

**TRANSFER PARTNERSHIP AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT TYLER
AND
DALLAS COLLEGE**

This Transfer Partnership Agreement (or "Agreement") is entered into by and between Dallas College ("Dallas College"), a Texas political subdivision of higher education, located at 1601 Botham Jean Blvd., Dallas, Texas 75215 and The University of Texas at Tyler ("UT Tyler"), a public institution organized and existing under the laws of the State of Texas, located at 3900 University Blvd. Tyler, TX 75799. The College and University may hereafter be individually referred to as "Party" and collectively as "Parties".

TERMS AND CONDITIONS

To facilitate the process of student transfer, UT Tyler and Dallas College have agreed to the following:

General Admission:

1. Students from Dallas College who follow the recommended program of study - the common core and transfer curriculum - and who meet all other admissions requirements and deadlines pertaining to application for admission, orientation and registration, and payment of tuition and fees shall be eligible for admission to UT Tyler. Transfer students must meet the same standards and criteria for admission to a major degree sequence as a native UT Tyler student. They will abide by the policies and procedures, along with any revisions thereof that apply to all students at that institution.
2. Transfer students from Dallas College must adhere to UT Tyler's admission requirements based on the catalog year in effect when the student first enrolled at Dallas College, provided that the student is enrolled in a degree or certificate program outlined in the catalog in effect at the time of the student's entrance to the college. Degree and certificate requirements within a catalog are valid for five (5) years at Dallas College.
3. Transfer students from Dallas College must follow the graduation and degree plan set forth in the UT Tyler catalog in effect at the time of the student's initial enrollment at Dallas College, provided that the student maintains continuous enrollment in a degree program outlined in an active catalog in effect at the time of the student's entrance to the university.
4. Official written notifications (e.g., requirements in school catalogs) of prerequisite, course or program changes by Dallas College and UT Tyler will automatically revise the particular section of this agreement without the need for further action or additional signatures by the appropriate Dallas College and UT Tyler representatives.

Guaranteed Admission:

Students from Dallas College, with a minimum cumulative GPA of 2.0 on a 4.0 scale and a minimum of 30 semester credit hours entering under the terms of this agreement, are guaranteed admission in the UT Tyler. Students from Dallas College who meet the general admission requirements of UT Tyler with a completed Core Curriculum, Associate of Arts, Associate of Arts in Teaching, or Associate of Science degree, will receive guaranteed admission to UT Tyler.

While admission to UT Tyler does not guarantee admission to all degree granting programs, majors, minors or fields of concentration, incoming Dallas College transfer students shall be able to compete for admission to specific programs on the same basis as students native to the UT Tyler.

Acceptance of Transferable Credits and Core Curriculum:

1. Dallas College shall endeavor to partner with UT Tyler which shall accept at least 60 (sixty) transferable college-level credits.
2. Transfer students will receive academic credit for transferable college-level courses only completed with a grade of "C" or better, unless stated otherwise in UT Tyler's catalog.
3. Remedial/developmental or technical/vocational courses will not be included for transfer in this agreement unless specified in an articulated Pathway or in a separate Program-to-Program Agreement by Dallas College.
4. UT Tyler will accept transferable college-level courses from Dallas College without regard to institutional modality including, but not limited to, online courses and programs, competency-based education, prior learning credits, Dual Enrollment credits, including those dual enrollment credits earned through Early College High School classes.
5. Completion of the Core Curriculum selected by Dallas College, a 42 (forty-two) semester credit hour general program of study, will transfer as a block and will satisfy lower-division general education requirements at UT Tyler as mandated by Texas Statutes for all public higher education institutions.
6. Completion of Field of Study Curriculum, a set of lower-division courses that transfer and apply to a degree program, will transfer as a block, and will satisfy lower-division general education requirements at UT Tyler as required by Texas state law (Texas Education Code, Chapter 61, Section 61.823) and Texas Higher Education Coordinating Board rules (Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter B.).
7. Students of Dallas College transferring with an Associate of Arts, Associate of Arts in Teaching, or Associate of Science degree shall not be required to take additional general education/core courses at UT Tyler (with the exception of the courses required on the chosen UT Tyler program of study).

