MEMORANDUM OF AGREEMENT

between

The Governing Board of CENTRAL NEW MEXICO COMMUNITY COLLEGE

and

The Board of Regents of THE UNIVERSITY OF NEW MEXICO

This Memorandum of Agreement is made this 14th day of August, 2007, between the Governing Board of Central New Mexico Community College, an educational institution created pursuant to Chapter 21, Article 16, NMSA 1978 (hereinafter “CNM”), and the Board of Regents of the University of New Mexico, a body corporate, for and on behalf of the University of New Mexico, a constitutionally created educational institution of the State of New Mexico (hereinafter “UNM”), for the purpose of working jointly to create student success for the citizens of New Mexico.

RECITALS

WHEREAS, UNM is the largest doctoral/research university in New Mexico and CNM is the largest community college in New Mexico; and,

WHEREAS, CNM and UNM are committed to creating successful educational paths for the citizens of New Mexico; and,

WHEREAS, UNM and CNM share an interest in the institutions’ roles in workforce development and economic development in the community; and,

WHEREAS, UNM and CNM share complimentary educational visions, missions, values, and goals in the delivery of higher education in the state of New Mexico; and

WHEREAS, CNM and UNM serve unique populations of the citizenry of New Mexico; and,
WHEREAS, UNM and CNM desire to collaboratively ensure that all New Mexicans seeking postsecondary education and ultimately a baccalaureate degree have access to higher education; and,

WHEREAS, each institution recognizes the other as a critical partner in fulfilling the responsibility of providing higher education, career development, skill development, and lifelong learning opportunities for the citizens of New Mexico.

NOW, THEREFORE, it is agreed:

1. CNM and UNM will develop joint initiatives that provide creative solutions to meeting the shifting needs of New Mexico students, such as 2+2 programs, dual enrollment collaboration, and Gateway programs.
   a. CNM and UNM agree to work in collaboration to empower New Mexico high school students to ultimately achieve a baccalaureate degree through the most appropriate means.
   b. CNM and UNM will embrace opportunities for creating seamless enrollment and financial aid processes for transfer students and students involved in these programs.
   c. UNM and CNM will provide selected shared services through appropriate arrangements.
   d. CNM and UNM will share appropriate data to monitor and address student success issues between both institutions consistent with any applicable privacy laws.
   e. Each President shall report annually to his/her governing body on campus activities, enrollment, financing, and other issues or problems relating to this Agreement.
2. Subject to the outcome of an election to annex the remainder of the Rio Rancho School District into the CNM District, CNM and UNM agree to embark upon a joint effort to create higher education opportunities for Rio Rancho residents that ensure student success.

a. UNM will actively support the annexation of the remaining Rio Rancho school district into the CNM district and CNM shall support the gross receipts tax election to be held by UNM in Rio Rancho.

b. UNM and CNM will develop a schedule of non-duplicated courses to meet the needs of the community with lower division courses offered through CNM and upper division and graduate course offerings through UNM, and

c. UNM and CNM will jointly establish a Rio Rancho higher education campus with CNM and UNM working together to develop a comprehensive facilities master plan, which will include provisions for cost sharing and other terms of use as agreed between the parties.

i. The first instructional building will be built and owned by CNM with planned course offerings immediately from both CNM and UNM.

ii. CNM and UNM will share facilities until such time that each institution has available resources to provide courses within self-governed facilities.

It is further agreed:

3. The parties agree to use the same degree of care and discretion with any information transferred as they would use with their own information. Requests for information by anyone other than the parties shall be addressed pursuant to the Inspection of Public Records Act, NMSA, 1978, § 14-2-1, et seq.
4. Nothing in this MOA shall be construed as limiting the authorities and responsibilities vested in either party.

5. Each party shall be solely liable for all claims, demands, actions, causes of action, suits, losses, damages, liabilities, expenses, and costs ("Claims").

6. This MOA shall become effective upon receipt of the last signature and will remain in force until terminated with thirty (30) day written notice of either party to the other.

7. This MOA shall be governed by the laws of the State of New Mexico. In any judicial action arising from or relating to this MOA, the parties consent to venue and jurisdiction in the Second Judicial District Court of Bernalillo County, New Mexico, and to service of process under the laws of the State of New Mexico.

8. This MOA shall not be altered, changed, or amended except by a written instrument executed by the parties.

9. All notices and communications related to this MOA and the activity performed hereunder shall be in writing and shall be given by personal delivery, or by nationally recognized overnight courier delivery service, or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party may specify to the other party by notice given pursuant to this paragraph):

   Unless otherwise specified in this MOA, notices shall be deemed given as follows: (i) if personally delivered, on the day such notice is delivered, (ii) if sent by nationally recognized overnight courier delivery service, one (1) day after such notice is sent, or (iii) if sent by certified mail, two (2) days after such notice is sent.
WHEREUPON this Memorandum of Agreement has been executed on the dates indicated next to each of the respective signatures with the date of this Memorandum to be the date of the last signature affixed hereto.

REGENTS OF THE UNIVERSITY OF NEW MEXICO,
A body corporate, for and on behalf of The University of New Mexico,
a constitutionally created educational institution of the State of New Mexico

By:  
Dr. David J. Schmidly, President
University of New Mexico

Date: 14 August 07

GOVERNING BOARD OF CENTRAL NEW MEXICO COMMUNITY COLLEGE,
an education institution created pursuant to Chapter 21, Article 16, NMSA 1978

By:  
Dr. Katharine W. Winograd, President
Central New Mexico Community College

Date: 8/14/07