



HOUSTON COMMUNITY COLLEGE

Office of the Chancellor Signature Request Form

URGENT
(Please include explanation in summary box. Also, please note we cannot guarantee same day signatures)

Chancellor
 Sr. Vice Chancellor

OGC# 5651
Office of the Chancellor
ML957
July 27, 2020
<i>Do not write in this area</i>

Date Submitted: 07/23/2020

Date Needed:

From: Dr. Miguel Ramos

Phone Number: 713-718-8542

Amount: (if applicable)

hcc.ogccontracts@hccs.edu

Return to: Cynthia Tello

Will Pick up
 Return via interoffice mail Mail Code:

Contact Email: cynthia.tello@hccs.edu

Brief Summary:
(Include Document Type)

Articulation Agreement between Houston Community College (HCC) and LIM College for the purpose of creating transfer opportunities between institutions. The agreement outlines the general provisions and terms for the partnership including transfer of credit, data sharing, cooperative advising, and termination. An addendum describing the specific program transfer details will follow.

By signing and checking below I agree that I have reviewed the above referenced document(s) in its entirety and attest that (1) I fully reviewed and understand all of its requirements, assertions, statements, and provisions (as applicable), (2) that all business/financial terms are accurate, complete, and enforceable, and (3) that any goods/services covered by the above referenced document have been procured in accordance with all applicable provisions of Texas law, regulations, and HCC's policies and procedures.

Signature: *Miguel Ramos* Print Name: Dr. Miguel Ramos Title: AVC, Curriculum Date: 7/7/20

Signature: *Norma Perez* Print Name: Dr. Norma Perez Title: VC, Instructional Services Date: Jul 16, 2020
Norma Perez (Jul 16, 2020 09:56 CDT)

Signature: *Izzy Anderson* Print Name: Izzy Anderson Title: Assistant General Counsel Date:

***All signature request over \$100,000 must include a copy of the Board Approved Action item and Minutes. This information can be found on the HCC website via the following: www.hccs.edu/district/about-us/boardoftrustee/board-meetings/

To Ensure Timely Processing:

- Signature request form must be typed, filled out entirely and correctly.
- All pages requiring signature must be clearly flagged (please remove staples).
- All documents must be completely filled out.
- All signature request must be submitted a minimum of three (3) days before needed. Requested return date cannot be guaranteed. All Approval Signatures must be obtained prior to submission to the Office of the Chancellor.

****Failure to do adhere to the above can result in your documents being returned and may affect processing time.**



**HOUSTON COMMUNITY COLLEGE
OFFICE OF THE GENERAL COUNSEL
CONTRACT REVIEW CERTIFICATION**

DATE	7/23/2020
CONTRACT NUMBER	5651
CONTRACT TYPE	Articulation Agreement
END USER/ SUBMITTING DEPT.	Dr. Norma Perez
VENDOR NAME	LIM College
ASSIGNED ATTORNEY	Izzy Anderson

OFFICE OF GENERAL COUNSEL CERTIFICATION:

I have reviewed the aforementioned contract entirely and attest that it: (a) does not contain legally prohibited provisions; (b) includes all legally required provisions; and (c) is not otherwise objectionable on legal, as opposed to administrative, grounds; except as noted in any attached memorandum.

Signature: _____ *Izzy Anderson*

The END USER/SUBMITTING DEPARTMENT understand and acknowledge the following:

- 1) The goods/services covered by the contract have been procured in accordance with all applicable provisions of Texas law, regulations, and HCC's policies and procedures;
- 2) Confirms that all contract terms and provisions are clearly and accurately stated;
- 3) End user has reviewed and understands all provisions of the contract;
- 4) It is the end user's responsibility to ensure that all business terms contained in the contract are accurate, complete, and enforceable; and
- 5) End user ensures the contract is in compliance with all applicable laws and regulations.

Please notify Sharon Flowers, Contracts Administrator, immediately if there are any concerns with the above.

