



## MEMORANDUM OF UNDERSTANDING

between Texas A&M University – Corpus Christi  
and Coastal Bend College

re: **Establishing an Admissions Transfer, and Enrollment Program**

Texas A&M University – Corpus Christi, a member of the Texas A&M University System, an agency of the State of Texas (“TAMU-CC”), and Coastal Bend College, an institution of higher education of the State of Texas and a public community college under Section 130.004 of the Texas Education Code (the “College”), enter into this Memorandum of Understanding (“MOU”) effective date upon final signature.

TAMU-CC and the College have a mutual interest in cooperating to more effectively and efficiently serve the people of South Texas and in facilitating the recruitment of college students, increasing diversity, and providing students with a varied and enriched university experience. TAMU-CC and the College desire to establish the Joint Admissions, Transfer, and Enrollment Program (the “Program”) as described in this MOU, to provide a more seamless transition for students between the two institutions and enhance opportunities for student success. The institutions agree as follows:

### 1. The Program

- 1.1 A student is eligible to participate in the Program if he or she:
  - (a) Is entering or enrolled in A&M Corpus-Christi;
  - (b) Is entering the College and meets TAMU-CC’s freshman admission requirements;
  - (c) Is enrolled in the College with less than 30 transferable semester hours, meets TAMU-CC’s freshman admission requirements, and has a minimum cumulative transfer Grade Point Average (“GPA”) of 2.0 on a 4.0 scale; or
  - (d) Is enrolled in the College with 24 credit hours (effective Spring 2021) or more transferable semester hours and has a minimum cumulative transfer GPA of 2.0 on a 4.0 scale.
  - (e) Is concurrently enrolled with the College
  - (f) Is offered deferred admission to TAMU-CC until the student has earned minimum admission requirements while enrolled at the College
- 1.2 Students admitted into the Program (“Joint Students”) are not guaranteed admission into programs at either TAMU-CC or the College that have separate, selective admissions criteria and may require a secondary application (for example, Teacher Education and Nursing).
- 1.3 A Joint Student must choose and declare enrollment as a degree-seeking student at either the College, TAMU-CC, or both, and follow the core curriculum requirements outlined in the catalog of the institution or institutions at which the Joint Student is classified as a degree-seeking student.
- 1.4 Joint Students may transfer from one institution to another, alternate enrollment between the institutions, or concurrently enroll at both institutions. Joint Students may register during each institution’s registration periods or during specially organized enrollment periods (i.e., mini-terms, intersessions, or parts of terms.)
- 1.5 Reverse Transfers. A Joint Student who has enrolled at TAMU-CC before completion of an associate’s degree at the College may transfer coursework from TAMU-CC to the College in order to earn their associate’s degree, subject to the following:

- (a) In accordance with Southern Association of College and Schools accreditation requirements, students must complete at least 25% of their coursework at the College qualify for an associate's degree from the College.
- (b) TAMU-CC shall provide the transcripts of Joint Students who transferred to TAMU-CC before earning their associate degree so that the Joint Students may graduate with an associate degree, provided that the transferred course work meets the College's degree requirements.

Each institution appoints the following administrator to implement and oversee the Reverse Transfer on its behalf:

TAMU-CC: Oscar Reyna, Executive Director of Recruitment and Admissions

College: Candy Fuller, Director of Admissions/Registrar

- 1.6 The institutions shall jointly develop a prescribed curriculum or curricula for students. During the freshman and sophomore years, the curriculum will focus on courses required to receive an associate degree in the student's major. Pathways (2+2 agreements) will be created in collaboration with each academic team to ensure transferability of courses.

Each institution appoints the following administrator to create, facilitate, implement, and oversee the maintenance of pathways on its behalf:

TAMU-CC: Loida Gonzalez Utley, Assistant Director of Transfer Recruitment

College: Dr. Mark Secord, Dean of Transfer and General Education

- 1.7 Each institution shall provide advising services to Joint Students, and TAMU-CC shall assist Joint Students through its Transfer Advising Program to help ensure seamless transfer and enrollment.
- 1.8 Each institution shall issue student identification cards to Joint Students and provide Joint Students the same access to its facilities, computer laboratories, libraries, etc. as it provides to its other students.
- 1.9 Joint Students must remain in good academic standing at both institutions (as defined in each institution's catalog) in order to continue in the Program.
- 1.10 Joint Students must adhere to the rules and regulations and deadlines of the institution they are currently attending.
- 1.11 Joint Student Information
  - (a) Each institution shall provide the other's registrar with:
    - (1) Student application information for Joint Students;
    - (2) Joint Student transcripts after each semester;
    - (3) Any courses added or deleted from the institution's inventory each year;
    - (4) Any alterations in the institution's degree programs; and
    - (5) Other information necessary to facilitate the Program.
  - (b) Each institution shall comply with all applicable privacy restrictions, including the Family

Educational Rights and Privacy Act, in exchanging Joint Student information.

