for a TTU dual credit course for Estacado ECHS who, in the course and scope of their employment, witnesses or receives information about sexual harassment, sexual assault, dating violence, and/or stalking that involves an Estacado ECHS student or an Estacado ECHS employee must promptly report the incident to both TTU's and EHS' Title IX Coordinator/Administrator or a Deputy Title IX Coordinator/Administrator. TTU and EHS will coordinate to ensure that any matter involving allegations between students is adjudicated and that resources are provided in accordance with applicable law and TTU/LIS policies. With regard to allegations involving instructors or staff, the investigation and determination will be conducted by the entity who employs the Instructor of Record.

### **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 the 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. 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 TIU that have been executed to address these specific issues.

### **22. 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.

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

The Agreement shall be effective upon signature by both parties and expires August 31, 2027 with agreement evaluation and renegotiation to occur during June and July 2027. The Agreement will be reviewed on an annual basis and the parties may mutually agree in writing to renew the Agreement for successive one (1) year terms. Either TTU or LISD may terminate this Agreement for any reason or no reason by providing 90 days prior written notice to the other party. In this event, the date of termination will be the day after the end of the semester during which the 90-day period expires. It is the intent of the parties that no termination shall be made which will disrupt the academic progress of students currently enrolled in the ECHS unless the parties mutually agree in writing. In the event of termination, the ECHS will continue to provide all previously agreed-upon courses and services to all currently enrolled students. Both LISD and TTU will retain their full commitments to the operation of the ECHS during the period of termination concluding with the graduation of any students currently enrolled at the time at which the termination is invoked. While in the process of termination or at any point after which termination has been invoked, no additional students may be enrolled in the ECHS.

### **24. 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, which shall provide general liability coverage for professional liability, property damage, and bodily injury, or a self-insurance program.

### **25. 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.

### **26. 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.

**27. 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 the relation to performance of any obligation or duties under this Agreement is prohibited.

**28. 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  
2500 Broadway  
Lubbock, Texas 79409

With a copy to:

Texas Tech University Procurement Services  
Attn: Contracting  
Texas Tech Plaza  
1901 University Avenue, Suite 408  
Lubbock, Texas 79411 [contracting@ttu.edu](mailto:contracting@ttu.edu)

**29. 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.

**30. 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 restriction 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 my 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.

**31. CAPTIONS**

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

**32. TRAFFICKING OF PERSONS**

Under §2155.0061, Texas Government Code, LISD certifies that the individual or business entity named in this 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.

**33. AUTHORITY**

The signers of this Agreement hereby represent and warrant that the authority to execute 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 \_\_\_ day of \_\_\_\_\_, 2022

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

**Signatures:**

**Texas Tech University**  
Referred to herein as "TTU"

**Lubbock ISD**  
Referred to herein as "LISD"

Signature: \_\_\_\_\_

*Jennifer Adling*  
Jennifer Adling (Jul 19, 2022 10:27 CDT)

Email: jennifer.adling@ttu.edu

Jul 19, 2022

Date

Name  
Title

Date

DocuSigned by:

*Dr. Kathy Rollo*

8D3FD6B8-D790-46B5-9991-587DA4A49CA7

Name  
Superintendent

6/30/2022

Date

Name  
Title

Date