

Transfer Agreement Memorandum of Understanding

Between

the University of Texas at Tyler and Texarkana College

Parties

This Memorandum of Understanding (the “Agreement”) is between the University of Texas at Tyler (“UT Tyler”) and Texarkana College (“TC”) and outlines their commitment to facilitate students' transfer from the College to the University's programs.

Purpose

The purpose of this Agreement is to foster engagement of pre-transfer students in communications with UT Tyler and provide them a transfer pathway from TC to UT Tyler for completion of a baccalaureate degree. The Institutions are dedicated to providing greater educational opportunities and services for students transferring between the two Institutions, including a commitment to:

- Increase awareness of educational and student support opportunities available;
- Encourage currently enrolled transfer students to complete their associate's degree;
- Provide pre-UT Tyler academic advising to increase degree applicability of transfer credits; and
- Provide a more seamless transfer experience to UT Tyler.

The Agreement provides a structure through which transfer articulation on all levels can be supported by the Institutions.

Responsibilities

1) UT Tyler’s Responsibilities:

- a) Encourage Completion of Degree. UT Tyler will encourage TC transfer students to complete the appropriate Associate degree either before matriculation to UT Tyler or by reverse transfer of course credit following admission to and enrollment at UT Tyler.
- b) Transfer Credits. UT Tyler agrees to accept transferable lower division courses from TC.
 - i) **Crosswalks**. Students transferring to UT Tyler are eligible to receive degree credit for courses listed in Transfer Crosswalks to be created collaboratively between TC and UT Tyler.

- ii) **Location**. UT Tyler will honor transferable courses taken at any TC location and by any delivery method.
- iii) **Standards**. UT Tyler will enforce the same standards and criteria for admission to UT Tyler for all students who desire to transfer to UT Tyler and to the intended degree and sequence as designated in the UT Tyler catalog.
- c) **Advising Services**. UT Tyler will provide academic advising services to pre-transfer students through the UT Tyler College professional advisors.
- d) **International Students**. UT Tyler will coordinate with Undergraduate Admissions to promote a smooth transition for TC's international transfer students.
- e) **Financial Aid**. UT Tyler will provide transfer students with information regarding the availability of transfer scholarships for eligible students as well as any other financial aid opportunities at UT Tyler.
- f) **Reverse Transfer**. UT Tyler will utilize the developed reverse transfer credit process that includes the methodology to notify students after they have completed at least 15 hours at the TC.
- g) **Publication**. UT Tyler will:
 - i) Provide communication regarding UT Tyler admissions policy and procedure updates, campus recruitment events, and scholarship opportunities to the person(s) TC designates.
 - ii) Post information about the Program and transfer/reverse transfer opportunities on the University website.

2) **TC's responsibilities**

- a) **Courses at TC**. TC will ensure that all of its courses related to this Agreement are taught by qualified faculty holding appropriate and acceptable degrees and/or credentials as outlined by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") Comprehensive Standards or appropriate regional accreditation standards.
- b) **Identify students**. TC will provide UT Tyler a list of students who meet the stated criteria below to UT Tyler's Office of Undergraduate Admissions on an annual basis. The list will include the information below with the goal of allowing UT Tyler to make those students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between Institutions. TC agrees to provide notices and or obtain permissions for the disclosures as required by applicable laws, including but not limited to FERPA and GDPR.

