

**Memorandum of Understanding
between
Central New Mexico Community College
and
The Regents of the University of New Mexico**

I. PURPOSE

This Memorandum of Understanding ("MOU") is entered into by Central New Mexico Community College ("CNM") and the Regents of the University of New Mexico ("UNM") (collectively "The Parties")

II. RECITALS

- A. CNM and UNM agree to collaborate on student services, student housing, dining and other services to support international students enrolled at CNM ("CNM International Students") under the terms and conditions set forth below.
- B. UNM's Global Education Office ("UNM GEO") will coordinate communication between relevant UNM units and their CNM counterparts. CNM Global Education Office (CNM GEO) will provide UNM GEO with a list of CNM International Students interested in living at UNM.
- C. UNM GEO will administer CNM International Students opting to live on UNM campus as a cohort, rather than as individual applicants in order to ensure smooth communication between CNM GEO & UNM GEO.
- D. CNM will promote UNM Student Services options to prospective CNM International Students.

III. SCOPE OF SERVICES

This MOU covers the following UNM services offered to CNM International Students:

- A. **Residence Halls/Family Housing.** CNM International Students are eligible to live in housing facilities on UNM's Albuquerque main campus on a space-available basis, under the terms outlined in this MOU. UNM students have priority to register for housing by July 15 for the fall semester, November 30 for the spring semester. After these priority registration dates, any remaining spaces will be available for eligible CNM International Students on a first-come, first-served basis. UNM will provide CNM email templates with housing information and functional web addresses.
- B. **Food Services.** CNM International Students living in Residence Halls can purchase a meal plan and utilize the dining halls and other food services on the UNM campus in accordance with UNM policy and this MOU. Meal plan options are specified in **Attachment A**.
- C. **Lobo ID.** UNM GEO will assist CNM International Students to procure Guest Student UNM IDs in collaboration with the Lobo ID Office in order to access select student services on the UNM campus.
- D. **Parking and Bus Passes.** UNM parking and free UNM city bus passes will not be available to CNM International Students; they may obtain a free bus pass from CNM instead.
- E. **UNM GEO Activities.** CNM International Students may participate in UNM GEO activities, including festivals, trips, social and networking events, and cultural activities, some of which require a fee.
- F. **UNM Student Health and Counseling ("SHAC").** UNM health services are available to CNM International Students who reside in UNM Student Housing. CNM agrees to instruct the CNM International Students to identify themselves

as such so that SHAC can verify coverage. The covered and uncovered services are identified in **Attachment A**, as well as the fees for such services. SHAC may terminate the services under this Subsection III F by providing thirty (30) days' written notice to CNM. In the event SHAC provides such notice, SHAC shall continue to provide services until the end of the term in which the notice is given.

- G. **Recreational Services/Johnson Center.** CNM International Students may participate in the recreational services at Johnson Center during Open Recreational hours by purchasing a Rec Card directly from Recreational Services. The CNM Student must be registered for at least six credit hours at CNM, and show a printed copy of their class schedule when requesting the Rec Card. The semester fee is specified in **Attachment A**. CNM International Students may also purchase Getaway Adventures, The Works Fitness Passes, and Personal Training sessions as a "Community" member. CNM International Students are not eligible to participate in Intramural Sports, or be a member of a chartered sport or recreational club that is governed by Recreational Services.
- H. **Student Activities.** CNM International Students may attend UNM student activities such as Welcome Back Days, campus concerts, health fairs, and speakers. CNM will have access to the calendar of events and will be notified of these events, which are posted at <https://sac.unm.edu/calendar> or http://geo.unm.edu/activities_events/. Some activities are free and some may require a fee.
- I. **Student Organizations.** Some UNM organizations can include non-UNM students in their membership base. However, sports clubs, fraternities, sororities, honor societies, military groups, academic department organizations, and graduate and professional student organizations are restricted to UNM students. A list of student organizations is at <http://sac.unm.edu/StudentOrganizations.html> and the Student Activities Center can answer questions about which organizations are open to CNM International Students (505-277-4706 or email: sac@unm.edu).
- J. **Student Union Building.** The Student Union Building offers a variety of food, game room, and other services to the UNM campus. Such services can be used by the CNM International Students on a fee-for-services basis in each area.
- K. **Shuttle Services.** A free shuttle-bus links UNM's south, main, and north campus. CNM International Students may ride it with no identification required. Services may be limited by the academic calendar, and will not be available during the Thanksgiving Break and four (4) weeks of winter break. Shuttle service is also suspended between the end of the spring and beginning of the summer terms.