Articulation Agreement

Houston Community College & LIM College

This formal Articulation Agreement (“Agreement”) is entered into by Houston Community College (“HCC”), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas, 77002, and LIM College (“LIM”), public institution of higher education, whose main office address is at 12 E 53rd ST, New York, NY 10022. By this agreement, effective as of 06/08/2020, HCC and LIM, collectively known as “Parties” or “Institutions”, express a shared commitment to increase opportunities for student access to, and success in, higher education. By clarifying transfer policies and procedures that assure articulation between programs, the Institutions seek to forge a seamless transfer from the associate to the baccalaureate degree.

General Provisions and Terms

1. Purpose. This Agreement formally recognizes that both institutions are active educational partners, committed to providing greater educational opportunities and services for students transferring between institutions. Student benefits include: scholarships and joint admissions.
2. Transfer of Credit. The Institutions will develop agreements by major which will clearly delineate courses to be taken at HCC and those to be completed at LIM. These specified, individualized degree maps will be between the parties in service of the students who choose to participate in these plans. These degree maps will outline recommended courses toward a degree at LIM for HCC students and specify the number of credits from HCC that are transferable to LIM degree programs. These degree maps shall be developed by each party and incorporated for all purposes into this Agreement as Addendum(s).
3. Data Sharing. HCC and LIM agree to exchange data that will contribute to the maintenance and improvement of these transfer arrangements, and promote effective cooperation between the two institutions and agree to protect students’ privacy and guard against the unauthorized release of identifying student information and records in accordance with the Family Educational Rights and Privacy Act (FERPA), and comply with all applicable requirements regarding data sharing and storage of student records. HCC will provide the following data elements to LIM on an annual basis, to the extent permitted by FERPA:
 - a. Directory information, as designated by HCC, for students who have expressed a stated interest in transferring to LIM;
 - b. Major area of interest for students who have expressed a stated interest in transferring to LIM; and
 - c. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both Parties.

LIM will provide the following data elements to HCC on an annual basis, to the extent permitted by FERPA:

- a. Directory information for students living in the HCC service area;
- b. Degree name and completion status of HCC transfer students;
- c. Semesters attended by HCC transfer students;
- d. Hours completed by HCC transfer students;
- e. Grade Point Average of HCC transfer students, and
- f. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both institutions.

HCC agrees that data transferred from LIM to HCC is and shall remain the sole and exclusive property of the LIM. LIM agrees that the data transferred from HCC to the LIM is and shall remain the sole and exclusive property of HCC.

In the event that FERPA prohibits the disclosure of any of the above data elements, the institution controlling that information shall not be in breach of this Agreement for failure to disclose those data elements.

4. **Cooperative Advising.** Cooperative Advising allows students to access academic advisors at both institutions for the purpose of planning and selecting courses applicable to the anticipated degree program at both institutions. This opportunity applies to all students with an expressed interest in transferring to LIM for advising on degree programs subject to this Agreement. LIM agrees to provide reasonable access to academic advisors from LIM to students attending HCC prior to their actual transfer and in accordance with this Agreement.
5. **Program Changes.** HCC and LIM agree to promptly communicate with each other any future curriculum changes, policy changes, or resident credit requirements that will affect this agreement.
6. **Promotion.** HCC and LIM agree to cooperate in communicating with each other concerning the relationship between the two institutions. HCC and LIM agree to acknowledge and recognize the information in this agreement on each institution's website and via other marketing and publicity methods; any such website/marketing materials must be approved in writing in advance by both parties.
7. **Term and Termination.** Upon execution of this agreement, the arrangement shall continue for two years with automatic renewals for up to five years total until terminated by either party. Either party may terminate this Agreement after thirty (30) calendar days' written notice is given to the other Party. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice if the Party to whom such notice is given has breached any provision of this

Agreement, and such breach shall not have been cured within twenty (20) days following the receipt of such notice. Immediate termination will occur if either party loses their current accreditation status. If termination due to a loss of accreditation occurs, the Agreement will end retroactive to the date the accreditation status changed.

In the event of termination of this Agreement, LIM agrees to ensure students currently enrolled in or newly accepted into a Program under this Agreement, prior to the effective termination date, will be given the opportunity to complete their Degree Program with LIM.

