



MEMORANDUM OF AGREEMENT



Tarrant County College District and Houston Baptist 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 Houston Baptist University (hereinafter "HBU"), *which is an institution of higher education located at 7502 Fondren Road, Houston, Texas 77074.*

II. PURPOSE

The following MOA between TCCD and HBU 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 HBU'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 HBU's service region, these three areas may be expanded through the written mutual agreement of the Chief Executive Officers (or designees) of TCCD and HBU as new needs are identified.

1) REVERSE TRANSFER

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

2) JOINT OBLIGATIONS

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

3) OTHER ITEMS

HBU TRANSFER STUDENT BENEFITS

RESIDENTIAL STUDENTS

- A. APPLICATION FEES WILL BE WAIVED FOR PARTNER STUDENTS, AND EMPLOYEES.
- B. UNIVERSITY WILL PROVIDE A HBU TRANSFER MERIT AWARD SCHOLARSHIP FOR QUALIFYING UNDERGRADUATE STUDENTS OR A 33% TUITION DISCOUNT FOR TRANSFERS ADMITTED WITH AT LEAST A 2.0 GPA, WHICHEVER IS GREATER.
- C. UNIVERSITY WILL AUTOMATICALLY CONSIDER THE ELIGIBILITY OF PARTNER STUDENTS AND EMPLOYEES TO QUALIFY FOR A HBU TRANSFER MERIT AWARD SCHOLARSHIP.
 - I. TRANSFER MERIT AWARD SCHOLARSHIPS WILL BE VALUED UP TO \$16,000 EACH YEAR OR
 - II. RECIPIENTS WILL RECEIVE A 33% TUITION CREDIT EACH SEMESTER.
 - III. MEMBERS IN GOOD STANDING WITH PHI THETA KAPPA WILL ALSO RECEIVE AN ADDITIONAL \$3,000 SCHOLARSHIP PER YEAR.
 - IV. ALL SCHOLARSHIPS AWARDS ARE RENEWABLE FOR UP TO 7 SEMESTERS BASED ON MAINTAINING A MINIMUM CUMULATIVE GPA OF 2.5 FOR THE TUITION CREDIT OR A CUMULATIVE GPA OF 3.0 FOR THE HBU TRANSFER MERIT SCHOLARSHIPS AND THE PHI THETA KAPPA AWARD.

- D. PARTNER STUDENTS AND EMPLOYEES ADMITTED TO UNIVERSITY INSTITUTION WILL BE ALLOWED ACCESS TO ACADEMIC ADVISING SERVICES AT UNIVERSITY INSTITUTION.
- E. STUDENTS ARE PERMITTED TO APPLY FOR BOTH UNIVERSITY AND PARTNER INSTITUTIONS. JOINTLY ADMITTED TO UNIVERSITY AND PARTNER INSTITUTION WILL RECEIVE:
 - I. STUDENT ID AT BOTH UNIVERSITY AND PARTNER INSTITUTION.
 - II. STUDENT COMPUTER/INTERNET ACCOUNT AT UNIVERSITY AND PARTNER INSTITUTION.
 - III. STUDENT ACCESS TO COMPUTER LABS AT UNIVERSITY AND PARTNER INSTITUTION.
 - IV. STUDENT ACCESS TO LIBRARIES AT UNIVERSITY AND PARTNER INSTITUTION

ONLINE DEGREE PROGRAMS

- I. APPLICATION FEE WAIVED
- II. 15% OFF TUITION SCHOLARSHIPS FOR NON-MILITARY STUDENTS. THE TUITION DISCOUNT IS APPLIED FOR THE LIFE OF THE DEGREE, AS LONG AS THE STUDENT DOES NOT BREAK ENROLLMENT (DOES NOT INCLUDE MILITARY STUDENTS, SEE THE TUITION RATE FOR OUR MILITARY SERVICE MEMBERS BELOW).
- III. MILITARY DISCOUNT ON TUITION FOR ACTIVE DUTY, AND VETERANS (HONORABLE DISCHARGE) WHEN YOU SUBMIT AN LES OR DD-214. DISCOUNTED TUITION RATE IS \$250 A CREDIT HOUR.

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:

HBU: Sandy Mooney
CFO / COO
Houston Baptist Univ
7502 Fondren Rd
Houston, TX 77074

TCCD: Dr. Elva LeBlanc
Acting Chancellor
Tarrant County College District
300 Trinity Campus Circle
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 Harris 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 unlawfully 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 COO/CFO at HBU 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:

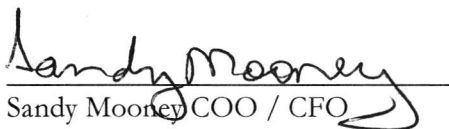
This MOA shall begin on the date of last signature. Either party may terminate this Agreement upon 180 days advance notice, in writing, to the other party without penalty. In the event this MOA is terminated, both institutions agree to make completion provisions for individual students participating 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.


Houston Baptist University

Tarrant County College District


Sandy Mooney COO / CFO


Acting Chancellor

APPROVED AS TO FORM
By 
Legal


District Registrar and
Director of Academic Support Services