

**EDUCATIONAL PARTNERSHIP AGREEMENT
BETWEEN
ANGELO STATE UNIVERSITY
AND
DALLAS COLLEGE**

This Educational Partnership Agreement ("EPA" or "Agreement") is made on August 12, 2022, by and between Dallas College, a Texas political subdivision of higher education ("Dallas College" or "College"), located at 1601 Botham Jean Blvd., Dallas, Texas 75215 and Angelo State University ("ASU" or "University"), a public institution of higher education organized and existing under the laws of the State of Texas, located at ASU Station #11014, San Angelo, Texas 76909. The College and ASU may hereafter be individually referred to as "Party" and collectively as "Parties."

I. RECITALS

WHEREAS the Parties desire to enter into an agreement in which the Parties will work together to provide educational opportunities to students transferring between Dallas College and ASU; AND

WHEREAS the Parties enter into this EPA to set forth the working arrangements that each of the Parties agree are necessary to further the quality, affordability, and accessibility of higher education; AND

NOW, THEREFORE, the Parties enter into this EPA in order to provide seamless transfer to advance the educational mission of both Dallas College and ASU.

II. RESPONSIBILITIES OF THE PARTIES

It is understood by the Parties that each should be able to fulfill its responsibilities under this EPA in accordance with the provisions of law and regulation which govern their activities. Nothing in this EPA is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either Party is unable to perform its functions under this EPA consistent with such Party's statutory and regulatory mandates, the affected Party shall provide written notice to the other to establish a date for mutual resolution of the conflict.

a) Responsibilities of the College.

i. Transfer Resources

- a) Dallas College will work to provide appropriate ASU transfer information to students.
- b) Dallas College agrees to invite ASU to recruitment and outreach events hosted for Dallas College students.

b) Responsibilities of University.

i. Scholarships and Tuition Benefits

- a) Dallas College students who are members in good standing with the Phi Theta Kappa ("PTK") organization are encouraged to apply for the Phi Theta Kappa Scholarship at Angelo State University. The PTK scholarship is renewable for two years as long as the student is meeting the PTK satisfactory academic progress requirements.
- b) ASU will provide transfer students with information regarding the availability of transfer scholarships for eligible students as well as any other financial aid opportunities at ASU.

c) Joint Responsibilities of the Parties.

i. Educational Partnership

- a) Dallas College and ASU formally recognize that both institutions are active educational partners.

ii. Transfer Resources

- a) ASU and Dallas College will work collaboratively to identify ways to strengthen transfer of Dallas College students to ASU.
- b) ASU and Dallas College will encourage students to complete the associate degree before transferring for admissions, financial aid, and academic advantages.

iii. Communication and Data Exchange

- a) The Office of Transfer, Articulation, and Alternative Credit Programs at Dallas College serves as the liaison office to establish routine communication with ASU for addressing issues or problems associated with student transfer.
- b) ASU will provide notification to Dallas College, at or before execution of the Agreement, of selection criteria for limited access programs.
- c) The Parties acknowledge and agree that any student data and information exchanged between the Parties must be exchanged in compliance with the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and the regulations promulgated thereunder, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”). Pursuant to FERPA, protected student information and data may be exchanged between schools, school systems, or institutions of postsecondary education, without obtaining prior written consent of the student, where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer. 20 U.S.C. § 1232g(b)(1)(B) and 34 C.F.R. § § 99.31(a)(2).
- d) Additionally, Dallas College and ASU will comply with, and will be responsible for requiring their respective officers and employees to comply with, all other applicable federal, state, and local laws and regulations; and the rules and regulations of their respective governing boards, including, but not limited to, the Health Insurance Portability and accountability Act (HIPAA); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and applicable provisions of the Texas Education Code and Texas Government Code. Notwithstanding the foregoing, the Parties understand and agree that nothing herein shall impose upon a Party the duty to comply with laws, rules, and regulations to which they are not otherwise subject.
- e) ASU and Dallas College agree to exchange annual data reports and documents in a mutually agreeable fashion that will contribute to the maintenance and improvement of these transfer arrangements and promote effective cooperation between the two institutions. After obtaining appropriate permission from the students involved and in compliance with all federal, state, and local laws, the institutions will exchange data including but not limited to admissions information, such as credits awarded towards program upon completion of the transfer process, academic performance, retention, and bachelor’s degree completion (including time to degree).
 - i. ASU agrees to request from Dallas College names and contact information of graduates and current Dallas College students with at least 30 SCH (Semester Credit Hour). Requests can be made through an online data analysis request form, submitted to the Dallas College Office of Systemic Reporting and Analytics. The request form can be found at:
<https://forms.dcccd.edu/DOIR/AnalysisRequest/Pages/default.aspx>.
 - ii. A copy of this signed Agreement must accompany the request. Information will be shared in accordance with applicable law. Questions about submitted data requests can be addressed to: sra@dcccd.edu.

