

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is made and entered into on July 27, 2022, by and between The University of Texas at Tyler (UTT), an institution of higher education authorized under the Texas Education Code 3.C.76 and Kilgore College (KC), a public community college organized under the Texas Education Code 130.0049(a), for their partnership at the Longview University Center (LUC).

WHEREAS LUC was established in 2000 by UTT at 3201 N Eastman Road, Longview, Texas, to help serve the educational needs of the greater Longview community in Gregg County, followed by offering upper-level courses for BS in Nursing and Industrial Technology, as well as continuing education, and the University Academy Charter School for Grades 1 through 12.

WHEREAS KC offers career and technical programs including Industrial Maintenance, Diesel Technology, HVAC, Vocational Nursing, Cosmetology, Barbering, and transfer curriculum at its downtown Longview location (300 South High Street, Longview, Texas).

WHEREAS it is the desire of both parties for LUC to provide the greater Longview community with a public four-year university experience for its students through a unique partnership and seamless pathways to include dual credit and associate degree programs offered by KC to baccalaureate (and post- baccalaureate) degree programs offered by UTT, with students having access to services from both educational institutions through a special dual admission.

Now, THEREFORE, for and in consideration of the premises and further consideration of the matters hereafter set forth, UTT and KC hereby stipulate and agree as follows:

1. **ACADEMIC PROGRAMMING:** UTT and KC will gather data and work with appropriate community partners to assess the regional workforce needs and plan for appropriate program offerings at LUC. UTT and KC will establish a joint oversight committee to be comprised of appointed members from both institutions of a number agreed on by both partners. The joint oversight committee charter is to be created as a guide for the committee in its work regarding the LUC. The intent is to avoid any duplication in course offering, setting priorities for course schedule, and ensure a seamless transition for students through appropriate pathways. Dual admission, dual enrollment, financial aid, and appropriate level of joint advising will help support student success.
2. **TIMELINE:** UTT and KC agree to continue offering transfer courses at the LUC as part of the current agreement between the two parties. In addition, the general target timeline for the first degree offering by KC will be Fall 2022. The general target timeline for UTT planning and/or beginning construction at the LUC site will be Fall 2022.
3. **FACILITIES AND SERVICES:** The Director of the LUC will lead a joint oversight committee comprised of chosen representatives from UTT and KC. The joint oversight committee will help ensure necessary facilities and services are provided for and advertised to faculty, staff, and students with appropriate financial obligations from the partners. These services include classroom facilities, parking, computer access (limited to internet guest use for non UTT students and faculty), advising, testing, student accessibility and resources, counseling, academic support, career, military, and international student services. Student conduct cases will be facilitated by the student's current home institution.
4. **MARKETING AND RECRUITMENT:** The joint oversight committee will further outline appropriate levels of cooperative marketing and recruitment efforts as well as shared student information to support student success through appropriate educational pathways at LUC.
5. **GENERAL PROVISIONS:**
 - a. Entire Agreement. This Agreement constitutes the entire agreements between the parties with respect to the subject matter, and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements.
 - b. Amendment. No amendment to this Agreement shall be effective unless provided in writing and signed by an authorized representative of each Party.

- c. Compliance. The parties will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
- d. Governing Law. The validity, interpretation, performance, and enforcement of this Agreement will be governed by the laws of the State of Texas.

6. TERM AND TERMINATION:

- a. Upon execution of this Agreement by each Party, this Agreement shall remain in effect for a period of two (2) years (the "Initial Term") unless terminated earlier by either institution as provided in subsection (b) below. Upon expiration of the Initial Term, this Agreement shall be renewed, subject to the approval of the governing body for each party as may be required, for successive two (2) year increments (each a "Renewal Term") for up to 6 years.
- b. Neither Party may terminate this Agreement on or before July 27, 2022, without cause. After that date, either Party may terminate this Agreement. Termination by one Party shall be effective by giving the other institution at least one (1) year advance written notice of its intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of that one (1) year; or (b) when all students enrolled in a course of study under the Agreement at the time of such notice has been given reasonable time to complete their respective courses of study under the Agreement, whichever event occurs last. Termination shall be without penalty unless other arrangements for students can be made.

AGREEMENT MAINTENANCE:

All amendments, notices, requests, or other communications relating to maintaining current, accurate information for the execution of this Agreement shall be made in writing and delivered to these contact persons:

Dr. Amir Mirmiran
Provost, Executive Vice President for Academic
Affairs, and Chief Academic Officer
The University of Texas at Tyler
3900 University Blvd
Tyler, TX 75799

Dr. Tracy Skopek
Vice President of Instruction and
Chief Academic Officer
Kilgore College
1100 Broadway
Kilgore, TX 75662

EXECUTED by The University of Texas at Tyler and Kilgore College.

The University of Texas at Tyler:


Kirk Calhoun, M.D., President

7/27/2022
Date

Kilgore College:


Brenda S. Kays, Ed.D., President

7-27-22
Date