- i) Directory information, including email address and date of birth;
 - ii) Major area of interest;
 - iii) Denote those currently enrolled with a projected graduation date on or after Spring 2024;
 - iv) Denote those students having completed 15 or more semester hours, who have an overall GPA of 2.250 or better; and
 - v) Denote those students pursuing the following degree plans: Associate of Arts, Associate of Science, Associate of Applied Arts, Associate of Applied Science, Associate of Arts in Teaching or undeclared.
- c) Counselor. TC will provide contact information for a TC transfer counselor to UT Tyler Admissions and update this information as personnel changes occur. The Counselor will be responsible for invitations to TC transfer events.
- d) Cooperation. TC will cooperate fully with UT Tyler in awarding associate's degrees via a reverse transfer by utilizing the developed plan whereby transcript information for students, who transferred to UT Tyler prior to earning an associate degree, is sent back to TC by UT Tyler and is processed in a timely fashion with results reported back to UT Tyler. Reporting of students will begin as soon as this Agreement is fully executed.
- e) Marketing & Outreach. TC will:
- i) Link to (1) UT Tyler, Office of Academic Partnerships and (2) Undergraduate Admissions on its relevant webpages.
 - ii) Encourage students to utilize the pre-transfer academic advising services and resources offered through the College Advising Centers at UT Tyler each semester while attending TC.
 - iii) Inform students who are nearing graduation of transfer opportunities and what needs to be accomplished to meet UT Tyler transfer requirements.
 - iv) Provide information, within legal guidelines, about prospective transfer students with the goal of making students aware of scholarship and other financial aid opportunities and the potential to satisfy Associate and Bachelor's degree requirements by transferring course work between Institutions.

3) **Mutual and Coordinated Responsibilities.** The Institutions agree to:

- a) Point of Contact. To designate an individual who will be responsible for the maintenance of the Agreement to be a central point of contact.

- i) UT Tyler designee: Sarah Bowdin, Assistant Vice President for Academic Success
 - ii) TC designee:
- b) Communication and Marketing. To cooperate in communicating information about this Agreement.
- i) Coordinate visitation trips to UT Tyler and assist, advertise, promote, and facilitate transfer events.
 - ii) Coordinate UT Tyler's attendance at TC's campus events (such as transfer fairs).
 - iii) Coordinate information to advertise and inform potential transfer students. Each Institution will assume responsibility for appropriate marketing to reach their respective student populations and will annually review marketing materials to ensure currency.
 - iv) Promote communication about Program initiatives with faculty, staff, and students. The Institutions will provide transfer related information in a manner agreed upon between UT Tyler and the representative(s) designated in Section 3(a).
- c) Course and Program Transfer Crosswalks.
- i) A course-specific crosswalk should be considered for each transferrable program. Crosswalks may be approved after the initial execution of this Agreement may be added and clearly identified as updates or amendments to this document and signed by the personnel with requisite signature authority for each Institution.
 - ii) If added, Institutions will review the Transfer Crosswalk annually during the summer, and render effective September 1 to align with the new UT Tyler catalog.
 - iii) Changes to crosswalks must be in writing and signed by an authorized party at each Institution.
- d) Reverse Transfer Process. To facilitate TC's ability to offer reverse transfer associate degrees, the Offices of the Registrar at UT Tyler and at TC agree to the following procedure:
- i) ***The Registrar at UT Tyler will:***
 - (1) Identify students meeting the following criteria:
 - (a) Student has earned 15 or more college-level transfer credit hours at TC.
 - (b) Student does not have an Associate Degree.

- (c) Student has 60 total earned hours (transfer and UT Tyler hours combined) and is core complete.

Note: Eligible students will approve or deny permission for UT Tyler to send transcripts and student contact information to TC.

(2) At the end of each semester, UT Tyler will:

- (a) Provide participating student's transcripts to TC for review for an Associate degree. Transcripts will be sent to TC designee,

ii) The Registrar at TC will:

- (1) Evaluate UT Tyler transcripts.
- (2) Contact TC students regarding any other requirements for the awarding of the Associate degree.
- (3) Award Associate degrees based on current requirements.
- (4) Each semester provide the Office of the Registrar at UT Tyler with an electronic file reflecting awarded associate degrees and official transcripts by:
 - (a) Designating on the original list from UT Tyler the month and year for each participant who has earned an Associate degree.
- (5) E-mail updated, original participant list and transcripts with the awarded degree back to UT Tyler.