III. General Provisions

- a) Marks and Intellectual Property. Each Party understands and agrees that all trademarks, service marks, logos, symbols, slogans, domain names and trade names (collectively “Marks”) are the properties of their respective owners. A Party’s Marks may only be used with that Party’s prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Prior written consent must also be obtained for any materials produced and distributed by a Party which contain the name, image, and likeness of the other Party and/or specifically reference this Agreement and/or makes a general representation about the other Party’s institution. Except as otherwise provided herein, each Party owns and retains all right, title and interest, worldwide to its respective name, tradenames, trademarks, service marks, trade secrets, patents and other intellectual property rights and each Party agrees that no transfer, grant or license of rights under any patent or copyright or to any intellectual property, proprietary information and/or trade secret is made or is to be implied by this Agreement except as may be expressly stated otherwise herein.
- b) Governing Law and Venue. This Agreement and all the rights and obligations and terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- c) Amendments. This Agreement may not be amended or modified except by a written instrument executed by both Parties and approved by the Dallas College Provost or designee.
- d) Severability. The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof.
- e) No Financial Implication. No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement. ASU and Dallas College are separate and independent institutions of higher education and intend to remain so. The administrators of ASU and Dallas College are authorized to prepare and implement plans of action and procedures necessary to affect this Agreement.
- f) Non-exclusivity. This Agreement in no way prohibits either Party from participating in similar activities with other public or private agencies, organizations, and individuals.
- g) Exemptions, Privileges, and Immunities. It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver by either Dallas College or ASU of its right to claim such exemptions, privileges, and immunities as may be provided by law. None of the terms of this Agreement shall be deemed to be waived, in whole or in part, by either Party unless such waiver is in writing and executed by authorized representatives of both Parties. No waiver of any provision of this Agreement shall be deemed a waiver of, or render unenforceable, any other provision of this Agreement.
- h) Compliance with Laws and Policies: Each Party and its directors, officers, shareholders, members, principals, participants, employees, and agents shall comply with applicable laws, ordinances, regulations, and codes, including the identification and procurement of required permits, certificates, approvals, and inspections, if any, related to the performance of this Agreement.
- i) Force Majeure. Neither Party will be liable for failure to perform any obligation under this Agreement if such failure is directly caused by a Force Majeure Event. A “Force Majeure Event” shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the Party impacted, and that could not have been prevented by the reasonable diligence of the Party. Without in any way limiting the foregoing, a Force Majeure Event may include, but is not restricted to, acts of God or of

a public enemy, acts of the Government in either its sovereign or contractual capacity, war, riots, fires, floods, epidemics or pandemics, mass health issues or disease, quarantine restrictions, strikes or labor difficulties, civil tumult, freight embargoes, natural disasters, unusually severe weather, a failure or disruption of utilities or critical electronic systems, acts of terrorism, mass shootings or other emergencies that disrupt a Party's operations.

IV. Evaluation

The Parties agree to establish an annual evaluation process of the program(s) supported by this Agreement, with appropriate representatives of both Parties participating in the evaluation process. The purpose of the evaluation will be to identify gaps in transfer success for students moving between institutions and establish measures to eliminate barriers to success.

V. Agreement Continuation and Termination

The terms and conditions of this Agreement may also be subject to review any time institutional plans, curricular or programmatic changes, or any other changes are to be made by either Party. Each Party will inform the other, in writing, of any institutional plans, curricular or programmatic changes, or any other changes that may have an impact on the contents of this Agreement as soon as reasonably possible. Any such changes will either be integrated into subsequent agreements between the Parties or will be addressed through a written amendment to this Agreement, whichever is most appropriate. Both Parties reserve the right to amend or revise this Agreement. This Agreement may be terminated upon 180 days prior written notice to the non-terminating Party.

Any changes or request for termination must be submitted in writing and signed by an authorized representative of each Party to be effective. Notice(s) shall be directed to the appropriate parties at the following addresses:

| Dallas College | Angelo State University |
|---|--|
| Name: Transfer, Articulation, and Alternative Credit Programs | Name: ASU Office of Admissions |
| Address: 9596 Walnut St. | Address: ASU Station #11014 |
| City, State, Zip: Dallas, Texas, 75243 | City, State, Zip: San Angelo, Texas, 76909 |
| Email: articulation@dccd.edu | Telephone: 325-942-2041 |
| | Email: cecilia.hernandez@angelo.edu |

Each Party reserves the right to designate in writing to the other Party any change of name, change of person, or address to which the notices shall be sent.

Subject to prior termination or revocation (as provided herein), this Agreement shall become effective upon final signature of either Party by their authorized representative and will remain in effect for a period of three years at which time both Parties agree to review the nature of the partnership to determine renewal of this EPA or pursuit of a Transfer Partnership Agreement.

**APPROVED:
ANGELO STATE UNIVERSITY**


Ronnie D. Hawkins, Jr.

Ronnie D. Hawkins, Jr., Lt Gen (ret), USAF
President

08/12/2022

Date

**APPROVED:
DALLAS COLLEGE**


Shawnda Floyd (Aug 12, 2022 20:06 CDT)

Shawnda Floyd, Ed.D., J.D.
Provost

Aug 12, 2022

Date

APPROVED:
ANGELO STATE UNIVERSITY

Jamie Mayer

Jamie Mayer (Aug 8, 2022 15:45 CDT)

Mrs. Jamie Mayer
Vice President for External Affairs

08/08/2022

Date