MEMORANDUM OF UNDERSTANDING

Between

Texas A&M University-Corpus Christi

and

Del Mar College

Establishing the

Joint Enrollment Agreement

THIS MEMORANDUM OF UNDERSTANDING is made this _____ day of ______, 2009 by and between Texas A&M University-Corpus Christi, a member of The Texas A&M University System, an agency of the State of Texas (hereinafter “TAMU-CC”) and Del Mar College (hereinafter “DMC”).

WITNESSTH:

WHEREAS, several developments point toward an increasing need for educational opportunity for the expanding population of South Texas and in response to Closing the Gaps initiative which specifically addresses the need to provide opportunity for traditionally underrepresented populations; and

WHEREAS, TAMU-CC and DMC have a mutual interest in using the capabilities of their respective institutions to effectively and efficiently serve the people of South Texas; and

WHEREAS, TAMU-CC and DMC have a mutual interest in facilitating the recruitment of first generation college students, increasing diversity and providing students with a varied and enriched university experience; and

WHEREAS, TAMU-CC and DMC wish to extend the capabilities of both institutions to cooperatively deliver undergraduate educational programs oriented specifically to the traditionally underrepresented populations of South Texas and now desire to create a
framework to create stronger partnerships and collaborations for undergraduate educational programs.

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived there from, TAMU-CC and DMC, for purposes of achieving the above stated objectives of said parties, understand the following as provisions of the JOINT ENROLLMENT AGREEMENT.

1. The Joint Enrollment Program will enable students to identify themselves as a student of both institutions prior to a change in physical campus location. In addition, it will provide access to additional facilities and programs offered by DMC and TAMU-CC that may enhance the chance of student success and provide a more seamless transition between the two institutions. Components of the Joint Enrollment Program might include, but are not limited to:

   a. Students entering DMC who meet TAMU-CC entrance requirements are eligible for the Joint Enrollment Program.

   b. Students currently enrolled in DMC who desire admission to the Joint Enrollment Program must meet TAMU-CC’s transfer requirements.

   c. The institutions will cooperate in promoting the Joint Enrollment Program.

   d. Students admitted in the Joint Enrollment Program are not necessarily guaranteed admission into programs at TAMU-CC that require a secondary application of native campus students (Teacher Education, Nursing).

   e. Students in the Joint Enrollment Program will be permitted to register during registration periods for native students.

   f. Advising Services at both institutions will be provided to students in the Joint Enrollment Program.

   g. Access to facilities, computer laboratories, and libraries at both institutions will be provided to students in the Joint Enrollment Program.

   h. Students in the Joint Enrollment Program must remain in good academic standing at both institutions in order to continue in the program.

   i. Students in the Joint Enrollment Program must adhere to the rules and regulations and deadlines of the institution they are currently attending.
j. The institutions will exchange student information within legal limitations in order to facilitate the flexible nature of the Joint Enrollment Program.

k. Students accepted under joint admission may transfer from one institution to another, alternate enrollment between the institutions, or concurrently enroll at both institutions.

l. Students in the Joint Enrollment Program must declare their degree being sought at either DMC or TAMU-CC and shall follow the core curriculum requirements in effect at the institution at which the student is classified as a degree-seeking student.

m. Academic and non-academic appeals or grievances must be managed through the appropriate channels in the institution in which an event occurs.

n. Students in the Joint Enrollment Program will be eligible to apply for scholarships at TAMU-CC beginning their first semester of enrollment in TAMU-CC courses.

2. Reverse Transfer permits students who have matriculated to TAMU-CC prior to completion of an associate degree at DMC, to transfer course work from TAMU-CC back to DMC in order to complete the associate degree.

DMC students may transfer to TAMU-CC prior to achieving an Associate Degree (AD) from DMC if they meet the academic requirements for admission to TAMU-CC (See number 3). DMC students who transfer to TAMU-CC before completing their Associate Degree will have their academic transcripts sent from TAMU-CC to DMC so that they can graduate from DMC with an Associate Degree. DMC students who complete their Associate Degree have the option to move to TAMU-CC for the completion of the junior and senior years. Transfer students from DMC will graduate from TAMU-CC with a BS Bachelor’s degree after completing the required curriculum in their respective academic degree programs. Students may elect to attend another university and graduate from that university.

3. Students are admitted to the program by both institutions using these admissions criteria:

DMC has an open admission policy. Therefore a high school degree or General Equivalency Degree is a requirement for admission to DMC.