- 1.12 Academic and non-academic appeals or grievances will be managed through the appropriate channels in the institution at which an event occurs.
- 1.13 Joint Students may apply for scholarships at TAMU-CC beginning their first semester of enrollment in TAMU-CC courses.
- 1.14 The institutions shall follow the procedures in 19 Texas Administrative Code §4.27 to resolve any credit transfer disputes involving lower-division courses.

## **2. Implementation and Oversight**

- 2.1 Each institution appoints the following administrator to implement and oversee the Program on its behalf:

TAMU-CC: Mr. Andy Benoit, Vice President for Enrollment Management

College: Dr. Patricia Rehak, Provost and CAO

- 2.2 The institutions shall monitor, evaluate, and, as necessary, modify the administration of the Program. The institutions shall confer and address such issues as:
  - (a) Recruiting, marketing, and publications;
  - (b) Advising and enrollment processes;
  - (c) Procedural timelines; and
  - (d) Program assessment.

## **3. Further Understandings.** This MOU does not:

- 3.1 Preclude either institution from entering into similar agreements with other institutions of higher education;
- 3.2 Prevent TAMU-CC from admitting the College's students through existing admissions processes;
- 3.3 Prevent either institution from eliminating a college, department, or degree program;
- 3.4 Waive any program requirements;
- 3.5 Ensure eligibility for financial assistance; or
- 3.6 Provide any guarantees or representations as to tuition rates or fees.

## **4. Term and Termination**

- 4.1 This MOU commences on the Effective Date and terminates five years from that date unless earlier terminated as provided in this Article 4.
- 4.2 Either institution may terminate this MOU by giving the other institution at least 30 days' advance written notice.

- 4.3 Immediate termination will occur if either institution loses their current accreditation status. If termination due to a loss of accreditation occurs, this MOU will end retroactive to the date the accreditation status changed.
- 4.4 Upon termination of this MOU, each institution shall continue to abide by the terms of this MOU as to each Joint Student admitted into the Program prior to the effective termination, so that those Joint Students will have the opportunity to complete the Program.

## 5. General Provisions

5.1 The institutions are independent contractors and not partners or joint ventures. Neither institution may make any warranties, representations, or commitments which bind the other institution.

5.2 Notices.

(a) Any notices required or permitted under this MOU will be deemed given:

- (1) Three business days after it is sent by certified or registered mail, return receipt requested;
- (2) The next business day after it is sent by overnight carrier;
- (3) On the date sent by email with confirmation of receipt, if sent during the recipient's normal business hours, and if not, on the next business day; or
- (4) On the date of delivery if delivered personally.

(b) Each notice must be addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

(1) TAMU-CC: Texas A&M University-Corpus Christi  
6300 Ocean Drive, Unit 5774  
Corpus Christi, Texas 78412  
Attention: Loida Gonzalez Utley  
Phone: 361-825-3883  
Email: loida.utley@tamucc.edu

(2) College: Coastal Bend College  
3800 Charco Road  
Beeville, Texas 78102  
Attention: Dr. Patricia Rehak  
Email: prehak@coastalbend.edu

5.3 Other: TAMU-CC and Coastal Bend College currently have two active Agreements on file as follows:

- a. Memorandum of Understanding, Joint Admissions, Transfer and Enrollment Program with a term of January 11, 2018 through January 10, 2023; and
- b. Articulation Agreement On-Line BBA with an initial term of March 20, 2018 through March 19, 2019 with an option to renew annually (not to exceed five years). Renewal option has been exercised through March 19, 2022.
- c. The Parties agree that the Agreements specified under §5.3.a. and §5.3.b. will continue in their current term, including any option for renewal.

5.4 This MOU is assignable only with the written consent of both institutions.


5.5 Nothing in this MOU waives or relinquishes either institution's right to claim any exemptions, privileges, and immunities as may be provided by law.

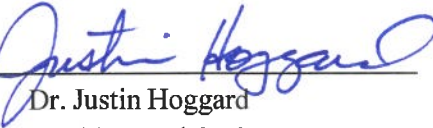
- 5.6 Any programs, data, training materials, or other work product, in any format, created under this MOU or under an executed scope of work shall be the property of the College, unless otherwise specifically set forth in the Agreement.
- 5.7 Neither institution shall not use the other's name, logo, or likeness in any press release, marketing materials, or other public announcement without receiving the other's prior written approval.
- 5.8 The institutions agree that this MOU will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision), and venue for purposes of claims, or litigation shall be Nueces County, Texas.
- 5.9 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulation or declared void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- 5.10 This MOU contains the entire understanding of the institutions as to the matters contained in this MOU and supersedes all other written and oral agreements between the institutions as to those matters. The institutions may execute other contracts, but those will not change or alter this MOU unless expressly stated in writing.

The institutions have executed this MOU on the dates indicated below.

**Texas A&M University – Corpus Christi**

**Coastal Bend College**

By:  Kelly M. Miller  
 Dr. Kelly M. Miller  
 President and CEO  
 Dated: 12-14-2021

By:  Justin Hoggard  
 Dr. Justin Hoggard  
 President and CEO  
 Dated: 12/15/21

DZ Digitally signed by DZ Date: 2021.12.13 07:16:21 -0600