



MEMORANDUM OF AGREEMENT

Tarrant County College District and The University of Texas Permian Basin



I. INTRODUCTION

This Memorandum of Agreement (hereinafter "MOA") is by and between Tarrant County College (hereinafter "TCCD"), a community college organized under the laws of Texas, and the University of Texas Permian Basin (hereinafter "UTPB"), a public university in Odessa, Texas and part of the University of Texas System.

II. PURPOSE

Tarrant County College (TCCD) and The University of Texas Permian Basin (UTPB) are two public institutions with distinct missions, yet shared responsibilities to Texas and the region for student success. This Memorandum of Understanding (MOU) is an agreement facilitating student success through seamless transfer; it creates a framework so that students and their advisors know how courses will transfer between the two institutions.

III. TRANSFER ELEMENTS

This MOA outlines three areas in which to expand TCCD's and UTPB's existing partnership. These three areas include:

- 1) Reverse Transfer
- 2) Forward Transfer
- 3) Joint Obligations

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

1) REVERSE TRANSFER

Reverse Transfer permits students that have matriculated to UTPB prior to completion of an associate degree at TCCD to transfer course work from UTPB 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 University UTPB will deliver reverse transcripts via the National Student Clearinghouse (NSC) Reverse Transfer service.* Upon the student's request reverse transfer of UTPB 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 UTPB and have earned a cumulative total of at least **90 credit hours** for course work successfully completed.

The Registrar's staff at UTPB and TCCD will work together to facilitate transfer of credits earned at UTPB to TCCD for students who transfer from TCCD to UTPB before completing the requirements for an associate degree. This process will occur between TCCD and UTPB on a regular basis for students who meet the criteria and provide authorization for reverse transfer via the Entering Freshman or Transfer Apply Texas application and will require no other student action to trigger the transfer of credits. Credits will be reviewed at TCCD on a regular basis so that associate degrees that have been completed via transfer can be awarded to students.

2) FORWARD TRANSFER

Forward Transfer permits students enrolled at TCCD to matriculate to UTPB prior to completion of an associate degree at TCCD and to transfer course work from TCCD to UTPB in order to complete a bachelor's degree. This feature may be extremely advantageous to students who aspire for early exposure to their academic program of study at the bachelor's degree level. Upon the student's requested forward transfer, TCCD credits will be accepted by UTPB for consideration of a Bachelor's degree and TCCD will ensure students and UTPB have access to academic transcripts in order to facilitate this process.

3) JOINT OBLIGATIONS

- a. TCCD and UTPB will maintain the integrity of their separate programs and enter into this agreement as equal partners.
- b. TCCD and UTPB 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 partnership 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 partnership agreement to students.
- e. TCCD and UTPB will provide a website link to each other's website.
- f. TCCD and UTPB will communicate to transfer the state mandated Core Curriculum and Field of Study requirements in a smooth manner.
- g. TCCD and UTPB 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. The *University of Texas Permian Basin* pre-admission application between TCCD and UTPB will contain the following release of information clause for students to sign:
Under Federal legislation, namely the Family Educational Rights and Privacy Act (FERPA) of 1974, I understand that my educational records cannot be released without my written permission. I authorize the release of my academic records from TCCD to UTPB and the release of my academic records from UTPB to TCCD, in order to share student data information between the two institutions without the violation of FERPA. I understand that I do have the right to rescind this release agreement of my academic records, at any time.
- i. Future signed articulation agreements between TCCD and UTPB will be added to this admission partnership agreement as Addenda.
- j. TCCD and UTPB will advise students regarding the state mandated policies (e.g., 3-peat rule, excessive hour rule, rebates...etc.).

- k. TCCD will permit UTPB to utilize and schedule space in their Transfer Centers on the TCCD campuses, in order to counsel and advise students about transferring to UTPB.
- l. UTPB will provide TCCD with an annual report that includes the number and academic performance of former TCCD students enrolled at UTPB as permitted under the Family Educational Rights and Privacy Act (FERPA).

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:

UTPB
Dr. Daniel Heimmermann
VP for Academic Affairs/Provost
University of Texas Permian Basin
4901 E University Blvd
Odessa, TX 79762

TCCD:
Dr. Elva LeBlanc
Executive Vice Chancellor and Provost
Tarrant County College District
1500 Houston Street
Fort Worth, TX 76102

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 Erath 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 Vice President for Academic Affairs and Provost at UTPB and the Executive 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 Permian Basin



Dr. George Nnanna 2-2-2021
College of Engineering Dean Date

UTPB University



Dr. Daniel Heimmermann 2/11/21
VPAA/ Provost Date

Tarrant County College District



John Spencer 1/28/2021
District Registrar and Date
Director of Academic Support Services

UTPB President



Dr. Sandra Woodley 2/24/21
President Date

Tarrant County College District



Dr. Elva LeBlanc 1/28/2021
Executive Vice Chancellor Date
and Provost