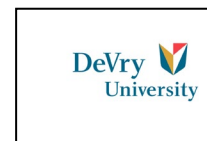




## MEMORANDUM OF AGREEMENT



### Tarrant County College District and DeVry University

#### 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 DeVry University, Inc. (hereinafter "DeVry"), 1200 E. Diehl Rd, Naperville, IL 60563 with national locations including 4800 Regent Blvd, Ste 200, Irving, TX 75063 (Locations subject to change without notice.).

#### II. PURPOSE

The following MOA between TCCD and DeVry 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 three areas in which to expand TCCD's and DeVry's partnership. These three areas include:

- 1) Reverse Transfer
- 2) Joint Obligations
- 3) Other Items

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

##### 1) REVERSE TRANSFER

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

## 2) JOINT OBLIGATIONS

- a. TCCD and DeVry will maintain the integrity of their separate programs and enter into this MOA as equal partners.
- b. TCCD and DeVry 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 MOA 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 MOA to students.
- e. TCCD and DeVry will provide a website link to each other's website.
- f. Future signed articulation agreements between TCCD and DeVry will be added to this MOA as Addenda.
- g. TCCD will permit DeVry to utilize and schedule space in their Transfer Centers on the TCCD campuses, in order to counsel and advise students about transferring to DeVry.
- h. DeVry will provide TCCD with an annual report that includes the number and academic performance of former TCCD students enrolled at DeVry as permitted under the Family Educational Rights and Privacy Act (FERPA).

## 3) OTHER ITEMS

### A. Transfer Admissions Pledge (the "Program")

The Program offers DeVry's pledge for transfer admission to the Bachelor of Science in Technical Management degree or the Bachelor Science of Business Administration degree at DeVry for TCCD students who have completed DeVry's Admissions Application ("Program Participants") and satisfied the Program requirements established herein.

- a. Program Participants that earn an associate degree from TCCD and satisfy DeVry admission requirements will be admitted into DeVry.
- b. Program Participants who earn a qualifying associate degree from TCCD will receive 60 credit hours into the DeVry program as listed below.
  - a. Associate of Applied Science in Accounting Information Management into the Bachelor of Science in Technical Management
  - b. Associate of Applied Science in Business Administration – Accounting Assistant into the Bachelor of Science in Technical Management
  - c. Associate of Applied Science in Business Administration - Business into the Bachelor of Science in Technical Management
  - d. Associate of Applied Science in Business Administration – Small Business Management into the Bachelor of Science in Technical Management
  - e. Associate of Applied Science in Business Administration into the Bachelor of Science in Technical Management
  - f. Associate of Applied Science in Criminal Justice into the Bachelor of Science in Technical Management
  - g. Associate of Applied Science in Hospitality Management: Food Service Management into the Bachelor of Science in Technical Management

- h. Associate of Applied Science in Human Resources Management into the Bachelor of Science in Technical Management
- i. Associate of Applied Science in Marketing into the Bachelor of Science in Technical Management
- j. Associate of Applied Science in Logistics and Supply Chain Management into the Bachelor of Science in Technical Management
- k. Associate of Science in Business into the Bachelor of Science in Business Administration
- c. Program Participants who apply will receive a waived application fee.
- d. Program Participants who earn an associate degree from TCCD and enroll at DeVry will be automatically considered for the Future Ready Transfer Scholarship.
- e. Program Participants who apply and are accepted to DeVry will receive academic, financial aid and career services advising.

## **B. Academic Requirements for Program Participants**

- a. All courses taken at TCCD with grades “D” or better as part of a conferred associate degree will be accepted for credit by DeVry. In the event DeVry has specific grade requirements for core courses in the undergraduate program, the Program Participant may be required to repeat a course in the undergraduate degree program to satisfy that requirement.
- b. During enrollment as part of the Program, DeVry will provide advisement to Program Participants to discuss academic program requirements and transfer credits when initiated by the Program Participant. It is recommended that Program Participants track their degree progress by working with their transfer advisor at TCCD. Program Participants shall authorize TCCD and DeVry to share their education records, as defined by the Family Educational Rights and Privacy Act of 1974, and its implementing regulations (“FERPA”). DeVry shall provide reasonable advising services to Program Participants seeking to discuss DeVry’s academic program requirements and transfer credit policies. DeVry may elect to communicate directly with Program Participants to inform them of presentations, workshops, activities, visits, and other events and resources relevant to Program Participants.