8. Non-Exclusivity. This Agreement does not preclude HCC or LIM from entering into similar agreements with other institutions of higher education.
9. Governing Law; Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement.
10. No Waiver of Immunity. Nothing contained in this Agreement nor the execution of this Agreement, or the performance of any obligation hereunder shall operate to or be deemed to waive any immunity or defense that either party may be entitled under law.
11. Indemnification. TO THE EXTENT PERMITTED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF TEXAS, THE PARTIES AGREE TO INDEMNIFY, RELEASE, AND HOLD ONE ANOTHER AND THEIR TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY LIM OR HCC AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.
12. Compliance with Laws and Regulations. Each party will comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; applicable provisions of the Texas Education Code and Texas Government Code.

13. Mediation. The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation. Further, the parties agree that (i) neither the execution of this Agreement by the College/HCC nor any other conduct, action or inaction of any representative of the College/HCC relating to this Agreement constitutes or is intended to constitute a waiver of the College's/HCC's of sovereign immunity to suit; and (ii) the College/HCC has not waived its right to seek redress in the courts.
14. Electronic Counterparts. This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopier, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.

Certifications. Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154)
Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

15. Notice. Amendment, renewal or extension of this Agreement will require the written agreement of both institutions. Notice of termination by either party to the other shall be in writing and addressed to the party identified below with return receipt requested, or by personal delivery:


Houston Community College:
Dr. Norma Perez
Vice Chancellor, Instructional Services
3100 Main Street
Houston, TX 77002

LIM College:

In witness whereof, the authorized representatives of the parties have executed this agreement in duplicate originals on the 8th of June, 2020. An original, signed copy of this agreement will be

maintained by each of the signatories. The effective date of this agreement will be the date listed herein.

Houston Community College
Authorized Representative

By 
Dr. Cesar Maldonado, Ph.D., P.E.

Chancellor

Title

Authorized Representative

By  06/16/2020

Provost

Title

Addendum to Articulation Agreement

Houston Community College & LIM College

Houston Community College “HCC” and LIM College “LIM”. HCC and LIM agree to the following:

- I. **STATEMENT OF PURPOSE/INTENT** The purpose of this Addendum is to outline the specific program-to-program transfer agreement addressed to HCC and LIM in the articulation agreement, dated 06/17/2020.

This addendum sets out the terms and conditions of the articulation agreement for students transferring from the (*HCC Program*) into the (*University Program*). This appended degree map has been reviewed by the appropriate administrators and faculty at each institution. All other terms and conditions stipulated in the agreement shall remain in force and fully applicable to this addendum.

- II. **PROGRAM ADMISSIONS REQUIREMENTS**

- a. HCC students entering LIM Program are subject to all admissions provisions outlined in the articulation agreement.
- b. HCC students entering LIM Program must have a 2.0 GPA Requirement.
- c. HCC students entering LIM Program must have earned a “C” or better in ENGL 1301, ENGL 1302, and MATH 1314, if applicable.

- III. **SERVICES PROVIDED TO HCC BY LIM agree to:**

- a. Accept HCC coursework as outlined in the attached degree map and course equivalencies.
- b. Provide periodic feedback regarding the performance of HCC students that have transferred into LIM Program as permitted under the federal Family Education Rights and Privacy Act (FERPA).
- c. Honor the graduation requirements and degree plan set forth within the LIM course catalog in effect at the time of the student’s acceptance into LIM.
- d. Provide informational material to HCC as well as materials needed for promotional and recruiting purposes.

- IV. **SERVICES PROVIDED TO LIM BY HCC:**

- a. Disseminate LIM degree and transfer recruitment materials to HCC students.
- b. Provide LIM with on-college opportunities to recruit, advise, and provide informational materials to HCC students.
- c. Coordinate with LIM faculty and staff to provide informational sessions for HCC students.
- d. Meet with LIM faculty and staff each spring for the purpose of amending the degree map if necessary.

- V. **COURSE EQUIVALENCIES**

- a. See Attachment A to this addendum, if applicable.

- VI. **OTHER PROGRAM SPECIFIC AGREEMENT INFORMATION, IF APPLICABLE:**

- VII. **PROGRAM ARTICULATION DEGREE MAP** This degree map is designed for students who plan to complete (*HCC Program*) at HCC and then transfer to LIM in order to complete a (*University Program*).

