



MEMORANDUM OF
AGREEMENT



**Tarrant County
College District
and
University of Texas at Tyler**

I. INTRODUCTION

This Memorandum of Agreement (hereinafter "MOA") is by and between Tarrant County College District (hereinafter "TCCD"), a community college organized under the laws of Texas, and University of Texas at Tyler (hereinafter "UT Tyler"), public four-year institution located in Tyler, Tx.

II. PURPOSE

The following MOA between TCCD and UT Tyler University outlines a framework for building cooperative programs designed to promote the success of students attending both academic institutions and facilitate access to higher education.

III. TRANSFER ELEMENTS

This MOA outlines four areas in which to expand TCCD's and UT Tyler's alliance. These four areas include:

- 1) Program Specific Transfer Guides
- 2) Reverse Transfer
- 3) Joint Obligations
- 4) Other Items

To continuously improve the educational opportunities in TCCD's and UT Tyler's service region, these four areas may be expanded through the written mutual agreement of the Chief Executive Officers (or designees) of TCCD and UT Tyler as new needs are identified.

1) PROGRAM SPECIFIC TRANSFER GUIDES (PSTGs)

The purpose of PSTGs is to facilitate both the articulation and transfer of students and add value to their educational experience. TCCD and UT Tyler will work toward a goal of PSTGs for all Associate of Arts (AA) and Associate of Science (AS) degrees at TCCD for which UT Tyler has a baccalaureate counterpart. The PSTGs will be designed to maximize the amount of academic course work completed at TCCD that can be applied to UT Tyler baccalaureate degree, providing students with economic incentives that encourage access and success in their higher education endeavors. The elements of these PSTGs will be available on a web page hosted on UT Tyler's website and maintained by a designated academic representative of both institutions. TCCD will link to this web page, ensuring availability to the students, counselors, and advisors of both academic institutions.

To facilitate the articulation and transfer of Associate of Applied Science (AAS) degrees and/or technical courses to a Bachelor's degree programs UT Tyler offers the following degree program that is interdisciplinary in nature and allows students to transfer of a block of technical courses from TCCD: the Bachelor Applied Arts and Sciences (BAAS). The BAAS allows the student to apply vocational or technical training to their degree program. Students in this degree program must meet all UT Tyler requirements that are established as conditions for baccalaureate degrees unless specific waivers have been approved. These include, but are not restricted to, general education requirements, residency requirements, and upper-level hour requirements. Program Specific Transfer Guides will be available on a web page hosted on UT Tyler's website and maintained the designated academic representative of UT Tyler. TCCD will link to this page, ensuring availability to the students, counselors, and advisors of both academic institutions. TCCD and UT Tyler will utilize the *NTCCC AAS to BAAS Pathway's Project*.

2) REVERSE TRANSFER

Reverse Transfer permits students that have matriculated to UT Tyler prior to completion of an associate degree at TCCD to transfer course work from UT Tyler back to TCCD in order to complete the associate degree. This feature may be extremely advantageous to students whose higher education plans are interrupted by life circumstance and the completion of the associate degree becomes a valuable indicator of their success. *When possible UT Tyler will deliver reverse transcripts via the National Student Clearinghouse (NSC) Reverse Transfer service.* Upon the student's request reverse transfer of UT Tyler credits will be accepted by TCCD for consideration of an Associate degree, provided that the student earned at least **30 credit hours** at TCCD prior to transferring to UT Tyler and have earned a cumulative total of at least 90 credit hours for course work successfully completed.

3) JOINT OBLIGATIONS

- a. TCCD and UT Tyler will maintain the integrity of their separate programs and enter into this agreement as equal participants.
- b. TCCD and UT Tyler agree to cooperate in communicating with each other and with their common and respective publics concerning the established relationship between the two institutions.
- c. Any marketing of this agreement produced in print or electronic (on the web) will be subject to the prior approval of both parties. Each institution will assume responsibility for appropriate marketing to reach their respective student populations.
- d. Advisors, faculty, and staff at both institutions will communicate information about this agreement to students.
- e. TCCD and UT Tyler will provide a website link to each other's website.
- f. TCCD and UT Tyler will communicate to transfer the state mandated Core Curriculum and Field of Study requirements in a smooth manner.
- g. TCCD and UT Tyler will provide transfer course information utilizing the Texas Common Course Numbering System (TCCNS) and various electronic resources (e.g., u-select, transfer guide website, etc.) that is accessible to users, particularly students and advisors.

