



## **Memorandum of Understanding**

### **Introduction**

This Memorandum of Understanding (MOU) formally recognizes that South Texas College (STC) and Texas A&M University-Kingsville (TAMUK) are proactive educational partners, committed to providing greater educational opportunities and services for students transferring between these institutions. This MOU strongly supports the concept of seamless transfer that embraces the principle that transfer students should not be required to repeat courses already successfully completed. Furthermore, each institution is dedicated to serving students from all walks of life, regardless of race, ethnicity, religion, sex, disability, color, age, marital status, national origin or other non-merit factors.

### **Purpose**

The purpose of this MOU is to formalize a partnership to assist students to achieve both associate and baccalaureate completion. This agreement enables South Texas College students who transfer to Texas A&M University-Kingsville to have the college-level credits earned apply, to the greatest extent possible, toward their intended field of study or major, resulting in degree completion and successful employment.

### **Transfer Equivalency Guides (Program Maps)**

In collaboration with South Texas College, Texas A&M University-Kingsville will provide appropriate transfer equivalency guides (program maps) to identify all freshman and sophomore level courses required for specific baccalaureate degrees. This will ensure maximum transferability of courses with the intent that courses taken at South Texas College will count toward degree requirements. Where applicable, Texas A&M University-Kingsville will encourage students to complete an associate degree at South Texas College before transfer. If the program map does not meet associate degree requirements, both partners agree that the student should transfer and achieve the associate degree through reverse transfer.

At Texas A&M University-Kingsville, the maximum number of transfer credits that will be applied toward a baccalaureate degree varies by program. When a program map includes more than 60 credit hours, the student will be encouraged to earn the maximum allowable hours before transfer.

Texas A&M University-Kingsville will notify South Texas College annually of any changes in degree requirements; and South Texas College will make Texas A&M University-Kingsville aware of any changes to degree plans once a year.

### **South Texas College's Core Curriculum**

Completion of South Texas College's Core Curriculum will transfer as a block and will satisfy the Texas 42-hour core general education requirements at Texas A&M University-Kingsville. If any courses are preferred or required for specific baccalaureate degrees, the courses will be indicated as such in the program maps.

## **Transfer Admissions Requirements**

Upon completion of a program map, South Texas College students will go through Texas A&M University-Kingsville's transfer process and therefore, must meet all applicable requirements and deadlines pertaining to application for admission, orientation and registration, and payment of tuition and fees. They will abide by the policies and procedures, along with any revisions thereof that apply to all students from that institution. Texas A&M University-Kingsville will apply the program map applicable in the year the student enters South Texas College in compliance with Texas Administrative Code Title 19, Part 1, Subchapter B, Rule 4.25.g.

Students with a minimum cumulative GPA of 2.0 and any additional admission requirements entering under the terms of this agreement are guaranteed admission into the university. Students who have completed the program map requirements with the minimum cumulative GPA required for entry into the intended field of study or major, plus any other admission requirements, will be accepted into the program, subject to capacity availability.

## **South Texas College's Associate of Applied Science (AAS) Degree**

The Associate of Applied Science (AAS) Degree represents the attainment of depth of technical competency in identified occupational areas. Students transferring an AAS degree to Texas A&M University-Kingsville will have achieved competency in many areas generally considered to be upper division. However, some courses in the area of general education may still need to be earned. Texas A&M University-Kingsville will provide program maps that maximize the AAS course requirements and will bridge the two institutions as the student completes the program map courses and prepares for transfer.

## **Provision for Student Financial Assistance**

South Texas College and Texas A&M University-Kingsville understand that all rules and regulations regarding the administration of Federal Title IV Student Financial Aid apply to students who may wish to attend both institutions simultaneously. A consortium agreement must be obtained by the student from the Financial Aid Office of their primary "home" institution and submitted to the Financial Aid Office of the "host" institution for completion.

## **Provision for Campus Visits/Transfer Fairs**

Texas A&M University-Kingsville will be offered many options designed to recruit students and alumni. Opportunities include, but are not limited to: transfer fairs, campus visits, events posting, and university-specific fairs. Information sessions and advisors will be available on campus, by appointment, for transfer planning.

Any marketing or advising materials developed by Texas A&M University-Kingsville will adhere to the terms of this MOU.

## **Exchange of Data**

South Texas College and Texas A&M University-Kingsville agree to exchange data and documents, as agreed, which will contribute to the maintenance and improvement of these transfer arrangements and promote effective cooperation between the two institutions.