## **C. Admission Requirements for Program Participants**

- a. Program Participants must apply to DeVry through its enrollment process and meet all applicable requirements and deadlines, including but not limited to the payment of tuition and fees, completion of a background check (if required), and receipt of certain vaccinations, if required by state. Unless explicitly stated herein, all Program Participants who enroll at DeVry are subject to the same general rules and requirements applicable to all other DeVry students, including, but not limited to, those governing course enrollment, financial aid, academic sanction, suspension, and expulsion.
- b. Notwithstanding anything to the contrary, DeVry reserves the right to deny admission to Program Participants that: (i) have been suspended, dismissed, or expelled for academic or non-academic reasons from any academic institution; (ii) have been convicted of any criminal offense; (iii) present other factors in their

personal or academic background that DeVry deems inappropriate, inconsistent with DeVry standards; or (iv) do not otherwise meet DeVry’s requirements for admission, as amended from time to time.

- c. Failure to meet the academic and admission requirements for the Program does not preclude Program Participants from applying and being considered for admission to DeVry under the same conditions as traditional transfer applicants.

**D. Eligibility for a Program Transfer Scholarship**

- a. Program Participants may be eligible for the Future-Ready Transfer scholarship upon their first session of enrollment at DeVry by enrolling in at least 9 credit hours per semester. Qualifying transfer students enrolled in a DeVry bachelor’s degree program will be awarded \$1,000 during their first session, \$6,168 during their last 12 credit hours with a lifetime award of \$7,168.
- b. Program Participants shall be considered for additional merit-based scholarships for which they qualify and apply (when required). Completion of the Free Application for Federal Student Aid (“FAFSA”) is required for consideration for many need-based awards.
- c. Students may be eligible for multiple institutional funding programs and may only be awarded the funding program that is most beneficial.

**IV. ADDITIONAL MOA PROVISIONS**

**1) GENERAL PROVISIONS AND DEFINITIONS FOR MOA**

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

Notice: Any notice, demand, or communication required, permitted, or desired to be given under this MOA, 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:

DeVry:                             Scarlett Howery  
  Vice President of Campus and University Partnerships  
  DeVry University  
  1200 E. Diehl Rd  
  Naperville, IL 60563

TCCD:                             Dr. Elva LeBlanc  
  Acting Chancellor  
  Tarrant County College District  
  300 Trinity Campus Circle  
  Fort Worth, TX 76102

Enforceability: Should any provision of this MOA 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 MOA.

**Governing Law:** This MOA shall be governed by and interpreted in accordance with the laws of the state of Texas. Venue for any dispute arising out of this MOA 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 MOA 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 MOA 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 MOA 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 MOA 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 MOA 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 MOA 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 MOA IMPLEMENTATION, MAINTENANCE AND REVISION:**

The Provost and Vice President of Campus and University Partnerships at DeVry University and the Executive Vice Chancellor and Provost at TCCD will:

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

**3) PROVISIONS FOR MOA INITIATION RENEWAL AND TERMINATION:**

- a. This MOA shall begin on the date of last signature (the “Effective Date”).
- b. This MOA will remain in effect until terminated as provided below. The Program will be subject to annual review to adjust scholarship requirements and amounts, participating degree programs and requirements, and any other terms of the MOA the parties deem appropriate. Any changes to the Program must be agreed-upon in writing at least sixty (60) days prior to the first day of instruction (at both institutions) of the academic year in which the change will be implemented.
- b. Either party may terminate this MOA for any reason or no reason upon sixty (60) days’ written notice to the other party.
- c. In the event of termination, the Program Participants at the time of termination will be guaranteed transfer into DeVry provided they satisfy all Program requirements and apply for admission as a transfer student to DeVry no later than two (2) years after the date of termination.

**4) MISCELLANEOUS:**

- a. This MOA shall not be modified, altered, or amended in any way other than by a written instrument executed by the parties.
- a. All sections of this MOA which by their nature would be expected to survive termination or expiration shall do so.
- b. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this MOA. Neither party shall make any commitment or give the impression that it has authority to make any commitment, on behalf of the other party.
- c. There are no intended or actual third-party beneficiaries of this MOA.

By signing below, each party acknowledges its agreement with the terms and conditions of this MOA, and each signatory represents and warrants that they are authorized to sign on behalf of and to bind their party to all of the terms and conditions of this MOA as of the Effective Date.

DeVry University, Inc.

Tarrant County College District

*Scarlett Howery*

Scarlett Howery (May 9, 2022 11:54 EDT)

Vice President of Campus &  
University Partnerships

*Eva LeBlanc*

Acting Chancellor

*John Jensen*

District Registrar and  
Director of Academic Support Services











# Tarrant County College District - Memorandum of Agreement

Final Audit Report

2022-05-09


Created:	2022-05-04
By:	GASTON WHITE (gaston.white@tccd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAADtD9gB3R9DWNdCkFy0PDwiOaWL66TjLv

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 Agreement completed.

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