- h. Future signed articulation agreements between TCCD and UT Tyler will be added to this admission agreement as Addenda.
- i. TCCD and UT Tyler will advise students regarding the state mandated policies (e.g., 3-peat rule, excessive hour rule, rebates...etc.).
- j. TCCD will permit UT Tyler to utilize and schedule space in their Transfer Centers on the TCCD campuses, in order to counsel and advise students about transferring to UT Tyler. TCCD will publicize and help facilitate campus visits by UT Tyler recruiters and will prominently display UT Tyler posters and literature.
- k. UT Tyler will provide TCCD with an annual report that includes the number and academic performance of former TCCD students enrolled at UT Tyler as permitted under the Family Educational Rights and Privacy Act (FERPA).
- l. TCCD will provide UT Tyler with annual directory contact information of TCCD students for communication and recruitment efforts to UT Tyler.

4) **OTHER ITEMS** *(Place for additional elements if needed)*

IV. ADDITIONAL AGREEMENT PROVISIONS

1) GENERAL PROVISIONS AND DEFINITIONS FOR AGREEMENT

Assignability: Neither Party may assign its rights or duties under this Agreement without the prior written consent of the other Parties.

Notice: Any notice, demand, or communication required, permitted, or desired to be given under this Agreement, shall be deemed effectively given when delivered personally, sent by telecopy, or mailed by prepaid Certified Mail, return receipt requested, addressed to the Party at the following addresses:

UT Tyler:	Dr. Amir Mirmiran, Executive Vice President for Academic Affairs and Provost University of Texas at Tyler 3900 University Blvd. Tyler, TX 75799	TCCD:	Edward Hicks IV, District Director of Educational Partnerships Tarrant County College District 300 Trinity Campus Circle Fort Worth, TX 76102
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Enforceability: Should any provision of this Agreement be held invalid or unconstitutional by a government body or court of competent jurisdiction, that holding shall not diminish the validity of any other provision of this Agreement.

Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas. Venue for any dispute arising out of this Agreement shall be in Tarrant County, Texas in accordance with Section 85.18 of the Texas Education Code.

Compliance with Laws: The parties will comply with all applicable federal, state, and local laws, rules and regulations in performing their obligations hereunder, including, but not limited to, complying with all applicable requirements of any accreditation authority. All

activities relating to this Agreement shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including, but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

Construction: Common nouns and pronouns and all other terms shall be deemed to refer to the masculine, feminine, neuter, and singular and/or plural, as the identity of the person or persons, firm, or association may in the context require.

Binding Effect: The provisions of this Agreement shall inure to the benefit of, and shall be binding upon the heirs, personal representatives, successors, assigns, estates, and legatees of each of the parties.

Multiple Copies: This Agreement and its Amendments, if any, shall be in writing and may be executed in multiple copies. Each multiple copy, if any shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

Waiver of Breach: The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision.

Force Majeure: Each party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

Entire Agreement: This Agreement constitutes the Entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous or contemporaneous agreements, understandings or negotiations between the parties.

2) PROVISIONS FOR AGREEMENT IMPLEMENTATION, MAINTENANCE AND REVISION:

The Provost and Executive Vice President for Academic Affairs at UT Tyler and the Vice Chancellor and Provost at TCCD will:

- a.** Designate a contact person at each institution to oversee implementation of this Agreement.

3) PROVISIONS FOR AGREEMENT INITIATION RENEWAL AND TERMINATION:

This MOA shall begin on the date of last signature. Either party may terminate this Agreement upon 180 days advance notice, in writing, to the other party. In the event this MOA is terminated, both institutions agree to make completion provisions for individual students participating in the program at the time of termination.

This Agreement shall not be modified or amended, except in a written instrument executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals effective as of the date and year first above written.

University of Texas at Tyler

Tarrant County College District

DocuSigned by:

Kirk Calhoun

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Dr. Kirk Calhoun,
President

DocuSigned by:

Amir Mirmiran

6038D7839FB642E...

Dr. Amir Mirmiran,
Executive Vice President for Academic Affairs
and Provost

Shelley Pearson

Dr. Shelley Pearson,
Vice Chancellor and Provost

EH

Edward Hicks IV,
District Director of Educational
Partnerships