

PRE-ADMISSION AGREEMENT BETWEEN
SOUTHERN METHODIST UNIVERSITY
AND
COLLIN COLLEGE

This Agreement is made by and between Southern Methodist University (SMU), a Texas nonprofit institution of higher education, located in University Park, Dallas County, Texas, by and through the Office of the Provost, and Collin College (Collin), a public institution of higher education, offering two-year associate degrees, located in Collin County, Texas.

In order to facilitate the existing process of student transfers from Collin to SMU, Collin and SMU agree to the following terms and conditions establishing the pre-admission of Collin students to both Collin and SMU (Pre-admission Students) (the Program):

- Collin students may apply to become Pre-admission Students at the beginning of their first year of study at Collin. Pre-admission Students may transfer to SMU after their first or second year of study, provided they meet the requirements set forth below.
- To apply to become Pre-admission students, Collin students must follow SMU's published curriculum and meet all SMU admission requirements.
- Collin students will apply to be Pre-admission Students on the application developed jointly by Collin and SMU (Application), which contains all information required by each institution. The Collin Admissions Committee will review each application, then forward the Application and the Committee's recommendations to the SMU Admission Committee. Official high school and Collin transcripts and standardized test scores for each student being recommended for admission to the Program must accompany each Application and Collin recommendation.
- In order to enroll at SMU, Pre-admission Student must have maintained a Grade Point Average (GPA) of 3.0 in transferable hours if they have less than thirty (30) semester credit hours. Pre-admission Students must have maintained a GPA of 2.7 in transferable hours if they have more than thirty (30) semester credit hours in order to enroll at SMU. Collin students may not transfer more than 62 credit hours to SMU.
- SMU will send written notification of pre-admission to the Collin Admissions Committee and to Collin students admitted to the Program.
- Collin academic credits appearing on a student's Collin transcript will appear on the student's SMU transcript. A student's Collin grades will not be used to compute a student's GPA at SMU.
- SMU will provide each Pre-admission Student with access to SMU's advisors.
- Pre-admission Students will receive the following student benefits at SMU:
 - The right to attend events that are free to SMU students.
 - The right to purchase student tickets to those events requiring ticket purchases.
 - Library privileges.
 - SMU newsletter.
 - Discounted DART pass.
 - SMU computer store discount.

- SMU will provide scholarship opportunities annually for Pre-admission Students, as it does for students from other community colleges, who meet the SMU transfer scholarship criteria. Information regarding those opportunities will be provided to Pre-admission Students.
- In order to achieve maximum progress toward an SMU degree, Pre-admission Students will be advised to follow a program of study as outlined in the “SMU Transfer Equivalencies: Collin College,” attached hereto and incorporated herein by reference as Exhibit A. Pre-admission Students must complete a minimum of 60 upper division credit hours at SMU in order to earn a bachelor’s degree from SMU.
- Pre-admission Students are eligible for consideration for the SMU University Honors Program.
- Annually, the two institutions will share data related to the enrollment, scholastic progress, and academic performance of former and active Pre-admission Students in order to trace the success of the Program.

Miscellaneous Provisions

A. No Partnership. It is expressly agreed and understood that this Agreement is not intended to, nor shall the same ever be deemed or construed so as to create a partnership between the parties hereto, or make the parties joint ventures, or make either party in any way responsible for the debts and/or losses of the other party. It is further expressly agreed and understood that this Agreement shall not under any circumstances, be deemed to create or constitute an employer-employee relationship between the parties hereto, its being the intent of the parties that each is a separate, independent institution of higher education.

B. Waiver. No waiver of any breach of any provision of this Agreement shall operate as a waiver of any other or subsequent breach thereof or of the provision itself, or of any other provision. No provision of the Agreement shall be deemed to have been waived unless such waiver is in writing signed by the party waving the same.

C. No Assignment. Collin may not assign in whole or in part its obligations under this Agreement without prior written consent of SMU. Any assignment made in violation of this provision shall be null and void.

D. Entire Agreement. The Agreement supersedes all prior agreements and understandings between the parties, whether written or oral, and may not be changed or modified except by mutual agreement, confirmed in writing by each of the parties.

E. No Kickbacks or Extra Benefits. Collin represents and warrants that no trustee, officer, employee, student or agent of SMU has been or will be employed, retained or paid a fee, or otherwise has received or will receive any personal compensation or consideration of any kind by or from Collin or any of Collin’s directors, officers, employees, or agents in connection with obtaining, arranging, negotiating or performing this Agreement.

F. Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Collin: Thom D. Chesney, Vice President of Academic Affairs
Collin College
4800 Preston Park Boulevard
Plano, Texas 75093
Telephone: 972.768.3831
Facsimile: 972.985.3730

To SMU: Paul Ludden, Provost and Vice President
for Academic Affairs
Southern Methodist University
P.O. Box 7500221
Dallas, Texas 75275
Telephone: 214.768.3219
Facsimile: 214.768.3557

With a copy to: S. Leon Bennett, General Counsel and Vice President
for Legal Affairs and Government Relations
Southern Methodist University
P.O. Box 750132
Dallas, Texas 75275
Telephone: 214.768.3233
Facsimile: 214.768.1281

Or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

G. Catastrophe. Neither Collin nor SMU shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather, and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such cause.

H. Nondiscrimination. In its performance of this Agreement, Collin and SMU each warrants that it will not discriminate against any employee, student, or other person on account of race, color, religion, national origin, sex, age, disability, or veteran status. SMU's commitment to equal opportunity includes nondiscrimination on the basis of sexual orientation.

I. Severability. If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

J. Governine Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Both parties hereby agree that exclusive venue for any action or claim arising or of this Agreement shall be Dallas County, Texas.

K. Warranty of Authority. The undersigned warrant that they have the authority to execute this Agreement on behalf of their respective institutions.

This agreement shall become effective September 1, 2007 and shall remain in effect for four (4) years, until September 1, 2011. Termination may be effected earlier by either SMU or Collin by giving written notice to the other institution one (1) year prior to the effective date of termination of this Agreement.

SIGNED BY:

SOUTHERN METHODIST UNIVERSITY

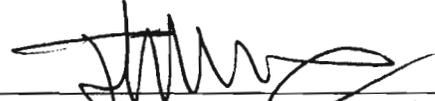
COLLIN COLLEGE



Paul Ludden, Provost and Vice President
for Academic Affairs

10/30/07

Date



Thom D. Chesney, Vice President of
Academic Affairs

15 NOVEMBER 2007

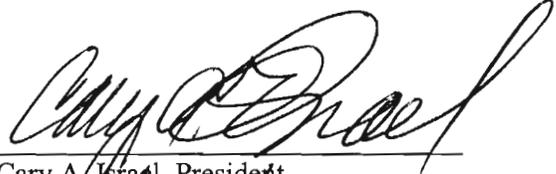
Date



R. Gerald Turner, President

10/31/07

Date



Cary A. Israel, President

11/17/07

Date