- a. See Attachment B to this Addendum

Transfer Guide

Houston Community College to LIM College

AAS in Fashion Design to the BBA in Business of Fashion

Curriculum Year: 2020-2021

Course at Houston CC	Credit Amount	Course at LIM College	Credit Amount
EDUC 1300- Learning Framework	3	LBRT 9999 Liberal Arts Credit	3
Humanities/Fine Arts Elective	3	LBRT 9999 Liberal Arts Credit	3
FSHD 1313 Art for Fashion	3	FASH 9999 Fashion Merchandising Elective	3
FSHD 1324 Ready to Wear Construction	3	FASH 9999 Fashion Merchandising Elective	3
FSHD 1322 Fashion Sketching	3	FASH 9999 Fashion Merchandising Elective	3
FSHN 1301 Textiles	3	FASH 2250 Fabrics for Fashion	3
FSHD 1328 Flat Pattern Design 1	3	FASH 9999 Fashion Merchandising Elective	3
FSHD 1351 Design Construction Techniques	3	FASH 9999 Fashion Merchandising Elective	3
FSHD 1311 Fashion History	3	FASH 1516 Fashion History and Global Attire	3
Math or Science Elective	3	LBRT 9999 Liberal Arts Elective	3
FSHD 2306 Draping	3	FASH 9999 Fashion Merchandising Elective	3
Social or Behavioral Science Elective	3	LBRT 9999 Liberal Arts Credit	3
Social or Behavioral Science Elective	3	LBRT 9999 Liberal Arts Credit	3
FSHD 1355 Flat Pattern Design 2	3	FASH 9999 Fashion Merchandising Elective	3
FSHD 1318 Apparel Computer Systems	3	FASH 2319 Digital Tools for Fashion Presentations	3
FSHD 2343 Fashion Collection Design	3	FASH 9999 Fashion Merchandising Elective	3
Humanities/Fine Arts Elective	3	LBRT 9999 Liberal Arts Elective	3
FSHD 2341 Pattern Grading	3	FASH 9999 Fashion Merchandising Elective	3
FSHD 2388 Internship Fashion/Apparel Design	3	CARE 1620 Internship 1 (2 credits) ELEC 9999 General Elective (1 credit)	3
FSHD 2344 Fashion Collection Production Capstone	3	FASH 9999 Fashion Merchandising Elective	3
Total Credit Amount at HCC:	60	Total Credit Amount at LIM College:	60

Please note: Transfer Guides are intended to provide preliminary transfer credit information. Admitted students will receive a personalized transfer credit evaluation, based on their unique transfer credits. To maximize your transfer credits, it is recommended to take the suggested courses outlined above. LIM College will accept a maximum of 85 transferable credits. To learn more about how transfer credits apply to a specific degree program or for any additional questions, please contact: transferservices@limcollege.edu.

LIM College Courses Required to Complete Degree Program		
LIM College Program: Business of Fashion, BBA		
Curriculum Year: 2020-2021		
Course Code	Course Name at LIM	Credit Amount
TECH 1310	Business Spreadsheets	3
MATH XXXX	Math Elective	3
MATH XXXX	Math Elective	3
ENGL XXXX	English Elective	3
ENGL XXXX	English Elective	3
CARE 1300	Internship Prep: Designing Your Career	2
CARE 4800	Senior Co-op Prep: Launching Your Career	1
CARE 4820	Senior Co-op Prep: Launching Your Career	6
FASH 1110	Intro. to the Fashion Business	3
FASH 1210	Retailing: Global & Omni	3
MRKT 1550	Marketing	3
FASH 2612	Sustainability & the Future of Fashion	3
ECON 2100	Economics	3
ACCT 2700	Accounting	3
FASH 2710	Applied Concepts in Merchandising	3
FASH 3250	Product Development & Merchandising	3
FASH 3650	Product Lifecycle Management	3
FASH 4960	Senior Capstone	6
ELEC 9999	General Elective	3
ELEC 9999	General Elective	3
Total Credits required at LIM College to complete BBA: Business of Fashion		63