Any exchange of student record information protected by the Family Education Rights and Privacy Act (20 USC § 1232g) and implementing regulations (34 CFR Part 99) by the parties shall commit the

receiving party to limit the use of such information to the purposes for which the disclosure was made and impose such limits on any re-disclosure. The parties also agree to comply with all applicable statutory and regulatory provisions, including, and without limitation, 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35.

Texas A&M University-Kingsville will provide an annual update at the beginning of each fall semester to South Texas College about the success of South Texas College's students who have transferred to Texas A&M University-Kingsville.

### **Limited Trademark License**

The undersigned copyright owners, South Texas College, a political subdivision of the State of Texas ("South Texas College") and its articulation agreement ("Agreement") counterparty signatory below (collectively, "Parties"), do hereby enter into this Limited Trademark Cross-License ("License") to one another under the following terms and conditions.

1. **Mark Ownership.** Each Party represents and warrants to the other Party that it has ownership rights in the trade and service marks represented by its logos set forth at its website ("Marks").
2. **Consideration.** This Cross-License is made in consideration of the mutual promises herein, the mutual benefit of the authorized use herein licensed, and for other good and valuable consideration, the receipt of which is hereby acknowledged.
3. **Grant of Cross-License.** The undersigned Parties hereby grant to one another a non-exclusive, fully paid, revocable license to use its Marks for the limited purpose of publicizing the existence of the Agreement for so long as the Agreement remains in effect.
4. **No Additional Rights.** The Parties acknowledge that each Party shall have no further interest or rights in the intellectual property of the other Party other than the limited, revocable rights herein granted.
5. **Choice of Law, Jurisdiction & Venue.** This Agreement is made and is to be performed in Bexar County, Texas, and will be interpreted and governed by the Constitution and the internal laws of the State of Texas. Non-exclusive jurisdiction and venue of any court action brought directly or indirectly by reason of this agreement shall be in the state and federal courts of competent jurisdiction of Bexar County, Texas.

### **Reverse Transfer**

"Reverse Transfer" allows students to transfer course work from Texas A&M University-Kingsville back to South Texas College to complete requirements for the associate degree. This program is specifically designed to allow students to receive the advantages pursuant to completion of the associate degree when they leave South Texas College prior to degree completion. Texas A&M University-Kingsville and South Texas College will develop a reverse transfer process to provide students with the opportunity to complete the associate's degree while working on their Texas A&M University-Kingsville bachelor's degree. Student records will be exchanged between Texas A&M University-Kingsville and South Texas College for this purpose, strictly adhering to all privacy regulations and ensuring compliance with House Bill 3025.

Any student who transfers from a two year degree awarding institution to another Texas public college or university, has completed 25% of the associate degree (usually 15 college-level credit hours) and has subsequently earned credits at the transfer institution, may qualify for an associate's degree at the two year institution.

Earned hours must include the courses required by the Texas Higher Education Act as set forth in Subchapter F, sections 51.301 and 51.302 (six [6] semester hours in U.S./Texas government and six [6] hours in U.S./Texas history).

### **Reverse Transfer Guidelines**

1. Transcripts must be sent electronically via EDI with the indicator “Reverse Transfer”.
2. The following Student Information must be sent to the Office of Admissions and Records:
  - a. Student’s name
  - b. Student’s current address
  - c. Student’s current email
  - d. Student’s date of birth (DOB)

### **Longevity of the Agreement**

This agreement will commence with the start of the spring semester 2019 for a period of three years. It will terminate with the start of the fall semester 2022 unless it is renewed.

The agreement may be terminated by either institution by submitting written notice of the intent to terminate. The termination notice must be submitted, at least, one year prior to the start of the date the termination is to become effective.

In the event this agreement is terminated, both parties agree to make every effort to protect individual students who are already part of the program.

This framework of cooperation is agreed to between South Texas College and Texas A&M University-Kingsville.

**Contact Information at South Texas College:**

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University Relations, Transfer and  
Articulation Center Officer  
3201 W. Pecan Blvd  
McAllen, TX 78501  
(956) 872-1990 phone  
**kajohnso@southtexascollege.edu**

**Contact Information at Texas A&M University-Kingsville:**

Tara Schulze, M.S.  
Transfer Services Manager  
700 University Blvd MSC 128  
Kingsville, TX 78363  
(361) 593-2314 phone  
(361) 593-5509 fax  
**tara.schulze@tamuk.edu**

**South Texas College:**

**Texas A&M University-Kingsville:**

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Dr. Shirley A. Reed                                      Date  
President, South Texas College

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Dr. Steven H. Tallant                                      Date  
President, Texas A&M University-Kingsville