Students from DMC who have 30 or more college-level hours will be admitted to TAMU-CC if they have a cumulative transfer GPA of 2.0.
Students from DMC with less than 30 college-level hours will be admitted if they meet the regular freshman admissions or the alternative admission requirements and have a cumulative transfer G.P.A. of 2.0.

4. Recruiters from both institutions will recruit for their home institutions as well as the joint enrollment.

5. A prescribed curriculum or curricula shall be jointly developed for the program. During the freshman and sophomore years, the curriculum shall focus on courses required to receive an associate degree in the student’s major.

6. This program may be used for entrance as a general admission to TAMU-CC and from disciplines within DMC. Admission into specific programs would be dependent on the students meeting that specific program’s entrance requirements.

7. DMC will provide TAMU-CC with the following:
   - Student application information
   - Student transcripts after each semester
   - Any courses added or deleted from the inventory each year

8. Term, Renewal and Termination of Agreement:
   The term of this Agreement is for five (5) years and may be renewed upon the same terms and conditions, so long as the initial term and any subsequent renewal periods do not exceed five (5) years. This Agreement may be amended by mutual written agreement of both parties. TAMU-CC and DMC reserve the right to terminate this Agreement upon service of written notice to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90 day period expires.

9. Severability
   If any provision or provisions of this Agreement shall be held invalid or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired thereby.

10. Force Majeure:
    Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

11. Non-Waiver Provisions:
DMC expressly acknowledges TAMU-CC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

12. Notices:
Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. TAMU-CC and DMC can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMU-CC:  Texas A&M University-Corpus Christi
           6300 Ocean Drive, Unit 5756
           Corpus Christi, TX 78412
           Attention: Dr. Flavius Killebrew
           Phone: (361) 825-2621
           Fax: (361) 825-5810
           E-mail: Flavius.Killebrew@tamucc.edu

DMC:      Del Mar College
           101 Baldwin Blvd.
           Corpus Christi, TX 78404-3897
           Attention: Dr. Mark Escamilla
           Phone: (361) 698-1203
           Fax: (361) 698-1559
           E-mail: mescamilla@delmar.edu

13. Public Information Act:
It shall be the independent responsibility of TAMU-CC and to comply with the provisions of Chapter 552, Texas Government Code (the “Public Information Act”), as those provisions apply to the parties’ respective information. TAMU-CC is not authorized to receive public information requests or take any action under the Public Information Act on behalf of DMC. Likewise, DMC is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of TAMU-CC.

14. Dispute Resolution
In accordance with 19 T.A.C.§4.27, all credit transfer disputes are to be handled as follows:
(a) The following procedures shall be followed by institutions of higher education in the resolution of credit transfer disputes involving lower-division courses:

(1) If an institution of higher education does not accept course credit earned by a student at another institution of higher education, the receiving institution shall give written notice to the student and to the sending institution that transfer of the course credit is denied, and shall include in that notice the reasons for denying the credit. Attached to the written notice shall be the procedures for resolution of transfer disputes for lower-division courses as outlined in this section, accompanied by clear instructions outlining the procedure for appealing the decision to the Commissioner.

(2) A student who receives notice as specified in paragraph (1) of this subsection may dispute the denial of credit by contacting a designated official at either the sending or the receiving institution.

(3) The two institutions and the student shall attempt to resolve the transfer of the course credit in accordance with Board rules and guidelines.

(4) If the transfer dispute is not resolved to the satisfaction of the student or the sending institution within 45 days after the date the student received written notice of denial, the sending institution may notify the Commissioner in writing of the request for transfer dispute resolution, and the institution that denies the course credit for transfer shall notify the Commissioner in writing of its denial and the reasons for the denial.

(b) The Commissioner or the Commissioner's designee shall make the final determination about a dispute concerning the transfer of course credit and give written notice of the determination to the involved student and institutions.

(c) Each institution of higher education shall publish in its course catalogs the procedures specified in subsections (a), (b), (d), and (e) of this section.

(d) The Board shall collect data on the types of transfer disputes that are reported and the disposition of each case that is considered by the Commissioner or the Commissioner's designee.

(e) If a receiving institution has cause to believe that a course being presented by a student for transfer from another school is not of an acceptable level of quality, it should first contact the sending institution and attempt to resolve the problem. In the event that the two institutions are unable to
come to a satisfactory resolution, the receiving institution may notify the 
Commissioner, who may investigate the course. If its quality is found to 
be unacceptable, the Board may discontinue funding for the course.

President
Texas A&M University-Corpus Christi

President
Del Mar College

Date