



**First Amended and Restated
Articulated Transfer Agreement between
The University of Texas at San Antonio and Alamo Colleges**

This First Amended and restated agreement (“Agreement”) to the Articulated Transfer Agreement by and between the Alamo 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 AC, with The University of Texas at San Antonio (UTSA) and together referred to as the parties to be effective Fall 2019.

- A. Parties 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.
- B. NLC, NVC, PAC, SPC, and SAC are each accredited by the Southern Association of Colleges and Schools – Commission on Colleges (SACS-COC). UTSA, is accredited by Southern Association of Colleges and Schools.
- C. Parties signed an Articulation Transfer Agreement effective on January 29, 2015, which they now intend to update and clarify certain transfer guides and other processes to assist students in achieving both associate and baccalaureate completion.
- D. 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, 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.

I. Purpose

The purpose of this Agreement is to enable students in the Colleges of AC who transfer to UTSA to have the college-level credits earned apply, toward their intended field of study or major, upon admission to the major, if applicable, resulting in degree completion and successful employment. Transfer articulation is with all Colleges of the AC.

II. Future-Roadrunner Agreement

- A. UTSA guarantees admission of transfer applicants who complete the admission process and meet the admission criteria specified in the UTSA student policies. Enrolled undergraduates may declare their major upon satisfaction of academic departmental requirements for admission to the degree program, prerequisite coursework and grade point average. These requirements vary by academic department, are subject to change, and are specified in the University Catalog. Degree requirements can be found in the University Catalog that is accessible at utsa.edu/ucats/degree.

B. Alamo Colleges District students who are interested in future transfer to UTSA are invited to complete the Future-Roadrunner Agreement Form. By way of this agreement (accessible by contacting UTSA Admissions at (210) 458-2000), Future Roadrunners are provided:

- a. Access to a UTSA Transfer Specialist (Admission Counselors or Student Success Transfer Advisors) who can provide guidance during the transfer process;
- b. Information about UTSA Transfer Scholarships; and
- c. Information about campus events and available opportunities to engage with UTSA students, faculty, and staff prior to enrollment at UTSA.

III. Transfer Advising Guides

In collaboration with the Colleges of the Alamo Colleges District, UTSA will provide appropriate transfer 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 of the Alamo Colleges District will count **and** apply toward degree requirements. The Transfer Advising Guide Team at UTSA will work closely on the courses that will apply toward degree requirements. Where applicable, UTSA will encourage students to complete an associate degree at one of the Colleges of the Alamo Colleges District before transfer. If the transfer advising guide does not meet associate degree requirements, both parties agree that the student should transfer and achieve the associate degree through reverse transfer.

The structure of the transfer guides will be based upon the Texas Common Core Curriculum components and the Texas Common Course Numbering System (TCCNS) as translated for the UTSA core curriculum requirements of the published catalog. The guides will also identify courses beyond the core curriculum by TCCNS that apply toward the UTSA degree program major, support work, and/or electives. This includes any applicable field of study curriculum as defined by the Texas Higher Education Coordinating Board. Some courses may not have a TCCN so the Colleges of the Alamo Colleges District may request that UTSA review such courses for inclusion in specific transfer guides. The Colleges of the Alamo Colleges District representative identified herein should contact the UTSA contact to request the review of such courses, and UTSA will then review the courses and make the final decision to approve or to disapprove the inclusion of these courses in specific transfer guides.

UTSA will accept a maximum of 66 transfer credits toward a baccalaureate degree. Where transfer advising guides include greater than 60 credit hours, the student will be advised to earn the maximum allowable hours before transfer. Guides stating less than 60 semester credit hours may occur due to the lack of TCCNS courses or any other comparable courses being offered by the Colleges of the Alamo Colleges District.

UTSA will notify the Colleges of the Alamo Colleges District annually of any changes in degree requirements.

IV. Bridge to Transfer

The Colleges of the Alamo Colleges District will strive to offer a reasonable number of class sections per the courses listed by TCCNS, field of study curriculum, or other institutionally

agreed-upon courses in the transfer guides to facilitate the movement of students through their initial degree hours so they may transfer in a timely manner.

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, UTSA and the admissions, 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 UTSA agree to provide direct links between their institutional Web sites indicating the existence of this Agreement. Official lists of transfer advising guides (AA, AAT, and AS) reviewed by both the faculty of the Colleges of the Alamo Colleges District and UTSA will be made available at all institutions.

UTSA publishes transfer guides that correspond to a specific UTSA Undergraduate Catalog. Students have six years from the date they enter under such undergraduate catalog to complete this catalog's degree program. Therefore, each published transfer guide will remain valid for the same length of time as its corresponding catalog. Typically, UTSA publishes its Undergraduate Catalog on a two-year cycle, and after its Catalog is published, UTSA will make no revisions to the transfer guides except to correct any inadvertent errors.

- a. UTSA will publish any such correction to a transfer guide on the UTSA web site with a notation indicating the date of the correction and will provide the Colleges of the Alamo Colleges District written notification of such correction.
- b. Every effort will be made to prevent students from being penalized by any errors made by UTSA on the published guides.

