Memorandum of Understanding

Introduction

The Colleges of the Alamo Colleges District – 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 in the Alamo Colleges District wish to collaborate 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 in the Alamo Colleges District – NLC, NVC, PAC, SPC, and SAC located in San Antonio, Texas and Texas A&M University-San Antonio are actively committed to providing greater educational opportunities and services for students transferring between institutions.

NVC, PAC, SPC, and SAC are each accredited by the Southern Association of Colleges and School – Commission on Colleges with NLC currently in candidacy status. Texas A&M University-San Antonio, located in San Antonio, TX is accredited by the Southern Association of Colleges and School – Commission on Colleges. This commitment strongly supports the concept of seamless transfer that embraces the principle that transfer students should not be required to repeat courses already successfully completed.

Each institution, furthermore, is dedicated to serving students from all walks of life in compliance with state and federal law.

Purpose

The purpose of this MOU is to formalize a relationship to assist students to achieve both associate and baccalaureate completion. This MOU enables students in the Colleges of the Alamo Colleges District who transfer to Texas A&M University-San Antonio 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 articulation is with all of the Colleges in the Alamo Colleges District.

Advising Guides

In collaboration with the Colleges in the Alamo Colleges District, Texas A&M University-San Antonio will provide appropriate advising guides 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 in the Alamo Colleges District will count toward degree requirements. Where applicable, Texas A&M University-San Antonio will encourage students to complete an Associate degree at one of the Colleges in the Alamo Colleges District before transfer. If the advising guide does not meet Associate Degree requirements, both institutions agree that the student should transfer and achieve the Associate Degree through reverse transfer.

Texas A&M University-San Antonio will accept 60 transfer credits toward a baccalaureate degree. Where advising guides include greater than 60 credit hours, the student is encouraged to earn the maximum allowable hours before transfer.
Texas A&M University-San Antonio 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 in 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, Texas A&M University-San Antonio's and the advising/mentoring teams of the colleges will work together to actively engage the student to support successful completion of the advising guide courses and prepare for transfer.

The Colleges of the Alamo Colleges District and Texas A&M University-San Antonio agree to provide direct links between their institutional Web sites indicating the existence of this Agreement. Official lists of advising guides (AA, AAT, AS, and AAS) reviewed by both the faculty of the Colleges of the Alamo Colleges District and Texas A&M University-San Antonio will be made available at all institutions.

Core Curriculum

Completion of the Core Curriculum of the Colleges in the Alamo Colleges District will transfer as a block and will satisfy the Texas 42-hour core general education requirements at Texas A&M University-San Antonio. If any courses are preferred or required for specific baccalaureate degrees, the courses will be indicated as such in the advising guides.

Transfer Admissions Requirements

Upon completion of an advising guide, students at the Colleges in the Alamo Colleges District will go through Texas A&M University-San Antonio'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-San Antonio will apply the advising guide applicable in the year the student enters a College in 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 advising guide 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. Students transferring an AAS degree to Texas A&M University-San Antonio 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-San Antonio will provide advising guides that maximize the AAS course requirements and will bridge the two institutions as the student completes the Advising Guide courses and prepares for transfer.
Provision for Student Financial Assistance

The Colleges in the Alamo Colleges District and Texas A&M University-San Antonio 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

Texas A&M University-San Antonio 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-San Antonio will adhere to the terms of this MOU.

Exchange of Data

The Colleges of the Alamo Colleges District and Texas A&M University-San Antonio 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.

Texas A&M University-San Antonio 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 Texas A&M University-San Antonio.

Texas A&M University-San Antonio which will include:
- Number of transfer students in the past academic year
- Total number of student transfers from each of the Colleges in the Alamo Colleges District
- Credits completed at Texas A&M University-San Antonio
- Number of stop-outs
- Average University GPA
- Average time from admission to completion

Limited Trademark License
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"). Each party acknowledges that all rights in the other’s Marks, including all goodwill pertaining to the Marks, are the sole property of the party.

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 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 this MOU for so long as the MOU remains in effect, and only consistent with the owning party’s brand guide and other directions.

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 MOU 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 venue of any court action brought directly or indirectly by reason of this MOU 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-San Antonio back to the Colleges in the Alamo Colleges District to complete requirements for the associate degree from one of the Colleges of the Alamo Colleges District. This program is specifically designed to allow students to receive the advantages pursuant to completion of the associate degree when they transfer prior to degree completion. Texas A&M University-San Antonio and the Colleges of the Alamo Colleges District 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-San Antonio bachelor's degree. Student records will be exchanged between Texas A&M University-San Antonio and the Colleges of the Alamo Colleges District for this purpose, strictly adhering to all privacy regulations and ensuring compliance with Texas 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.


**Reverse Transfer Guidelines**

1. The institutions will exchange student information within legal limitations in order to promote the Reverse Transfer Program.
2. A&M-SA will encourage transfer Alamo Colleges students to utilize the Reverse Transfer Program in order to complete the associate degree.
3. Provided students have given permission on the ApplyTexas application, A&M-SA will automatically submit electronic transcripts of prior Alamo College students to the District Office for reverse transfer evaluation.

4. Transcripts must be identified as a Reverse Transfer. “Reverse Transfer” can be indicated in the address line of the receiving institution (ATTN: Reverse Transcript Office)

5. Student Information
   a. Student's name
   b. Student's current address
   c. Student's current email
   d. Student's date of birth (DOB)

6. Sending Institution Contact Information
   a. Name (Point of Contact)
   b. Title
   c. Telephone number
   d. Email address

7. Send student information and point of contact information to:
   dst-reverse.transfer@alamo.edu

   Alamo Colleges District Point of Contact
   Myrella Gonzalez
   Associate Director
   Center of Student Information
   Alamo Colleges District
   mgonzales1@alamo.edu
   (210) 486-5041

Longevity of the Agreement

This MOU will commence with the start of the Fall semester 2017 for a period of three years. This agreement will terminate with the start of the Fall semester 2020 unless it is renewed or sooner terminated as provided below.

The MOU 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 MOU 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 Texas A&M University-San Antonio.

This MOU does not create a partnership or joint venture between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.

Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
Any notices required or permitted under this MOU will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient’s normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, an in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

**Contact Information at the Alamo Colleges District:**
Christa Emig, Ed.D
Director of Curriculum Coordination and Transfer Articulation
201 W. Sheridan
San Antonio, TX 78204
(210) 485-0167 phone
(210) 486-9287 fax
cemig@alamo.edu

**Contact Information at Texas A&M University-San Antonio:**
Eric K. Cooper, Ph.D.
Associate Vice President for Enrollment Management
One University Way
San Antonio, TX 78224
(210) 784-1353 (phone)
(210) 784-1489 (fax)