



MEMORANDUM OFAGREEMENT

Texas A&M University-Kingsville

and

South Texas College

South Texas College ("STC" herein) and Texas A&M University-Kingsville, a member of The Texas A&M University System, an agency of the State of Texas ("TAMUK" herein) are pleased to confirm and sustain a positive and mutually beneficial working relationship. The educational needs of the students in our common service region continue to increase. In order to be responsive to the needs of our students, we seek to expand upon our existing relationship.

The following agreement outlines six areas of potential cooperative programs designed to promote the success of students attending both academic institutions and to facilitate access to higher education in the region. These three areas include:

- 1. Joint Admission
- 2. Reverse Transfer
- 3. Non-Academic Consortium Agreements re: financial aid, libraries, computer labs, etc.

In order to continuously improve the education opportunities in our service area, these three potential areas may be expanded as new needs are identified.

Joint Admission Program

The Joint Admission 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 STC and TAMUK that may enhance the chance of student success and provide a more seamless transition between the two institutions. Components of the joint admission program must include, but are not limited to:

- 1. Concurrent enrollment
- 2. A TAMUK email account
- 3. Access to the TAMUK libraries online and to computer facilities operated by TAMUK.

After acceptance into the joint admission program, students must continually meet the admission requirements and academic performance standards of both institutions in order to remain in the program. Students accepted under joint admission may transfer from one institution to another, alternate enrollment between the institutions, or concurrently enroll at both institutions. The parties agree to utilize the Joint Admissions Agreement attached hereto as Exhibit "A."

Reverse Transfer

Reverse Transfer permits students who have matriculated to TAMUK prior to completion of an associate degree at STC, to transfer course work from TAMUK back to STC 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.

Non-Academic Consortium Agreements

Non-academic departments or offices of STC and TAMUK, including but not limited to Financial Aid, Admissions, Distance Education, and Career Services, will explore opportunities to develop consortium agreements that facilitate transfer, reverse transfer,

joint enrollment and other future partnership areas that contribute to access to higher education and success of students at both institutions.

In pursuit of these programs, STC and TAMUK agree:

Joint Admission

- 1. Students entering STC who meet TAMUK entrance requirements are eligible for the Joint Admission Program.
- 2. Students currently enrolled in STC who desire admission to the Joint Admission Program must meet TAMUK's transfer requirements.
- 3. The institution will cooperate in promoting the Joint Admission Program.
- 4. Students admitted in the Joint Admissions Program are not necessarily guaranteed admission into programs at TAMUK that require a secondary application of native campus students (Teacher Education, Nursing, etc.).
- 5. Students in the Joint Admission Program will be permitted to register during registration periods for native students.
- 6. Advising services at both institutions will be provide to students in the Joint Admission Program.
- 7. Access to facilities, computer laboratories, and libraries at both institutions will be provided to students in the Joint Admission Program.
- 8. Students in the Joint Admission Program must remain in good academic standing at both institutions in order to continue in the program.
- 9. Students in the Joint Admissions Program must adhere to the rules and regulations and deadline of the institution that they are currently attending.
- 10. The institutions will exchange student information within legal limitations in order to facilitate the flexible nature of the Joint Admission Program.
- 11. Students accepted under joint admission may transfer from one institution to another, alternate enrollment between the institutions, or concurrently enroll at both institutions.
- 12. Students must declare their degree being sought at either STC or TAMUK and shall follow the core curriculum requirements in effect at the institution at which the students is classified a degree-seeking student.
- 13. Academic and non-academic appeals or grievances must be managed through the appropriate channels in the institution in which the event occurs.
- 14. Students in the Joint Admission Program will be eligible to apply for scholarships at TAMUK beginning their first semester of enrollment in TAMUK courses.

Reverse Transfer Program

- 1. The institutions will exchange student information within legal limitations in order to promote the reverse transfer program.
- 2. TAMUK will encourage transfer STC students to utilize the Reverse Transfer Program in order to complete the associate's degree.

Non-Academic Program Consortium Agreement

- 1. The institutions will exchange student information within legal limitations in order to facilitate these consortium agreements.
- 2. Development of a Financial Aid Consortium Agreement will be a priority for institutions (TAMUK's Director of Financial Aid will facilitate, administer and monitor all financial aid consortium agreements to ensure that they clearly and explicitly reflect the current Financial Aid Consortium documents approved by the Texas A&M University System).
- 3. Joint Admission Program will be discussed and mutually considered.