IV. STUDENT SERVICES, HOUSING AND DINING FEES

- A. UNM will charge CNM International Students the same housing and meal plan rates as UNM students. UNM Housing contracts are typically for the academic year with optional winter and summer recess housing contracts offered on a space-available basis. CNM International Students residing in UNM Housing will be billed for housing and dining directly by UNM's Bursar. Standard payment plans can be established via LoboWeb if desired. Housing and meal plan information is listed in **Attachment A**.
- B. CNM's Bursar will place financial-related holds on CNM transcripts and registration for amounts due to UNM from CNM International Students. UNM's Bursar can contact the CNM Bursar directly to request financial holds on a CNM International Student's record.
- C. CNM International Students must ensure that they have an active email address and a local mailing address on their UNM record so that they will receive their monthly bill for other charges they may incur after their initial payment. In the event that a UNM billing statement to a CNM International Student's mailing address is returned, it will be forwarded to the student in care of *CNM Global Education Office* (525 Buena Vista Dr. SE, Albuquerque, NM 87106).

V. COMMUNICATION AND DATA SHARING

- A. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR Part 99) governs any CNM Student data provided to UNM and CNM. The Parties will comply with FERPA and all other applicable laws and regulations. Neither Party will include any data received from the other Party in any report or publication without the prior written consent of the other Party. Electronic data will be encrypted to protect it from unauthorized use.
- B. CNM's Global Education Office will (1) email the names of the CNM International Students opting to live on UNM Campus to globalprograms@unm.edu no later than 14 days before the start of the semester for best consideration, and (2) collect signed FERPA releases allowing for sharing of academic standing and enrollment credit status of CNM International Students residing in UNM housing and email them to globalprograms@unm.edu.
- C. At the start of each academic term UNM will provide a list of the complete names and UNM ID numbers of all CNM International Students residing in UNM housing to the CNM Global Education Office, and will update that list as needed.
- D. After the end of each CNM term, CNM's Office of Planning & Institutional Effectiveness (OPIE) will run a query of next semester's academic standing for all CNM International Students and match it against the list of CNM International Students in UNM housing. No later than ten (10) calendar days before the subsequent CNM semester OPIE will provide a list to globalprograms@unm.edu of the complete names and UNM ID numbers of CNM International Students who are no longer eligible for UNM Housing due to changes in their academic standing.

VI. STUDENT CONDUCT AND BEHAVIOR

The parties shall notify each other of any revisions to their respective codes of conduct and policies applicable to CNM international students within ten (10) calendar days of the revision date.

- A. **CNM Student Code of Conduct.** CNM International Students must comply with the CNM Student Code of Conduct. The Student Code of Conduct provides student behavioral expectations while attending CNM. Adhering to the Student Code of Conduct will create a foundation of success and safety for all CNM International Students. The Code can be found at <https://www.cnm.edu/depts/dean-of-students/student-code-of-conduct>.
- B. **UNM Residence Life & Student Housing Policies and Student Code of Conduct.** In addition to compliance with CNM's Student Code of Conduct, CNM International Students residing in UNM Housing are expected to comply with all policies and procedures under the UNM Pathfinder Student Handbook, including but not limited to the UNM Code of Conduct, as well as the Residence Life and Student Housing (RLSH) policies. CNM's Vice President of Student Services or designee will collaborate with the UNM Dean of Students if CNM International Students violate the UNM Student Code of Conduct during the term of their residence in UNM housing.
 1. CNM International Students residing in UNM RLSH properties who have violated RLSH policy will be addressed internally under the procedures applicable to UNM Students. UNM RLSH may refer conduct cases involving CNM International Students to UNM's Dean of Students if UNM RLSH determines such action is warranted. CNM International Students referred by UNM RLSH to UNM's Dean of Students will be treated as visitors for purposes of the UNM Codes of Conduct.
 2. Title IX Infractions:
 - a. UNM RLSH shall refer Title IX-related matters involving CNM International Students to UNM's Title IX Coordinator in accordance with UNM policies and procedures.
 - b. UNM's Title IX Coordinator will review all allegations related to sex discrimination and/or sexual harassment, misconduct and violence for jurisdiction. Any findings of policy violations regarding UNM's prohibitions against discrimination, sexual harassment, sexual misconduct, or sexual violence committed by CNM International Students will be forwarded to CNM's Vice President of Student Services or designee for appropriate sanctions.

