

FIRST AMENDMENT AND RESTATEMENT
OF THE
ARTICULATION AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT EL PASO
AND
EL PASO COMMUNITY COLLEGE

This First Amendment and Restatement of the Articulation Agreement (“Agreement”) is made effective as of the date of last signature below, by and between **The University of Texas at El Paso** (“UTEP”) and **El Paso Community College** (“EPCC”).

WHEREAS, on February 26, 2009, UTEP and EPCC entered into an Articulation Agreement (“Original Articulation Agreement”), whereby the parties formally recognized they are active partners in enhancing educational opportunities for the mutual students between both institutions; and

WHEREAS, UTEP and EPCC agree that certain amendments need to be made concerning the ongoing relationship between the two institutions.

NOW, THEREFORE, for good and valuable consideration, it is hereby agreed and restated as follows:

1. Restatement.

The parties hereto expressly agree to amend and restate, and hereby replace and supersede in its entirety the Original Articulation Agreement.

2. Introduction

This Agreement formally recognizes that UTEP and EPCC continue to be active partners in enhancing educational opportunities for our mutual students who are attending or transitioning between both institutions.

3. Purpose of the Agreement

This Agreement establishes the continued expectations for mutual cooperation and the types of articulation activities to occur between UTEP and EPCC. The principal goal of this continued partnership is a commitment to facilitate the transfer of degree-seeking students between both institutions, further develop various methods by which students can receive and apply credit for particular coursework, and support the missions of both institutions.

4. Articulation Plans and Transfer Guides

- a. This Agreement authorizes the formalization of activities necessary to create specific articulation plans (“Articulation Plans”) and transfer guides (“Transfer Guides”) that will maximize the transfer and applicability of credits and progression toward degree completion

as students move between institutions. Articulation Plans outline the articulation-related responsibilities and commitment of the academic units of each institution overseeing specific academic programs or majors where transfer pathways have been established.

- b. Transfer Guides provide students a guide to indicate which courses students should take at EPCC that will apply academic credit towards the receiving program at UTEP.
- c. The content of the Articulation Plans and Transfer Guides will vary according to degree plan or major, and guarantee students the particular course and program arrangements established in the specific plan.
- d. The goal of such Articulation Plans and Transfer Guides is to allow students to successfully complete their core curriculum and major program requirements at EPCC for the successful completion of their degree or credential and, upon admission to UTEP, to utilize all the coursework completed in the most efficient way possible so that they may proceed directly into the major and support courses required for the baccalaureate degree.
- e. The process for generating Articulation Plans and/or Transfer Guides is as follows:
 - i. Either institution may initiate the development of Articulation Plans and/or Transfer Guides by working through their program coordinators or deans (in conjunction with faculty), institutional curriculum coordinators, EPCC's Office of Curriculum and Instructional Development, UTEP's Provost's Office, and/or other appropriate administrators as established by each of the institutions.
 - ii. Each Articulation Plan and/or Transfer Guide should follow a consistent and mutually agreed upon format. Each Articulation Plan shall include as an attachment the corresponding Transfer Guide.
 - iii. To the extent possible, learning objectives, student learning outcomes and outcomes assessment should be coordinated, both in terms of process and content, as part of articulation efforts related to both the core curriculum, field of study curricula, and other programs.
 - iv. The development and implementation of specific Articulation Plans and/or Transfer Guides should be concluded as follows:
 - (1) For development and implementation changes that do not affect existing Transfer Guides or either institution's catalog these should be completed in a timely manner.
 - (2) For development and implementation changes that will affect existing Transfer Guides or either institution's catalog, timeline shall be subject to, and in accordance with the catalog change deadlines for each institution, and should apply to the appropriate coursework completed or being taken by students eligible or potentially eligible for the indicated degree.
 - v. All Articulation Plans should be approved at each institution in accordance to their internal operating procedures, which may include its faculty, program directors, and any relevant higher-level administrators after being reviewed by the appropriate individuals in charge of monitoring curriculum at each institution. Administrators charged with oversight of the respective programs at each institution should sign each Transfer Plan which may be shared in hardcopy or electronic transmission with the Curriculum Office at EPCC and the Provost's Office at UTEP. These offices are also responsible for following up on any compliance requirements, including yet not limited to notifying or to securing approvals from The University of Texas System and/or the

Texas Higher Education Coordinating Board, as well as ensuring that the final approved Articulation Plans are disseminated to the appropriate individuals in their corresponding institutions for wider distribution.

