Memorandum of Understanding

Introduction

The Colleges of the Alamo Colleges District located in San Antonio, Texas—Northeast Lakeview College (NLC), Northwest Vista College (NVC), Palo Alto College (PAC), St. Philip’s College (SPC) and San Antonio College (SAC) hereafter referred to as the Colleges of the Alamo Colleges District, wish to partner with transfer institutions interested in ensuring students take the maximum courses possible prior to transfer with all college-level courses earned counting toward their intended field of study or major at the four-year college or university. This Memorandum of Understanding (MOU) formally recognizes that the colleges of the Alamo Colleges District, NLC, NVC, PAC, SPC, and SAC and the Baptist University of the Americas are active educational partners, committed to providing greater educational opportunities and services for students transferring between institutions, in support of the concept of seamless transfer so that transfer students are not required to repeat courses already successfully completed.

NLC, NVC, PAC, SPC, and SAC are each accredited by the Southern Association of Colleges and Schools – Commission on Colleges (SACSCOC). The Baptist University of the Americas, located in 7838 Barlite Blvd., San Antonio, TX 78224 is accredited by the Association for Biblical Higher Education.

Each institution, furthermore, is dedicated to serving students from all walks of life, regardless of race, color, sex, pregnancy, religion, creed, national origin (including ancestry), citizenship status, physical or mental disability, age, marital status (including special disabled veteran, Vietnam-era veteran, or recently separated veteran), predisposing genetic characteristics, domestic violence victim status, any other protected category under applicable local, state or federal law, or persons who have opposed discrimination or participated in any complaint process on campus or before a government agency.

Purpose

The purpose of this MOU is to formalize a partnership to assist students to achieve both associate and baccalaureate completion. This agreement enables students in the Colleges of the Alamo Colleges District who transfer to the Baptist University of the Americas to have the college-level credits earned apply toward their intended field of study or major, resulting in degree completion and successful employment. Transfer articulation is with all Colleges of the Alamo Colleges District.

Transfer Plans

In collaboration with the Colleges of the Alamo Colleges District, the Baptist University of the Americas will provide appropriate transfer plans 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 the Colleges of the Alamo Colleges District will count and apply toward degree requirements. The Colleges of the Alamo Colleges District and the Baptist University of the Americas will work closely on the courses that will apply toward degree requirements. Where applicable, the Baptist University of the Americas will encourage students to complete an Associate degree at one of the Colleges of the Alamo Colleges District before transfer. If the transfer plan does not meet Associate Degree requirements, both partners
agree that the student should transfer and achieve the Associate Degree through reverse transfer.

The Baptist University of the Americas will accept a maximum of 60 transfer credits toward a baccalaureate degree. Where transfer plans include greater than 60 credit hours, the student will be advised to earn the maximum allowable hours before transfer.

The Baptist University of the Americas will notify the Colleges of the Alamo Colleges District annually of any changes in degree requirements.

Bridge to Transfer

By the completion of 30 college-level hours, students at the Colleges of the Alamo Colleges District will declare the college/university to which they intend to transfer. Upon receiving notice of intent to transfer, the Baptist University of the Americas and the advising/mentoring teams of the colleges will work together to actively engage the student to support successful completion of the transfer advising guide courses and prepare for transfer.

The Colleges of the Alamo Colleges District and the Baptist University of the Americas agree to provide direct links between their institutional Web sites indicating the existence of this Agreement. Transfer plans (AA, AAT, AS, and AAS) reviewed by both the faculty of the Colleges of the Alamo Colleges District and the Baptist University of the Americas will be made available at all institutions.

Core Curriculum

Completion of the Core Curriculum at the Colleges of the Alamo Colleges District will transfer as a block and will satisfy the Texas 42-hour core general education requirements at the Baptist University of the Americas. If any courses are preferred or required for specific baccalaureate degrees, the courses will be indicated as such in the transfer advising guides. For degree completion in associate programs, must include at least one course from each of the following areas: humanities/fine arts, social/behavioral sciences, and natural science/mathematics per SACSCOC legislative requirements.

Transfer Admissions Requirements

Upon completion of a transfer advising guide, students at the Colleges of the Alamo Colleges District wishing to transfer to the Baptist University of the Americas will go through the Baptist University of the Americas 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. The Baptist University of the Americas will apply the transfer plan applicable in the year the student enters a College of the Alamo Colleges District 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 departmental admission requirements entering under the terms of this agreement are guaranteed admission into the university. Students who have completed the transfer plan 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.
Associate in Applied Science (AAS) Degree

The Associate in Applied Science (AAS) Degree represents the attainment of depth of technical competency in identified occupational areas. The Baptist University of the Americas will provide transfer plans that maximize the AAS course requirements and will bridge the two institutions as the student completes the transfer plan courses and prepares for transfer.

Provision for Student Financial Assistance

The Colleges of the Alamo Colleges District and the Baptist University of the Americas 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. All consortium agreements must be approved by the appropriate Alamo Colleges District official.

Provision for Campus Visits/Transfer Fairs

The Baptist University of the Americas 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 the Baptist University of the Americas will adhere to the terms of this MOU.

Exchange of Data

The Colleges of the Alamo Colleges District and the Baptist University of the Americas agree to exchange data and documents as agreed that will contribute to the maintenance and improvement of these transfer arrangements, and promote effective cooperation between the two institutions.

Any exchange by the parties of student record information protected by the Family Education Rights and Privacy Act (20 USC § 1232g) and implementing regulations (34 CFR Part 99) (“FERPA”) shall occur only in full compliance with FERPA, including, without limitation, committing the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35.

The Baptist University of the Americas will provide an annual update at the beginning of each fall semester to the Colleges of the Alamo Colleges District on the success of students transferring to the Baptist University of the Americas which will include:

- Number of transfer students in the past academic year
- Total number of student transfers from each of the Colleges of the Alamo Colleges District
- Credits completed at the Baptist University of the Americas
- Number of stop-outs
- Average University GPA
- Average time from admission to completion
Limited Trademark License

The undersigned copyright owner parties 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 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.

Longevity of the Agreement

This agreement will commence with the start of the Spring semester 2020 for a period of five years. This agreement will terminate with the start of the Spring semester 2026 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 the Colleges of the Alamo Colleges District and the Baptist University of the Americas.

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