Acceptance of Dallas College Associate Degrees:

1. This agreement establishes the principle that the following Associate Degrees: Associate of Arts (AA), Associate of Science (AS) and Associate of Arts in Teaching (AAT) will transfer to UT Tyler as a block. The aforementioned associate degrees are treated as a whole: the components are not examined separately to determine transferability.
2. While one of the associate degrees, as mentioned above, will transfer as a block, it is for guaranteed admission. The needed courses and course alignment to achieve the acceptance AND application of a transfer associate degree (AA, AS, AAT) or an Associate of Applied Science degree (AAS) in its entirety to a specific discipline at UT Tyler may be specified in detail in an articulated Pathway for Transfer or a separate Program-to-Program Agreement between Dallas College and UT Tyler.

Honors Program:

Dallas College and UT Tyler will develop a smooth transition for qualified students wishing to enter UT Tyler Honors Program. Acceptance to UT Tyler Honors Programs requires a cumulative GPA of 3.5 or better on all college work, as well as successful completion of the Honors Program at Dallas College. Dallas College honors students should apply to the UT Tyler Honors Program as transfer students (<https://www.uttyler.edu/honors/transfer-student/>), and if accepted, will complete the second half of the Honors Program curriculum (contact courses and Honors Research Project), as well as participate in all required Honors Program events (e.g. colloquia).

Transfer Resources and Pathways Information:

1. The Dallas College Office of Transfer, Articulation, and Alternative Credit Programs and UT Tyler will work together to provide appropriate transfer information (specific pathways may be developed collaboratively with UT Tyler and all responsible parties, as needed). These Pathways will identify the courses to be completed at Dallas College that will apply toward prerequisites or requirements for a major at UT Tyler.
2. By creating these Pathways, UT Tyler and Dallas College assure students that courses listed are freely transferable between both institutions.
3. UT Tyler will create a web page at UT Tyler's website with detailed information regarding any type of transfer agreements and transfer processes for students at Dallas College. The website will include the following information:
 - Overview of general pre-transfer and admissions process.
 - Overview of post-transfer services and supports.
 - Financial resources for transfer students.
 - Encouragement to students to complete the associate degree before transferring for admissions, financial aids, and academic advantages.
 - Indication to the existence of specific agreement(s) and an official list of any articulated Pathways approved by Dallas College and UT Tyler.
4. Dallas College and University shall review articulated Pathways each academic/catalog year for updates/revisions.
5. Dallas College will engage in cooperative efforts to educate Dallas College students regarding pathways to pursue the degrees at UT Tyler. These efforts may include, but are not limited to, promotion of any co-developed pathways for transfer through the Dallas College Transfer Services webpage.

Scholarships:

UT Tyler will provide additional opportunities for students at Dallas College to learn about UT Tyler scholarships. UT Tyler will host events for all Dallas College students interested in learning about how one can afford to complete a bachelor's degree.

Reverse Transfer

Transfer of credit from UT Tyler to Dallas College allows students to complete requirements for the associate degree in accordance with the Section 61.833 of the Texas Education Code.

Reverse transfer of credit is specifically designed to allow students to receive the advantages pursuant to completion of the associate degree when they leave Dallas College and prior to completion of the baccalaureate degree. Student records and other student information will be exchanged between UT Tyler and Dallas College for this purpose in accordance with applicable law.

UT Tyler will provide Dallas College with information on transfer students to help Dallas College officials determine students who could benefit from reverse transfer of courses and Dallas College will provide UT Tyler with information about degrees awarded as a result of reverse transfer, subject to applicable state and federal laws.

Dallas College and UT Tyler will work together to establish a timeline for record exchange, including original submission and the schedule of repeated academic record submissions. Separate academic records for students will be maintained at each institution.

Any student who transfers from Dallas College with 30 college-level credit hours and has subsequently completed a minimum total of 66 credits toward degree requirements at the UT Tyler, which may qualify the student for an associate degree at Dallas College, is eligible for “reverse transfer” from UT Tyler.