- vi. Upon final approval by each institution, the Articulation Plans become effective immediately unless otherwise indicated in the corresponding Transfer Plan, and this status should be reported in the minutes of the EPCC/UTEP Articulation Committee.
 - vii. Both parties will distribute the Articulation Plans and Transfer Guides as soon as possible to their counselors, academic advisors, the appropriate faculty and staff members, as well as publish current and past transfer guides in print or via online links on their web pages. Students as a whole or as targeted by degree plan may also be notified regarding the availability of these documents through flyers, e-mails, bulletins, and/or letters.
- f. The effectiveness of the transfer and/or concurrent enrollment process should be assessed by the parties on an annual basis to ensure ongoing improvement.

5. Changes Impacting Articulation Plans and Published Transfer Guides

- a. The Office of Curriculum and Instructional Development at EPCC and the Provost's Office at UTEP, or each party's designee, may initiate a review of Articulation Plans and Transfer Guides, which should be revised at least annually or whenever needed to reflect the corresponding program and/or course changes indicated by the latest editions of the catalogs of each institution or of any changes in accrediting-agency or state-mandated requirements that might also impact such Articulation Plans.
- b. A change in program administrators shall not result in a failure to honor any of the agreed upon items in the most current signed Transfer Plan.
- c. Any revisions to an Articulation Plan and/or Transfer Guide will be reviewed and approved by the respective program representatives, Office of Curriculum and Instructional Development at EPCC, and the Provost's Office at UTEP, or each party's designee. Each Articulation Plan and/or Transfer Guide shall establish its approval date to assist in maintaining the most current Articulation Plans.
- d. If the required revisions are deemed to be substantial in nature, the corresponding Articulation Plan and/or Transfer Guide must be re-approved.
- e. Electronic and/or paper copies of such Transfer Guides that are disseminated to students should indicate the date of the last review.
- f. Students will not be penalized by any errors or changes made by either UTEP or EPCC on the published Transfer Guides. The institutional parties shall, in a timely manner, work with students affected by errors or changes on the Transfer Guides, in accordance with each party's procedures to identify a satisfactory resolution to any issues encountered during their completion of the pathway.

6. Admissions, Recruiting, and Information Sharing

- a. The parties will cooperate to facilitate all admission and recruiting activities related to this Agreement and subject to applicable law and limitation, will provide one another with student information relevant to these articulation activities.
- b. Students must adhere to UTEP transfer policies including, but not limited to the following:
 - i. Students will begin their degree plan with a specific catalog year at EPCC and, subject to applicable rules, may continue with that original catalog year, or a later one, when transferring to UTEP, and vice versa.
 - ii. Students are required to earn grades of "C" or better in specific program courses, and comply with overall grade point average requirements of each party.
 - iii. Some programs may require higher grades and/or grade point averages, specific course sequencing, or have other special admission or academic requirements. Said specific requirements will be indicated on the corresponding Transfer Guide and Articulation Plan.
 - iv. Students shall be advised that if they change their major when transferring to UTEP, said change will impact the applicability of previously established course credits and progression towards degree completion.
- c. Students from the originating institution shall meet all admission requirements of the receiving institution.
- d. Admission to the receiving institution does not guarantee admission to all degree programs. Some programs have established additional criteria and/or requirements for admission to their specific program. In addition to being in the catalog, this information should be stated on the corresponding Articulation Plans and Transfer Guides.
- e. The receiving institution will evaluate transfer credits based upon the official transcripts submitted for admission.
- f. UTEP will have a recruiting presence and participate in prospective transfer student advising events and/or fairs held at EPCC throughout the academic year. EPCC will collaborate with UTEP on scheduling events and visits and will provide space, equipment, and other appropriate materials for the use of representatives from UTEP while on any EPCC campus where such events are planned.
- g. Any joint promotional materials should meet the graphic and branding standards for both institutions as approved by each party's corresponding offices. At the time of execution of this Agreement, the corresponding offices shall be the EPCC Office of External Relations, Communication and Development and the UTEP Office of University Communications.
- h. Representative UTEP advisors and EPCC counselors will meet at least twice a year for information sharing and troubleshooting. They will report on areas of concern to the Office of Curriculum and Instructional Development at EPCC and the Provost's Office at UTEP, or the corresponding institutional designees.