General Terms

- 1) Costs. This Agreement is not a commitment of funds and does not create any fiscal obligation on the part of either Institution. Each Institution will bear its own costs, risks, and liabilities arising out of its obligations and efforts under this Agreement during the period it is in effect. No Institution shall have any right for reimbursement, payment, or compensation of any kind for work performed under this Agreement.
- 2) Term. This Agreement begins on the date of last signature and expires five (5) years from that date.
- 3) Extension. The Institutions may extend this Agreement for up to three (3) optional one (1) year terms, if they agree in writing at least sixty (60) days prior to the expiration date or the expiration of the then current extended term.

- 4) Termination. Either Institution may terminate this Agreement early upon one hundred and twenty (120) days prior written notice to the other Institution.
- 5) Consequences of Termination. If the Agreement is terminated early, neither Institution has any obligation toward the other upon the effective date of termination, except that the Institutions agree to permit any students already enrolled at UT Tyler under the terms of this Agreement to graduate.
- 6) Use of Data. Throughout the term of this Agreement, and upon termination, each Institution shall be solely responsible for data in its possession, and neither Institution shall have the authority to access, use, or disclose transferred data for purposes other than those outlined in this Agreement. The Institutions agree to abide by applicable laws with respect to access, use, disclosure, and/or disposal of data.
- 7) Family Education Rights and Privacy Act ("FERPA"). Both Institutions acknowledge a legal obligation to maintain the confidentiality and privacy of its student records in accordance with applicable law and regulations, specifically FERPA. Both Institutions agree to comply with all FERPA requirements and safeguard student information.
- 8) Governing Law. This Agreement and all of the rights and obligations of the Institutions hereto will be construed, interpreted, and governed by the laws of the State of Texas. Bowie County, Texas, will be the proper place of venue for any legal action or proceeding arising out of this Agreement or enforcement of any provision in this Agreement.
- 9) No Waiver of Sovereign Immunity. The Institutions specifically agree that neither the execution of the Agreement by UT Tyler nor any other conduct, action or inaction of any representative of UT Tyler relating to the Agreement constitutes or is intended to constitute a waiver of UT Tyler's or the state's sovereign immunity to suit.
- 10) No Assignment. Neither this Agreement, nor any rights or obligations are assignable or transferable unless the Institutions agree in writing.
- 11) Entire Agreement; Modifications. The Agreement supersedes all prior agreements, written or oral, between TC and UT Tyler regarding the subject matter of this Agreement and will constitute the entire agreement between the Institutions with respect to the subject matter hereof.
- 12) Amendments. No modification or amendment to this Agreement will become valid unless agreed to in writing and signed by both Institutions. All amendments must be signed by the same person who signed this original Agreement or their successor(s).
- 13) Force Majeure. "Event of Force Majeure" means an event beyond the control of TC or UT Tyler which prevents or makes a party's compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including,

without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

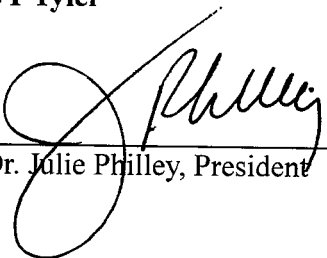
- 14) Notice. Formal notice under this Agreement must also be written and delivered to the person or department named below: (1) by hand delivery, (2) by United States mail, or (3) by email. Notice will be effective upon physical delivery of the notice by messenger service; or, four (4) business days after the date of mailing by certified mail, return receipt requested; or upon acknowledgement of notice by the email recipient, either by return receipt or reply email. If no email receipt or reply has been received by the sender within one (1) business day from emailing the notice, the notice is deemed incomplete and sender must send notice by messenger or certified mail.

This Agreement shall take effect upon execution by both signatories.

IN WITNESS WHEREOF, the Institutions hereto have caused this Agreement to be executed by their authorized officers the last day and year written below.

Signatures:

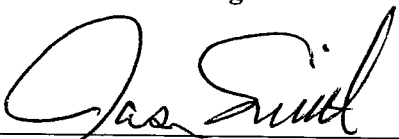
UT Tyler



Dr. Julie Philley, President

18-June-2025
Date

Texarkana College



Dr. Jason Smith, President

06/18/2025
Date