

**EDUCATIONAL PARTNERSHIP AGREEMENT
BETWEEN
BUTLER UNIVERSITY
AND
DALLAS COLLEGE**

This Educational Partnership Agreement ("EPA" or "Agreement") is entered into 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 Butler University ("Butler University" or "University"), a private institution of higher education organized and existing under the laws of the State of Indiana located at 4600 Sunset Avenue, Indianapolis, IN 46208. Dallas College and Butler University may hereafter be individually referred to as "Party" and collectively as "Parties."

Students will be eligible for this EPA effective August 1, 2024

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 Butler University; 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 Butler University.

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 provide appropriate Butler University transfer information to students, alumni, and employees. Such information will be provided by Butler University to Dallas College.
- b) Dallas College agrees to invite Butler University to recruitment and outreach events hosted for Dallas College students.

b) Responsibilities of University.

i. Admissions and Tuition

- a) Butler University has full, final, and complete decision and authority on all admissions decisions, enrollment decisions, and all tuition discount decisions.
 1. Contingent upon admission to the program and the number of tuition discounts awarded based on available funding, Butler University will provide Dallas College students, alumni, and employees a tuition reduction of 10% for the following degree program(s):
 - i. Bachelor of Science in Organizational Leadership

2. Butler University agrees to waive application fees for the following degree program(s) for Dallas College students, alumni, and employees:

i. Bachelor of Science in Organizational Leadership

b) Butler University will provide transfer students who have applied to Butler University with information regarding the availability of transfer scholarships for eligible students as well as any other financial aid opportunities at Butler University.

c) Joint Responsibilities of the Parties.

i. Educational Partnership

a) Dallas College and Butler University formally recognize that both institutions are active educational partners.

b) As Dallas College students complete their credit hour requirements for the B.S. Degree in Organizational Leadership, they must meet graduation requirements as approved by Butler University at the time of the student's admission to the appropriate degree program. Once enrolled at Butler University, students are subject to all Butler University academic policies and the student code of conduct.

ii. Transfer Resources

a) Butler University and Dallas College will work collaboratively to identify ways to strengthen transfer of Dallas College students to Butler University.

b) Butler University 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 Articulation, Transfer, and Educational Policy at Dallas College serves as the liaison office to establish routine communication with Butler University for addressing issues or problems associated with student transfer.

b) Butler University 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)(1) and (a)(2).

d) Additionally, Dallas College and Butler University 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) Butler University 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 that is relevant to this EPA 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. Dallas College shall provide the names and contact information of graduates and current Dallas College students with at least 30 SCH (Semester Credit Hour). Requests for this information can be made by Butler University through an online data analysis request form, submitted to the Dallas College Office of Strategic Research and Analytics. The request form can be found at: <https://webapps.dcccd.edu/forms/dmr>.
- 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@dallascollege.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 (including its students, employees, directors, officers, or agents) 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.

Neither Party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other Party. In no event shall the license or use of Butler University's name, tradename, trademark, or logo be assigned to a parent, affiliate, or successor company formed by the merger or reorganization or similar corporate transaction of either institution with another company or institution.

- b) Governing Law and Venue.** Intentionally Omitted
- 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 and Vice Chancellor of Workforce Education 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 between the Parties is intended or implied by this Agreement. Butler University and Dallas College are separate and independent institutions of higher education and intend to remain so. The administrators of Butler University 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 Butler University 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 (including, but not limited to, credit hours, degree components, degree name, course descriptions). 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. Any amendments to revisions to this Agreement shall not take effect unless agreed upon, in writing, by both Parties. This Agreement may be terminated upon 180 days prior written notice by the terminating Party to the non-terminating Party. In the event the Agreement is terminated, any currently enrolled transfers participating in this program may continue to be enrolled at Butler University until the student graduates, transfers, or withdraws from Butler University, or as long as they remain in good standing.


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	Butler University
Name: Articulation, Transfer, and Educational Policy	Name: Office of General Counsel
Address: 9596 Walnut St.	Address: 4600 Sunset Avenue
City, State, Zip: Dallas, Texas, 75243	City, State, Zip: Indianapolis, IN 46208
Email: articulation@dallascollege.edu	Telephone: 317.940.8533
	Email: aphelp@butler.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:
DALLAS COLLEGE**

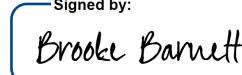
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Shawnda Floyd, Ed.D., J.D.
Provost and Vice Chancellor of
Workforce Education

9/6/2024

Date

**APPROVED:
BUTLER UNIVERSITY**

Signed by:


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Brooke Barnett, Ph.D.
Provost and Executive Vice President for
Academic Affairs

9/6/2024

Date

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Stephanie Hinshaw
Associate Vice President of
Transformation

9/6/2024

Date