The sanctions may include a CNM-imposed hold. UNM's Dean of Students retains the jurisdiction to charge and sanction the CNM Student under the UNM Visitor Code of Conduct, remove the CNM Student from UNM housing, and ban the CNM student from UNM's campus. CNM's Vice President of Student Services or designee agrees to coordinate with UNM's Dean of Students and Title IX Coordinator prior to determining sanctions in order for UNM's Title IX Coordinator to ensure that the sanctions stop the conduct, prevent its recurrence, and remedy its effects and that these sanctions are in accordance with UNM policies related to sexual misconduct, discrimination, and harassment.

- c. When the Complainant is a CNM student he or she can file a complaint online through UNM or CNM, or to any university or college employee. Recipients of the complaint will report it to UNM's Title IX Coordinator per UNM policy 2740. UNM's Title IX Coordinator will notify CNM's Vice President of Student Services or designee of the complaint.
- d. CNM International Students will comply with all applicable Title IX training requirements required of similarly situated UNM students, including but not limited to in-person interactive training and online training modules within two weeks of move-in.

C. UNM-Leased American Campus Communities (ACC) Properties

1. CNM International Students residing in ACC properties will be treated as visitors for purposes of the UNM Codes of Conduct.
2. If found violating any policy or procedure under the UNM Pathfinder Student Handbook or ACC Housing policies while on ACC properties, CNM International Students will be charged and sanctioned pursuant to the UNM Visitor Code of Conduct in accordance with the UNM and Student Grievance Procedure. UNM's Policies and Procedures regarding students can be found in the UNM Student Pathfinder: <http://pathfinder.unm.edu/index.html>. Sanctions may include but are not limited to being removed from UNM student housing or being banned from UNM's campus.
3. Additionally, UNM's Dean of Students will forward any report of misconduct by a CNM Student occurring at ACC Properties to CNM's Vice President of Student Services or designee for further action under the CNM Code of Conduct.
4. Title IX violations will be dealt with as set forth in section VI.B.2 above. Title IX training requirements will be the same as those in section VI.B.2.d above.

VII. TERM AND TERMINATION

- A. This MOU shall become effective for an initial term of five (5) years from the date of the last signature by the Parties' duly authorized representatives and shall automatically renew for successive five-year terms unless terminated as provided below.
- B. Either Party may terminate this MOU by giving the other Party at least sixty (60) days' written notice, *provided, however*, that any CNM International Students who have signed housing contracts before such date may move into or remain in their accommodations (as applicable), and may continue to access student services until their then-current housing contract expires.

VIII. MISCELLANEOUS

- A. This MOU is governed by New Mexico law. The Parties agree to use reasonable efforts to accomplish the goals set forth in this MOU.

