Amended and Restated **Articulation Agreement** Between

Panola College and Texas Tech University Health Sciences Center

This Amended and Restated Articulation Agreement (CON593657) 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 PANOLA COLLEGE, a public community college (hereinafter "PC") and supersedes all previous agreements. As students progress successfully toward completion of the associate of Applied Science degree, this agreement will ensure the seamless transition of students into the Bachelor of Science in Healthcare Management ("BSHM") program according to the provisions and conditions below:

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

As students progress successfully toward completion of the Associate of Applied Science degree at PC, this Agreement will assist the seamless transition of students into the TTUHSC School of Health Professions BSHM program as distance education students according to the provisions and conditions below.

- 1. PC students who meet the requirements set forth below will be considered for admission to the TTUHSC School of Health Professions 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 an allied health field;
 - b. Students must have maintained an overall grade point average of a 2.5 at PC; 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 TTUHSC 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 March 1, 2018 and remain in effect through February 28, 2019. 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.



TTUHSC

- 4. Dispute Resolution. In the event that TTUHSC and PC 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 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 PC 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 PC 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.

Date

IN WITNESS WHEREOF, the undersigned Parties bind themselves to the faithful performance of this Agreement. Vice President and Chief Financial Officer Vice President of Instruction College Panola College Texas Tech University Health Sciences Center 3-5-18 Feb 20, 2018

Date