## Articulation Agreement Between Odessa College and Texas Tech University Health Sciences Center

This Agreement is made and entered into by and between TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, a public institution of higher education in the State of Texas (hereinafter "TTUHSC"), on behalf of its School of Health Professions. Department of Healthcare Management and Leadership and ODESSA COLLEGE, a public community college (hereinafter "OC").

This agreement serves to facilitate the admission and academic transfer of students from OC to the BSHM program through the TTUHSC School of Health Professions.

As students progress toward successful completion of the Associate of Applied Science (AAS) degree at OC, this Agreement will assist the seamless transition of students into the TTUHSC SHP BSHM program as distance education students according to the provisions and conditions below:

- 1. OC students who meet the requirements set forth below will be considered for admission to the TTUHSC SHP BSHM Program. If admitted, these students will not have any outstanding provisions to matriculation within the program:
  - a. Students must have an earned AAS degree in a healthcare or related field:
  - b. Students must have maintained an overall grade point average of a 2.5 at OC: and
  - c. Students must complete all 42 hours of the common core curriculum requirements for the BSHM degree, as currently required by the Texas Higher Education Coordinating Board (Texas Education Code 61.822). Students may transfer up to 48 semester technical credit hours at the discretion of the BSHM program director.
- 2. This agreement will be reviewed on an annual basis and may be amended by mutual written consent of both parties by issuing an addendum to this agreement.
- 3. This Agreement shall start September 1, 2017 and remain in effect through August 31. 2018. This Agreement shall renew automatically on a year to year basis unless terminated in accordance with the following.
  - Either party may terminate this Agreement with or without cause by giving the other party 120 days written notice.
- 4. Dispute Resolution. In the event that TTUHSC and OC hereto fail to agree with respect to any matter covered by this agreement, other than termination without cause, this issue in dispute shall be submitted to non-binding arbitration or to mediation, conducted pursuant to Chapter 154. Alternate Dispute Resolution Procedures. Texas Civil Practice and

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Remedies Code, each party to be responsible for its own costs. This clause will survive the expiration or termination of the Agreement, whether for cause or without cause.

- 5. Venue and Governing Law. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice and Remedies Code and any amendments thereto.
- 6. Authority.
  - a. The person(s) executing this Agreement on behalf of TTUHSC and OC warrant and guarantee that each has been duly authorized to execute this Agreement on behalf of the parties and to validly and legally bind the parties to all of its terms. performances, and provisions.
  - b. Neither TTUHSC nor OC shall have the authority to represent or otherwise bind the other, nor shall any of their respective agents, employees or representatives be constructed to be the agent, employee or representative of the other.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this Agreement.

Texas Tech University Health Sciences Center

9-14-2017 Aug 28, 2017 Date

