

**Memorandum of Understanding
Establishing a
Joint 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 ("A&M-Corpus Christi") and Wharton County Junior College ("WCJC") enter into this Memorandum of Understanding ("MOU") effective (February 2014).

A&M-Corpus Christi and WCJC 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. A&M-Corpus Christi and WCJC desire to establish the Joint Admissions, Transfer, and Enrollment Program, ("Joint Students") 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 WCJC and meets A&M-Corpus Christi's freshman admission requirements;
 - (c) Is enrolled in WCJC with less than 30 transferable semester hours and meets A&M-Corpus Christi'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 WCJC with 30 or more transferable semester hours and has a minimum cumulative transfer GPA of 2.0 on a 4.0 scale.
- 1.2 Students admitted into the Program ("Joint Students") are not guaranteed admission into programs at either A&M-Corpus Christi or WCJC that have separate, selective admissions criteria and may require a secondary application (for example, Teacher Education and Nursing).
- 1.3 Joint Students must choose and declare enrollment as a degree-seeking student at either WCJC or A&M-Corpus Christi 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.
- 1.5 Joint Students may register during each institution's registration periods for its enrolled students.
- 1.6 Reverse Transfers. Joint Students who have enrolled at A&M-Corpus Christi before completion of an associate's degree at WCJC may transfer coursework from A&M-Corpus Christi to the College in order to earn their associate's degree, subject to the following.

- (a) Students must complete at least 24 SCHs at WCJC to qualify for an associate's degree from WCJC.
 - (b) A&M-Corpus Christi shall provide the transcripts of Joint Students who transferred to A&M-Corpus Christi before earning their associate's degree at WCJC to WCJC so that the Joint Students may graduate from WCJC with an associate's degree, provided that the transferred course work meets the WCJC's degree requirements.
- 1.7 The institutions shall jointly develop a prescribed curriculum or curricula for Joint Students. During the freshman and sophomore years, the curriculum will focus on courses required to receive an associate's degree in the student's major.
- 1.8 Each institution shall provide advising services to Joint Students, and A&M-Corpus Christi shall assist Joint Students through its Islander Transition Center to help ensure seamless transfer and enrollment.
- 1.9 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.
- 1.10 Joint Students must remain in good academic standing at both institutions (as defined in each institution's catalog) in order to continue in the Joint Students Program.
- 1.11 Joint Students must adhere to the rules and regulations and deadlines of the institution they are currently attending.
- 1.12 Joint Student Information
- (a) Each institution shall provide the other's registrar with:
 - (1) Student application information for Joint Students;
 - (2) Joint Student transcripts (a fee may be required) after each semester;
 - (3) Furnish WCJC catalog providing courses added or deleted from WCJC's inventory and/or alterations to degree plans?
 - (4) Other information necessary to facilitate the Joint Students Program.
 - (b) Each institution shall comply with all applicable privacy restrictions, including the Family Educational Rights and Privacy Act, in exchanging Joint Student information.
- 1.13 Academic and non-academic appeals or grievances will be managed through the appropriate channels in the institution at which an event occurs.
- 1.14 Joint Students may apply for scholarships at A&M-Corpus Christi beginning their first semester of enrollment in A&M-Corpus Christi courses.
- 1.15 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 Joint Students Program on its behalf:

- (a) A&M-Corpus Christi: Dr. Chris Markwood, Provost
Vice President for Academic Affairs
- (b) Wharton County Junior College: Registrar

- 2.2 The institutions shall monitor, evaluate, and, as necessary, modify the administration of the Joint Students 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 A&M-Corpus Christi from admitting College 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 extended by written agreement of the institutions or terminated as provided in this Article 4.
- 4.2 Either institution may terminate this MOU by giving the other institution at least 90 days' advance written notice.
- 4.3 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 Joint Students Program prior to the effective termination so that those Joint Students will have the opportunity to complete the Joint Students Program.

5. General Provisions

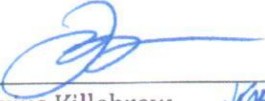
- 5.1 The institutions are independent contractors and not partners or joint ventures. Neither institution may make any warranties, representations, or commitments which bind the other institution.
- 5.2 Notices.

- (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) A&M-Corpus Christi: Texas A&M University-Corpus Christi
6300 Ocean Drive, Unit 5756
Corpus Christi, Texas 78412
Attention: Dr. Flavius Killebrew
Phone: (361) 825-2621
Email: Flavius.Killebrew@tamucc.edu
 - (2) WCJC:
Wharton County Junior College
911 Boling Highway
Wharton, Texas 77488
Attention: Leigh Ann Collins
Phone: (979) 532-6400
Email: lacollins@wcjc.edu

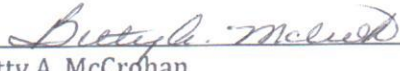
- 5.3 This MOU is assignable only with the written consent of both institutions.
- 5.4 Nothing in this MOU waives or relinquishes either institution's right to claim any exemptions, privileges, and immunities as may be provided by law.
- 5.5 Each provision of this MOU is severable. If any provision is 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.
- 5.6 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

By: 
 Dr. Flavius Killebrew *FKB*
 President/CEO
 Date: 2-18-14

Wharton County Junior College

By: 
 Dr. Betty A. McCrohan
 President
 Date: 4-9-14