Provisions for Agreement Implementation, Maintenance and Revision:

A person will be designated at each campus to oversee implementation of this agreement and to review the agreement annually.

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. TAMUK and STC reserve the right to terminate this Agreement upon services 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.

Severability

If any provision or provision 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.

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, and act of God, an act of terrorism, or any other similar occurrence, the cause of which is not reasonably within the control such party and which by due diligence it is unable to prevent or overcome.

Non-Waiver Provision:

STC expressly acknowledges TAMUK is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMUK of its right to claim such exemptions, privileges, and immunities as may be provided by law.

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 et out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably mean and will be effective when actually received. TAMUK and STC can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Vice President for Enrollment Management
700 University Blvd., MSC 116
Texas A&M University-Kingsville
Kingsville, TX 78363
Attention: Dr. Manuel Lujan
Phone: (361) 593-3105
Fax: (361) 593-4803
E-mail: <u>manuel.lujan@tamuk.edu</u>
Vice President for Academic Affairs South Texas College

South Texas College 3201 W. Pecan Blvd McAllen, TX 78501 Attention: Dr. Juan E. Mejia Phone: 956-872-8336 E-mail: jmejia@southtexascollege.edu

Public Information Act:

It shall be the independent responsibility of TAMUK 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. TAMUK is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of STC. Likewise, STC is not authorized to receive public information request or take any other action under the *Public Information Act* on behalf of TAMUK.

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 the 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 outline 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 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 to 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 this course.

Signed this date: ______ April 12, 2013

TEXAS A&M UNIVERSITY-KINGSVILLE

SOUTH TEXAS COLLEGE

Dr. Alberto Ruiz Dean – College of Education and Human Performance

Dr. Margaret E. Bischoff Dean for Liberal Arts and Social Sciences

Dr. Mike Desiderio Faculty Liaison Mr. Rene R. Zuniga Chair and Instructor College Success/Education Department

Articulation of Courses for Texas A&M University – Kingsville College of Education & Human Performance EC-6th Generalist

(Changes in certification state requirements may necessitate changes to this agreement)

TAMUK	STC
ENGL 1301 Rhetoric & Composition	ENGL 1301 Composition
ENGL 1302 Rhetoric & Composition	ENGL 1301 Composition II – Rhetoric
COMS 1311/1313/1315 Speech	SPCH 1311 Introduction to Speech Communication
MATH 1314 College Algebra	MATH 1414 College Algebra (or higher)
PHYS 1375 Physics	PHYS 1401 College Physics I or PHYS 1417 Physical Science II
CHEM 1376 Elementary Chemistry	CHEM 1411 General Chemistry
ARTS 2301 Structure of the Arts	ARTS 1301 (or any Visual and Performing Art Elective)
ENGL 2342/2362 Poetry/Short Story	ENGL 2341 Introduction to Literature
HIST 1301 American History	HIST 1301 U.S. History I
HIST 1302 American History	HIST 1302 U.S. History II
POLS 2301 Government & Politics of the U.S.	GOVT 2305 Federal Government
POLS 2302 Government & Politics of Texas	GOVT 2306 Texas Government
SOCI 2361 Pluralistic Societies	PSYC 2301 General Psychology or SOCI 1301 Intro Sociology
UNIV 1101 Learning in Global Context	EDUC 1301 Introduction to the Teaching Profession
UNIV 1102 Learning in Global Context	EDUC 1301 Introduction to the Teaching Profession
EDSE 4391 Survey Exceptional Individuals	EDUC 2301 Introduction to Special Populations
EDKN 2326 Physical Activity/Wellness/First Aid	KINE 1331 Kinesiology for Elementary School
BIOL 2375 Life Science	BIOL 1408 General Biology I
GEOL 2376 Nature Earth Universe	PHYS 1415 Physical Science I
HIST 2321/2322 World Civilizations	HIST 2321 World Civilizations I
MATH 1350 Fundamentals of Mathematics I	MATH 1350 Fundamentals of Mathematics I
MATH 1351 Fundamentals of Mathematics II	MATH 1351 Fundamentals of Mathematics II
EDED 4310 Methods Ed. Media & Tech	COSC 1301 Microcomputer Applications
Total Credit Hours 65	Total Credit Hours 71

