

**DEVRY UNIVERSITY TRANSFER PLEDGE AGREEMENT
DALLAS COLLEGE
AND
DEVRY UNIVERSITY**

This Transfer Pledge Agreement (“Agreement”) is by and between Dallas College (“Institution”), a Texas political subdivision of higher education, and DeVry University, Inc. (“DeVry”). Dallas College and DeVry may hereafter be individually referred to as “Party” and collectively as “Parties”.

RECITALS

Through this Agreement, Institution and DeVry agree to a cooperative relationship to better serve students and to facilitate the transfer process from Institution to DeVry through Transfer Admission Pledge (“the Program”).

The Program offers DeVry’s pledge for transfer admission to the Bachelor of Science in Business Administration and Bachelor of Science in Technical Management degrees at DeVry for Institution students who have completed DeVry’s Admissions Application (“Program Students”) and satisfied the Program requirements established herein.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Institution and DeVry agree as follows:

1. Transfer Admissions Pledge

- a. Program Students that earn an associate degree from Institution and satisfy DeVry admission requirements will be admitted into DeVry.
- b. Program Students who earn a qualifying associate degree from Dallas College will receive 60 credit hours into the DeVry program as listed below:
 - a. Associate of Arts with a Field of Study in Business Administration and Management into the Bachelor of Science in Business Administration
 - b. Associate of Applied Science in Accounting into the Bachelor of Science in Technical Management
 - c. Associate of Applied Science in Business Administration into the Bachelor of Science in Technical Management
 - d. Associate of Applied Science in Marketing into the Bachelor of Science in Technical Management
 - e. Associate of Applied Science in Criminal Justice and Public Safety into the Bachelor of Science in Technical Management
 - f. Associate of Applied Science in Hospitality Management into the Bachelor of Science in Technical Management
 - g. Associate of Applied Science in Logistics and Supply Chain Management into the Bachelor of Science in Technical Management
- c. Program Students who apply will receive a waived application fee.

- d. Program Students who earn an associate degree from Institution and enroll at DeVry will be automatically considered for the Future Ready Transfer Scholarship.
- e. Program Students who apply and are accepted to DeVry will receive academic, financial aid and career services advising.

2. Academic Requirements for Program Students

- a. All courses taken at the Institution 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 Students 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 Students to discuss academic program requirements and transfer credits when initiated by the Program Students. It is recommended that Program Students track their degree progress by working with their Success Coach at Institution. Program Students shall authorize Institution 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 Students seeking to discuss DeVry’s academic program requirements and transfer credit policies. DeVry may elect to communicate directly with Program Students to inform them of presentations, workshops, activities, visits, and other events and resources relevant to Program Students.

3. Admission Requirements for Program Students

- a. Program Students 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 Students 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 Students 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 Students from applying and being considered for admission to DeVry under the same conditions as traditional transfer applicants.

4. Eligibility for a Program Transfer Scholarship

- a. Program Students 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 Students 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.

5. Term and Termination

- a. This Agreement shall become effective upon final signature of either Party by their authorized representative ("Effective Date"). The term of this Agreement will be for three (3) years from the Effective Date, unless earlier 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 Agreement 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 Agreement for any reason or no reason upon sixty (60) days' written notice to the other Party.
- c. In the event of termination, the Program Students 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.

6. Engagement Plan

- a. DeVry and Institution will have the right to review and approve all advertising for the Program.
- b. All promotion and advertising contemplated under this Agreement will be done in accordance with all applicable laws and regulations.

7. Communication and Data Exchange

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

DeVry 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 Strategic Research and Analytics. The request form can be found at:
<https://webapps.dcccd.edu/forms/dmr>.

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.

8. Miscellaneous

- a. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- b. This Agreement shall not be modified, altered, or amended in any way other than by a written instrument executed by the parties.
- c. If any provision of this Agreement is found illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- d. 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.
- e. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received and must be given in writing by courier or reputable overnight delivery service, or by certified mail, or via electronic mail (as applicable), return receipt requested, to either Party at the following address (or to such other address as such Party may substitute, by providing a written notice).

For Institution:
Dallas College
Attn: Dr. Shawnda Floyd
1601 Botham Jean Boulevard
Dallas, TX 75215

For DeVry:
DeVry University
Attn: Scarlett Howery
4225 Naperville Road, Ste. 400
Lisle, IL 60532

With a copy to:

Dallas College
Attn: Articulation, Transfer, and
Educational Policy
9596 Walnut St.
Dallas, TX 75243
articulation@dallascollege.edu


With a copy to:

DeVry University
Attn: Legal – Contracts
4225 Naperville Road, Ste. 400
Lisle, IL 60532

- f. The waiver by either Party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
- g. Neither Party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section shall be null and void.
- h. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- i. All sections of this Agreement which by their nature would be expected to survive termination or expiration shall do so.
- j. The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party shall make any commitment or give the impression that it has authority to make any commitment, on behalf of the other Party.
- k. There are no intended or actual third-party beneficiaries of this Agreement.
- l. The Parties shall comply with all applicable laws and regulations in performing their obligations hereunder, including, but not limited to, FERPA. When taking actions (or failing to act) in any way relating to this Agreement, each Party agrees that it shall not unlawfully discriminate against any person on the basis of race, sex, sexual orientation, religion, disability, age, national origin, or ancestry, genetic information, military status, gender identity and expression, veteran status, pregnancy or color.

By signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement, 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 Agreement as of the Effective Date.

Dallas College



Shawnda Floyd (Apr 11, 2024 13:00 CDT)

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

Date: Apr 11, 2024

DeVry University, Inc.

DocuSigned by:
SCARLETT HOWERY

Name: Scarlett Howery
 Title: Vice President, Public Workforce Solutions

Date: 4/11/2024

In New York State, DeVry University operates as DeVry College