7. Texas Common Course Numbering System (TCCNS)

- a. The parties will cooperate to facilitate transfer of freshman and sophomore level general academic coursework utilizing the Texas Common Course Numbering System (TCCNS) as outlined in the Academic Course Guide Manual (ACGM), to assist students and their advisors in determining course equivalency and degree applicability of transfer credit.
- b. Each party's academic programs will identify Texas Common Course Numbers (TCCNs) during the articulation planning phase.
- c. UTEP will update TCCNs accordingly to ensure accurate evaluation of transfer credit and publish TCCNs under each appropriate course entry in the course description section of the undergraduate catalog.

8. Joint Activities to Encourage Degree Completion

- a. UTEP understands EPCC's mission to educate residents of its service area and to award associate degrees and will assist EPCC in its mission.
- b. Through its promotion of the established academic pathways and publishing of Transfer Guides, UTEP will encourage students to complete their associate's degree at EPCC then transition to UTEP to earn a baccalaureate degree.
- c. Subject to applicable law and limitation, UTEP will provide aggregate data concerning the performance of its EPCC transfer students as compared with UTEP native students. Subject to applicable law and limitation, the parties will work together to build common databases and exchange data on all aspects of transfer student preparation and performance.
- d. The parties shall continue to cooperatively facilitate the reverse transfer process and increase the number of graduates at EPCC. Both parties will continue supporting automatic data exchange protocols, transcript evaluation, student notification of graduation eligibility, and awarding of associates degrees.
- e. EPCC will report any problems or challenges related to articulation activities to UTEP through its designated office whose representative will work with UTEP's designated office to help mediate a solution. At the time of execution of this Agreement, the designated offices shall be for EPCC the Office of Curriculum and Instructional Development, and for UTEP the Provost's Office.

9. New Collaborative Projects

- a. The parties will continue to explore new collaborative projects that seek to improve the success of transfer students, including but not limited to the following:
 - i. Development of new baccalaureate degree-completion programs for students with associate of applied science, associate of arts, associate of arts in teaching, and associate of science degrees or related certificates;
 - ii. Sharing of ideas and coordinating efforts wherever possible for the development and assessment of learning outcomes related to similar program areas, the core curriculum, and

field of study; and

- iii. Coordinating successful pathways across programs with specialized admissions/audition and placement exams to improve student preparedness and success.

10. Budgetary Considerations

No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement.

Resources for implementation of this Agreement and/or any Articulation Plans arising herefrom may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement and/or Articulation Plans unless specifically stated otherwise in a specific agreement or Articulation Plan. No implementation of any portion of this Agreement may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement an Articulation Plan and funding for such purposes is not appropriated to that party or is not otherwise available to the party, the party shall have no further financial obligations upon such determination. Should either party not have funding to carry out any obligations of a particular articulation effort conducted under an Articulation Plan, it shall immediately notify the other party of such fact and of such portions of the Articulation Plan that may be deemed terminated or modified due to the lack of funding.

11. Term

This Agreement becomes effective upon execution of both parties and shall remain in full force and effect until one party terminates the Agreement in accordance with the terms and conditions established herein. If either party wishes to terminate this Agreement, which in effect renders all the Transfer Guides it authorizes null and void, a request in writing from the president of one institution must be sent to the president of the other. Any termination of this Agreement requires at least a six (6) month prior written notice. If the end of said six (6) months falls during an academic semester, the effective date of termination will be extended to the end of the semester then occurring.

However, this Agreement may be amended and/or restated at any time by the parties, but any such action will require the signatures of the presidents of each institution and will in no way affect the status of any Articulation Plans authorized under the Original Articulation Agreement, and/or this Agreement, unless the new agreement and/or restatement so specifies.

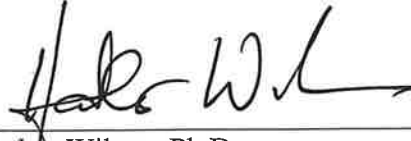
12. FERPA.

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the parties hereby designate each other as a school official with a legitimate educational interest in the educational records of the students who participate in a program, transfer or other related activity arising from this Agreement to the extent that access to the records are required by the parties to carry out the activities arising from this Agreement. The parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

IN WITNESS WHEREOF, the parties hereto, having represented and warranted their authority to enter into and execute this Agreement, have executed this Agreement effective as of the last date written below.

El Paso Community College

The University of Texas at El Paso



William Serrata, Ph.D
President

Heather Wilson, Ph.D
President

Date: 11/15/21

Date: 11/15/21