Transfer Guide

Houston Community College to LIM College: Fashion Merchandising AAS

Curriculum Year: 2020-2021

Course at Houston Community College	Credit Amount	Course at LIM College	Credit Amount
FSHD 1302: Introduction to Fashion	3	FASH 1110: Introduction to the Fashion Business	3
MRKG 1311: Principles of Marketing	3	MRKT 1550: Marketing	3
Math/Natural Science Elective Recommend: MATH 1342 Elementary Statistical Methods	3	MATH 1300- Intro to Statistics	3
ECON 1301: Introduction to Economics (Social/Behavioral Science Elective)	3	ECON 2100: Economics	3
FSHN 2320: Visual Merchandising	3	VIST 1010: Visual Communication	3
FSHN 2305: Fashion Retailing	3	FASH 1210: Retailing-Global & Omni	3
FSHN 1301: Textiles	3	FASH 2250: Fabrics for Fashion	3
FSHN 1318: Apparel Computer Systems	3	FASH 2319: Digital Tools for Fashion	3
FSHN 2388: Internship-Fashion Merchandising (Capstone)	3	CARE 1620: Internship I; 2 credits ELEC 9999: General Elective; 1 credit	3
EDUC 1300: Learning Framework	3	LBRT 9999: Liberal Art Elective	3
General Education Elective- Recommend BMGT 1327 Principles of Management	3	MNGT 2310: Management	3
General Education Elective- Recommend ACCT 2301 Principles of Accounting 1	3	ACCT 2700: Accounting	3
Humanities/Fine Arts Elective	3	LBRT 9999: Liberal Art Elective	3
FSHD 1324: Ready to Wear Construction	3	FASH 9999: Fashion Merchandising Elective	3
FSHD 2303: Fashion Buying	3	FASH 2560: Buying & Merchandise Math	3
FSHN 1311: Fashion History	3	FASH 1615: Fashion History & Global Attire	3
FSHN 1320: Fashion Selling	3	General Elective-ELEC 9999	3
FSHN 2301: Fashion Promotion	3	FASH 2314: Fashion Show Production	3
FSHN 2307: Fashion Advertising	3	General Elective-ELEC 9999	3
FSHN 2309: Fashion Image	3	General Elective-ELEC 9999	3
Total Credit Amount at Houston Community College:	60	Total Credit Amount at LIM College:	60

Please note: Transfer Guides are intended to provide preliminary transfer credit information. Admitted students will receive a personalized transfer credit evaluation, based on their unique transfer credits. To maximize your transfer credits, it is recommended to take the suggested courses outlined above. LIM College will accept a maximum of 85 transferable credits. To learn more about how transfer credits apply to a specific degree program or for any additional questions, please contact: transferservices@limcollege.edu.


LIM College Courses Required to Complete Degree Program**LIM College Program: Fashion Merchandising, BBA****Curriculum Year: 2020-2021**

Course Code	Course Name at LIM	Credit Amount
TECH 1310	Business Spreadsheets	3
ENGL 1100	English Composition	3
COMM 1400	Communicating Across Cultures	3
COMM 2010	Critical Thinking	3
COMM 2025	Digital Culture in Business & Life	3
MATH 2760	Applied Data Analysis	3
ENGL 3110	Global Themes for Writing	3
CARE 1300	Internship Prep: Designing your Career	2
CARE 2620	Internship II	2
CARE 4800	Snr. Coop Prep: Launching your Career	1
CARE 4820	Senior Co-op	6
FASH 2612	Sustainability & the Future of Fashion	3
FASH 2710	Applied Concepts Merchandising	3
FASH 3250	Product Development & Merch	3
FASH 3650	Product Lifecycle Management	3
FASH 4960	Senior Capstone	6
LBRT 9999	Liberal Arts and Sciences Elective	6
BUSN 3310	Business Law	3
FNCE 3410	Finance	3
Total Credits required at LIM College to complete BBA: Business of Fashion		62

HCC and LIM have executed this addendum in multiple counterparts. The effective date of this addendum will be the date of the last signature below.

Houston Community College

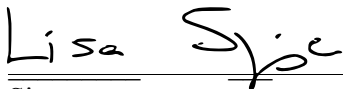
LIM College

 08/03/2020

Signature Date

Cesar Maldonado, Ph.D., P.E.

Chancellor
Title

 6/23/2020

Signature Date

Provost
Title