



**Memorandum of Understanding
between
Texas A & M University – Kingsville
and
Southwest Texas Junior College**

This Memorandum of Understanding is made and entered by and between Southwest Texas Junior College hereinafter called “SWTJC” and Texas A & M University - Kingsville, an institution of higher education of the State of Texas, hereinafter called “TAMUK.”

Whereas TAMUK is dedicated to service the educational needs of the citizens of the state of Texas as a part of its mission statement, and

Whereas SWTJC is dedicated to fulfilling its mandate to serve the educational needs of the citizens of its service area, and

Whereas TAMUK and SWTJC are supportive of cooperative attempts to meet these educational needs, and

Whereas TAMUK and SWTJC enter into this agreement in order to offer cooperatively a greater range of educational opportunities to the citizens of the state of Texas.

Therefore, and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

**ARTICLE I
TRANSFER AGREEMENT AND TRANSFERABILITY OF COURSES**

A student transferring to any of the current programs at TAMUK under this agreement shall have full acceptance of academic credits for which the student earned a grade of “C” or higher at SWTJC. The TAMUK Department Chair, in consultation with the Dean of the Frank H. Dotterweich College of Engineering, determines how these credits may apply to the degree plan to ensure all requirements for graduation from TAMUK are met for the student’s program of study.

Transfer will be based on “Career Pathway Plans” developed and maintained cooperatively by SWTJC and TAMUK.

Transfer into the designated program of study will be subject to the following provisions:

1. The student will have graduated from SWTJC with an associate’s degree
2. Students transferring to TAMUK must meet all relevant criteria for admission to the College of Engineering.

Courses listed in the Texas Common Course Numbering System Guide will transfer to TAMUK as indicated in the guide. Other SWTJC academic courses will transfer as non-equivalent work unless they are validated as substitutes for specific TAMUK courses by mutual agreement between appropriate TAMUK and SWTJC personnel.

Reverse Transfer

Reverse transfer is the process of awarding academic credit to students who begin their education at one institution, transfer to another institution, and complete their academic core and/or associate's degree requirements while working toward a bachelor's degree. TAMUK and SWTJC will develop a reverse transfer process to provide students with the opportunity to complete the academic core and/or associate's degree while working on their TAMUK bachelor's degree. Student records will be exchanged between TAMUK and SWTJC for this purpose, strictly adhering to all privacy regulations and ensuring compliance with House Bill 3025.

ARTICLE II RESPONSIBILITIES OF THE PARTIES

For purposes of this agreement, students who have self-selected and signed a Career Pathway Plan including a Family Educational Rights and Privacy Act (FERPA) waiver will be referred to as "CPP students."

TAMUK agrees to:

1. Develop and maintain Career Pathway Plans for programs of study within this agreement.
2. Maintain course equivalency tables for Career Pathway Plans in place.
3. Coordinate meetings with faculty, staff and administrators to discuss course content and equivalency; Career Pathway Plan development and changes; transfer issues; financial aid issues; and other matters that could affect successful CPP student matriculation to TAMUK.
4. Provide academic, financial aid, scholarship and other assistance that encourages and facilitates successful transfer of CPP students to TAMUK.
5. Educate faculty and staff regarding Career Pathway Plans and encourage appropriate contact with CPP students prior to transfer to TAMUK.
6. Visit all SWTJC campuses on a regular basis.
7. Provide SWTJC with permission to use TAMUK promotional information.
8. Provide student records to SWTJC for the purpose of reverse transfer, strictly adhering to all privacy regulations and ensuring compliance with House Bill 3025.
9. Encourage and facilitate student completion of SWTJC's core curriculum and associate degree both before and after transfer.
10. Develop and maintain a financial aid agreement with SWTJC.
11. Cooperate in an exchange of student data and information as permitted under by FERPA to facilitate and track CPP students as they progress toward transfer and completion of the bachelor's degree. This should include directory information allowable by FERPA.

SWTJC agrees to:

1. Develop and maintain Career Pathway Plans for programs of study within this agreement.
2. Provide a location for TAMUK personnel to visit with prospective transfer students, including public spaces, classroom visits, and student organization meetings. Also provide venues for faculty and staff to address SWTJC faculty and staff.
3. Notify TAMUK regarding changes in Career Pathway Plans, course offerings, class scheduling, or other factors at the institution that may affect successful transfer of transfer students.
4. Display Career Pathway Plan related marketing materials provided by TAMUK.
5. Coordinate meetings with faculty, staff and administrators to discuss course content and equivalency; Career Pathway Plan development and changes; transfer issues; financial aid issues; and other matters that could affect successful transfer of transfer students to TAMUK.
6. Provide academic, financial aid, scholarship and other assistance that encourages and facilitates successful transfer of CPP students to TAMUK.
7. Educate appropriate SWTJC faculty and staff regarding Career Pathway Plans.
8. Cooperate in an exchange of student data and information as permitted by FERPA to facilitate and track CPP students as they progress toward transfer and, after transfer, to completion of the bachelor's degree. This should include directory information allowable by FERPA.
9. Develop and maintain a financial aid agreement with TAMUK.

**ARTICLE III
SEVERABILITY**

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provision is not material to the overall purpose and operations of this agreement. The remaining provisions of this agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

**ARTICLE IV
AMENDMENT**

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

Notice to TAMUK shall be mailed to:
Dr. Heidi Anderson
Provost and Vice President – Academic Affairs
Texas A&M University-Kingsville
700 University Blvd, MSC 102
Kingsville, TX 78363-8202

Notice shall be mailed to:
Ms. Margot Mata
Vice President- Student Services
Southwest Texas Junior College
2401 Garner Field Road
Uvalde, Texas 78801

**ARTICLE V
VENUE**

This agreement shall be governed by and construed and enforced in accordance with the laws of the

State of Texas. Venue will be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

**ARTICLE VI
ASSIGNMENT**

Neither party shall have the right to assign or transfer its rights to any third parties under this agreement without the prior written consent of the other party.

**ARTICLE VII
INDEPENDENT CONTRACTOR STATUS**

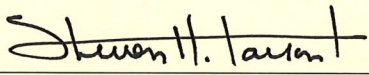
Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

**ARTICLE VIII
ORIGINAL TERM, RENEWAL, AND TERMINATION**

The agreement will take effect with the signatures affixed below and will automatically renew in one-year increments thereafter. Either party may terminate this agreement at any time, with or without cause, by giving the other party ninety (90) days written notice of its intent to terminate the agreement.

Texas A&M University-Kingsville

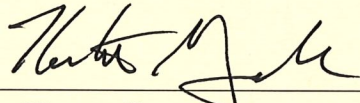
Southwest Texas Junior College



Dr. Steven Tallant
President

5/1/17

Date



Dr. Hector Gonzales
President

5-1-17

Date