Courses to be taken at TAMUK: EDED 3313 Child Development EDED 3318 Principles of Learning EDED4318 Academic/Creativity/Play EDRG 3321 Literat for Public Schools EDED 3344 Assessment and Teaching of Math EDED 3346 Assessment and Teaching of Science EDRG 3314 Foundations of Literacy Instruction EDRG 4307 Literacy Instruction Grades 4 – 8 EDED 3316 Teaching of Social Studies EDSE 4358 Behavior and Management of Exceptional Individuals EDRG 3344 English Language Arts EDRG 4330 Class Assessment & Remediation EDED 2310 Teaching in the Global Community EDBL 4316 Literacy Development for the English Language EDED 4320 Curr. Across Disciplines GEOG 1303 World Geography HIST 4346 Texas History EDED 4613 Elementary Student Teaching

Total Credit Horus 57 + 65 = 122

Articulation of Courses for Texas A&M University – Kingsville College of Education & Human Performance EC-6th Bilingual

(Changes in certification state requirements may necessitate changes to this agreement)

ТАМИК	STC
ENGL 1301 Rhetoric & Composition	ENGL 1301 Composition
ENGL 1302 Rhetoric & Composition	ENGL 1301 Composition II – Rhetoric
COMS 1311/1313/1315 Speech	SPCH 1311 Introduction to Speech Communication
MATH 1314 College Algebra	MATH 1414 College Algebra (or higher)
PHYS 1375 Physics	PHYS 1401 College Physics I or PHYS 1417 Physical Science II
CHEM 1376 Elementary Chemistry	CHEM 1411 General Chemistry
ARTS 2301 Structure of the Arts	ARTS 1301 (or any Visual and Performing Art Elective)
SPAN 1313 Elementary Spanish	SPAN 1311 Beginning Spanish I for Spanish Speakers
HIST 1301 American History	HIST 1301 U.S. History I
HIST 1302 American History	HIST 1302 U.S. History II
POLS 2301 Government & Politics of the U.S.	GOVT 2305 Federal Government
POLS 2302 Government & Politics of Texas	GOVT 2306 Texas Government
SOCI 2361 Pluralistic Societies	PSYC 2301 General Psychology or SOCI 1301 Intro Sociology
HIST 2321/2322 World Civilization	HIST 2321 World Civilizations I
UNIV 1101 Learning in Global Context	EDUC 1301 Introduction to the Teaching Profession
UNIV 1102 Learning in Global Context	EDUC 1301 Introduction to the Teaching Profession
EDKN 2326 Physical Activity/Wellness/First Aid	KINE 1331 Kinesiology for Elementary School
BIOL 2375 Life Science	BIOL 1408 General Biology I
GEOL 2376 Nature Earth Universe	PHYS 1415 Physical Science I
SPAN 1314 Elementary Spanish II	SPAN 1312 Beginning Spanish II for Spanish Speakers
MATH 1350 Fundamentals of Mathematics I	MATH 1350 Fundamentals of Mathematics I
MATH 1351 Fundamentals of Mathematics II	MATH 1351 Fundamentals of Mathematics II
EDSE 4349 Foundations of Special Ed	EDUC 2301 Introduction to Special Populations
EDED 4310 Methods Ed. Media & Tech	COSC 1301 Microcomputer Applications
Total Credit Hours 68	Total Credit Hours 74

Courses to be taken at TAMUK:

GEOG 1301 World Geography HIST 4346 Texas History EDED 3313 Child Development EDBL 3308 Survey of Bilingual Education EDED 3348 Teach Curriculum in Spanish EDED 3344 Assessment & Teaching of Math EDED 3346 Assessment & Teaching of Science EDRG 3314 Foundations of Literacy Instruction EDED 3316 Teaching of Social Studies EDSE 4358 Behavior and Management of Exceptional Individuals EDRG 3344 English Language Arts EDBL 3325 Methods of Teaching English EDED 4613 Elementary Student Teaching EDBL 3320 Tests & Measures in Bilingual Education/ESL EDBL 4316 Literacy Development for English Language EDBL 4354 Applied Linguistics EDRG 3321 Literacy for Public Schools

Total Credit Hours 54 + 68 = 122