Therefore, UT Tyler will assist Dallas College by providing the following services:

- a. After grades have posted for each fall semester, UT Tyler will review its student records and determine which students are eligible for the reverse articulation of credit pursuant to the following criteria: (i) the UT Tyler student previously transferred coursework from Dallas College, (ii) the student has indicated an interest in reverse articulation of credit and (iii) the student completed at least 30-semester-credit hours at Dallas College, did not earn associate degree, and has completed additional semester credit hours at UT Tyler to total 66 semester hours. UT Tyler will securely transmit official electronic or paper transcripts of these students’ transcripts to the following office:

Dallas College Office of Degree Audit
Attention: REVERSE TRANSFER
1601 Botham Jean Blvd.
Dallas, Texas 75215-1816
DegreeAudit@dcccd.edu

- b. UT Tyler agrees to send transcript information no more than 14 business days after grades are posted each fall term for students who are eligible for the reverse articulation of credit. Transcript information can also be sent at similar times for each Spring and Summer semesters.
- c. Upon receipt of UT Tyler transcript information, Dallas College’s Office of Degree Audit will conduct a degree audit of each eligible student and evaluate all coursework that may apply to the completion of the student’s associate degree at Dallas College. Students who meet all degree requirements of Dallas College are eligible to receive an associate degree from Dallas College at no additional cost to the student. Dallas College will notify each

student that he or she is eligible to receive an associate degree and eligible to participate in the college graduation ceremony.

- d. Upon request by the student, Dallas College will securely transmit official electronic or paper transcript of students' transcripts to UT Tyler.

General Provisions:

1. Marks and Intellectual Property. Each Party understands and agrees that all trademarks, service marks, logos, symbols, slogans, domain names and trade names (collectively "Marks") are the properties of their respective owners. A Party's Marks may only be used with that Party's prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Prior written consent must also be obtained for any materials produced and distributed by a Party which contain the name, image, and likeness of the other Party and/or specifically reference this agreement and/or makes a general representation about the other Party's institution. Except as otherwise provided herein, each Party owns and retains all right, title and interest, worldwide to its respective name, tradenames, trademarks, service marks, trade secrets, patents and other intellectual property rights and each Party agrees that no transfer, grant or license of rights under any patent or copyright or to any intellectual property, proprietary information and/or trade secret is made or is to be implied by this Agreement except as may be expressly stated otherwise herein.
2. Governing Law and Venue. This agreement and all the rights and obligations and 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.
3. Amendments. This agreement may not be amended or modified except by a written instrument executed by both parties and approved by the Dallas College Provost or designee.
4. Severability. The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof.
5. No Financial Implication. No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this agreement. UT Tyler and Dallas College are separate and independent institutions of higher education and intend to remain so. The administrators of UT Tyler and Dallas College are authorized to prepare and implement plans of action and procedures necessary to affect this agreement.
6. Non-exclusivity. This Agreement in no way prohibits either party from participating in similar activities with other public or private agencies, organizations, and individuals.
7. Exemptions, Privileges, and Immunities. It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver by either Dallas College or UT Tyler of its right to claim such exemptions, privileges, and immunities as may be provided by law. None of the terms of this agreement shall be deemed to be waived, in whole or in part, by either Party unless such waiver is in writing and executed by authorized representatives of both Parties. No waiver of any provision of this agreement shall be deemed a waiver of, or render unenforceable, any other provision of this agreement.

8. Compliance with Laws and Policies: Each Party and its directors, officers, shareholders, members, principals, participants, employees, and agents shall comply with applicable laws, ordinances, regulations, and codes, including the identification and procurement of required permits, certificates, approvals, and inspections, if any, related to the performance of this agreement.
9. Force Majeure. Neither Party will be liable for failure to perform any obligation under this Agreement if such failure is directly caused by a Force Majeure Event. A “Force Majeure Event” shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the Party impacted, and that could not have been prevented by the reasonable diligence of the Party. Without in any way limiting the foregoing, a Force Majeure Event may include, but is not restricted to, acts of God or of a public enemy, acts of the Government in either its sovereign or contractual capacity, war, riots, fires, floods, epidemics or pandemics, mass health issues or disease, quarantine restrictions, strikes or labor difficulties, civil tumult, freight embargoes, natural disasters, unusually severe weather, a failure or disruption of utilities or critical electronic systems, acts of terrorism, mass shootings or other emergencies that disrupt a Party’s operations.