- B. This MOU is signed in good faith and in accordance with the administrative rules and procedures governing each Party. Any dispute that may arise concerning its interpretation and implementation will be resolved amicably through negotiations between the Parties' duly authorized representatives.
- C. This MOU supersedes and cancels all prior negotiations, writings, and understandings between the Parties and contains all of the terms of the agreement between the Parties in connection with the subject matter contemplated herein. No modification shall be valid unless in writing and executed in writing by both Parties' duly authorized representatives, *except that* UNM may modify Attachment A as needed from time to time without the need for a signed modification, but with 150 calendar days' notice to CNM at the email address in section VIII, F below. The two parties have agreed to create a supplemental operational document outlining additional guidelines and implementation details to facilitate communication between CNM GEO and UNM GEO.
- D. If any part of this MOU is found to be invalid or unenforceable under the law, such holding will not affect the validity or enforceability of any other part of this MOU so long as the remainder of the MOU is reasonably capable of completion.
- E. Each Party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent the claims or damages result from negligence or willful misconduct of the Party's employee, students, or agents. The liability of the Parties shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended.
- F. All notices required under this MOU shall be in writing and shall be delivered to the following email addresses, which a Party may modify in writing from time-to-time:

Executive Director, Global Education Initiatives
 Central New Mexico Community College
 Email: GlobalEducation@cnm.edu
<http://cnm.edu/global-education>

Executive Director, Global Education Initiatives
 University of New Mexico
 Email: geo@unm.edu
<http://geo.unm.edu/>

- G. Nothing contained herein shall be deemed to create an agency, joint venture, or partnership between the Parties. No Party has the power or right to bind or commit the other Party in any way. No license under or title to any trademark, trade name or other intellectual property or other rights or interests of a Party is granted either expressly, or by implication, estoppel or otherwise by this MOU. No party will use the name of the other Party in any form of advertising or publicity without the express written permission of such Party. Such permission is granted hereby to the extent required for publicizing this agreement to eligible students.


IN WITNESS WHEREOF, the Parties have entered into this MOU as of the last date specified below.


CENTRAL NEW MEXICO COMMUNITY COLLEGE

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO


 Kathy Ulibarr
 Vice President for Finance and Operations
 Date: 9/13/17


 David W. Harris
 Executive Vice President for Administration
 Date: 9/15/17


 Philip Bustos
 Vice President for Student Services
 Date: 9/13/17


 Craig White
 Provost and Executive Vice President for Academic Affairs
 Date: [Signature]



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**ATTACHMENT A
UNM FEE SCHEDULE
July 1, 2017-June 30, 2018**

All fees and services are subject to change from time to time.

A. STUDENT HEALTH AND COUNSELING (SHAC)

CNM international students can access SHAC services under the MOU between SHAC and the Global Education Office, as long as they purchase the service.

B. Fee for Covered Services Delivered per semester:

1. 8-week programs: \$100
2. 16-week programs: \$200

Covered Services Delivered by SHAC

Unlimited doctor's visits; unlimited urgent care visits/walk-ins; unlimited counseling sessions; X-rays; Lab work; and core immunizations (Hepatitis B; MMR; Varicella; Influenza; Tetanus & Diphtheria; Measles; Mumps)

C. Fee for Uncovered Services

SHAC's or third-party provider's then-current commercial rates paid by individual CNM International Students in accordance with standard procedures.

Uncovered Services Delivered by SHAC or Third-Party Provider

Specialty clinics; psychiatry; dermatology; medical procedure; physical therapy; massages; clinical nutrition; women's health; acupuncture; medications/prescriptions; other immunizations; and other services not listed in A. above. CNM International Students should expect to pay for uncovered services out of pocket at the time of service.

I. RECREATIONAL SERVICES (*price subject to change*)

\$40.00 per UNM semester, to be paid directly by CNM Student to Recreational Services/Johnson Center by cash, check or accepted credit card. Recreational Services is located in Johnson Center Room 1102.

II. RESIDENCE LIFE HOUSING

<https://housing.unm.edu/>

III. MEAL PLAN OPTIONS

<http://lobocard.unm.edu/Dining-club-plans/meal-plans-2017-2018.html>

IV. UNM SERVICES FEES

UNM GEO will provide CNM GEO with a list of applicable, mandatory UNM fees. These fees may vary and/or increase slightly from one academic year to the next.

For Spring 2018:

GEO Administration fee: \$65

Lobo Card Access: \$10