Communication and Data Exchange

1. Transfer, Articulation, and Alternative Credit Programs at Dallas College serves as the liaison office to establish routine communication with UT Tyler for addressing issues or problems associated with student transfer.
2. UT Tyler will provide notification to Dallas College, at or before execution of the agreement, of selection criteria for limited access programs.
3. The Parties acknowledge and agree that any student data and information exchanged between the Parties must be exchanged in compliance with the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and the regulations promulgated thereunder, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”). Pursuant to FERPA, protected student information and data may be exchanged between schools, school systems, or institutions of postsecondary education, without obtaining prior written consent of the student, where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer. 20 U.S.C. § 1232g(b)(1)(B) and 34 C.F.R. § 99.31(a)(2).
4. Additionally, Dallas College and the UT Tyler will comply with, and will be responsible for requiring their respective officers and employees to comply with, all other applicable federal, state, and local laws and regulations; and the rules and regulations of their respective governing boards, including, but not limited to, 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; and applicable provisions of the Texas Education Code and Texas Government Code. Notwithstanding the foregoing, the Parties understand and agree that nothing herein shall impose upon a Party the duty to comply with laws, rules, and regulations to which they are not otherwise subject.
5. UT Tyler and Dallas College agree to exchange annual data reports and documents in a mutually agreeable fashion that will contribute to the maintenance and improvement of

these transfer arrangements and promote effective cooperation between the two institutions. After obtaining appropriate permission from the students involved and in compliance with all federal, state, and local laws, the institutions will exchange data including but not limited to admissions information, such as credits awarded towards program upon completion of the transfer process, academic performance, retention, and bachelor's degree completion (including time to degree).

UT Tyler agrees to request from Dallas College names and contact information of graduates and current Dallas College students with at least 15 SCH (Semester Credit Hour). Requests can be made through an online data analysis request form, submitted to the Dallas College Office of Systemic Reporting and Analytics. The request form can be found at: <https://forms.dcccd.edu/DOIR/AnalysisRequest/Pages/default.aspx>.

A copy of this signed agreement must accompany the request. Information will be shared in accordance with applicable law. Questions about submitted data requests can be addressed to: sra@dcccd.edu.

Joint Obligations:

1. UT Tyler and Dallas College will work to identify ways to strengthen pathways for transfer and degree attainment for students.
2. Official list of programs for all associate degrees for which pathways have been approved by both Dallas College and UT Tyler will be made available at both institutions.
3. No transfer articulation materials developed by either party are valid without an agreement signed by each party.

Evaluation:

The Parties agree to establish an annual evaluation process of the program(s) supported by this agreement, with appropriate representatives of both Parties participating in the evaluation process. The purpose of the evaluation will be to identify gaps in transfer success for students moving between institutions and establish measures to eliminate barriers to success. Additionally, either Party may request additional reviews regarding curricular or programmatic changes and other institutional alterations and conditions. The Party initiating such additional review shall communicate any request or findings to the other Party in a timely manner. The information obtained from these evaluations shall be used to improve the transfer process for the benefits of students.

Agreement Continuation and Termination:

The terms and conditions of this agreement may also be subject to review any time institutional plans, curricular or programmatic changes, or any other changes are to be made by either Party. Each Party will inform the other, in writing, of any institutional plans, curricular or programmatic changes, or any other changes that may have an impact on the contents of this agreement as soon as reasonably possible. Any such changes will either be integrated into subsequent agreements between the Parties or will be addressed through a written amendment to this agreement, whichever is most appropriate. Both Parties reserve the right to amend or revise this agreement. This agreement may be terminated upon 180 days prior written notice to the non-terminating Party.

Any changes or request for termination must be submitted in writing and signed by an authorized representative of each Party to be effective. Notice(s) shall be directed to the appropriate parties at the following addresses:

Dallas College	The University of Texas at Tyler
Name: Transfer, Articulation, and Alternative Credit Programs	Name: Office of Academic Success and Undergraduate Studies
Address: 9596 Walnut St.	Address: 3900 University Blvd
City, State, Zip: Dallas, Texas, 75243	City, State, Zip: Tyler, Texas, 75799
Email: articulation@dcccd.edu	Telephone: 903-565-5718
	Email: advising@uttyler.edu

Each Party reserves the right to designate in writing to the other Party any change of name, change of person, or address to which the notices shall be sent.

Subject to prior termination or revocation (as provided herein), this agreement shall become effective upon final signature of either party by their authorized representative and will remain in effect for a period of five years at which time it may be renewed or modified by mutual written consent of both Parties.

**APPROVED:
THE UNIVERSITY OF TEXAS AT
TYLER**

DocuSigned by:
Amir Mirmiran

6038D7939FB642E...

Amir Mirmiran, Ph.D.
EVP for Academic Affairs and Provost

6/30/2022

Date

**APPROVED:
DALLAS COLLEGE**


Shawnda Floyd (Jun 27, 2022 20:44 CDT)

Shawnda Floyd, Ed.D., J.D.
Provost

Jun 27, 2022

Date