Colleges of the Alamo Colleges District typically publishes their catalog on a one-year cycle. The institution representative will apprise the UTSA Articulation Officer of any catalog/curriculum changes impacting the transfer guides so revisions may be addressed in the corresponding transfer guides within the next UTSA catalog-cycle.

The institutions will distribute all changes to transfer guides in a timely manner to faculty, students, and staff. UTSA will notify the Colleges of the Alamo Colleges District should there be changes brought about by program accreditation agencies, which are not governed by the published UTSA undergraduate catalog. These entities include, but are not limited to, the Texas Education Agency (TEA), the Association to Advance Collegiate Schools of Business (AACSB International), and the Accreditation Board for Engineering and Technology (ABET).

V. 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 UTSA. 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, a minimum of 15 semester hours 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.

VI. Transfer Admissions Requirements

Upon completion of a transfer advising guide, students at the Colleges of the Alamo Colleges District wishing to transfer to UTSA will go through the UTSA transfer process and therefore must meet all applicable requirements and deadlines pertaining to application for admission, orientation, academic advising, and registration, and payment of tuition and fees. Admission to the UTSA does not guarantee admission to all degree programs. Some programs may require students to meet additional established criteria for admission to the degree program. This information shall be stated on the appropriate transfer guide and in the UTSA Undergraduate Catalog. Parties will abide by the policies and procedures, along with any revisions thereof that apply to all students from that institution. UTSA will apply the transfer advising guide 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 who have at least a minimum cumulative GPA of 2.25 and meet any additional departmental admission requirements entering under the terms of this agreement are guaranteed admission into the university. Students who have completed the transfer 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.

VII. Provision for Student Financial Assistance

The Colleges of the Alamo Colleges District and UTSA 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.

No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement. UTSA and the Colleges of the Alamo Colleges District are separate and independent institutions of higher education and intend to remain so. The administrators of UTSA and the Colleges of the Alamo Colleges District are authorized to prepare and implement guides of action and procedures necessary to effect this Agreement.

VIII. Provision for Campus Visits/Transfer Fairs

UTSA 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. Space at the Colleges of the Alamo Colleges District will be available for information sessions and admission counselors to meet with student appointments for transfer guidance. Parties will collaborate on scheduling events and visits and will provide space, equipment, and materials as needed for the use of UTSA representatives while on the campus for these activities. Any marketing or advising materials developed by UTSA or the Colleges of the Alamo Colleges District will adhere to the terms of this MOU.

IX. Exchange of Data

The Colleges of the Alamo Colleges District and UTSA 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.

1. For purposes of this Agreement, pursuant to FERPA, UTSA hereby designates authorized employees of the Colleges of the Alamo Colleges District who are working under this Agreement as a school official with a legitimate educational interest in the educational records of UTSA students who receive or who are eligible for reverse articulation of credit. The Colleges of the Alamo Colleges District agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. The Colleges of the Alamo Colleges District acknowledge and agree that they are not allowed to share such educational records, or any part thereof, with any third party.
2. For purposes of this Agreement, pursuant to FERPA, the Colleges of the Alamo Colleges District hereby designates authorized employees of UTSA who are working under this Agreement as a school official with a legitimate educational interest in the educational records of the Colleges of the Alamo Colleges District students who receive or who are eligible for reverse articulation of credit. UTSA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. UTSA acknowledges and agrees that it is not allowed to share such educational records, or any part thereof, with any third party.
3. UTSA 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 UTSA 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 UTSA
 - Number of stop-outs
 - Average University GPA
 - Average time from admission to UTSA to completion of UTSA degree

X. Limited Trademark License

- 1. Mark Ownership.** The Colleges of the Alamo Colleges District represent and warrant to that they have ownership rights in the trade and service marks represented by its logos set forth at its website (“Marks”). The Colleges of the Alamo Colleges District understands and acknowledges that The Board of Regents of the University of Texas System owns all rights to the name, logos, and symbols of UTSA (collectively also referred to as “Marks”).
- 2. Use.** Any use of one party’s Marks by the other party must have prior written approval of said party. Any materials produced and distributed by a party, which uses the name, image, likeness or specifically references this agreement or makes any general representation regarding each other’s institution must be approved by the respective party in writing prior to its use.
- 3. 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. Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement.

XI. Reverse Transfer

“Reverse Transfer” allows students to transfer course work from UTSA 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. UTSA and the Colleges of the Alamo Colleges District will develop a reverse transfer process to provide students with the opportunity to complete the associate degree while working on their UTSA bachelor’s degree. Student records will be exchanged between UTSA and the Colleges of the Alamo Colleges District for this purpose, strictly adhering to all privacy regulations and ensuring compliance with Ch. 51 of the Education Code, including, without limitation, student consent.

Any student who transfers from a two year degree awarding institution to another Texas public college or university, has completed 30 college-level credit hours at the two-year institution and has subsequently earned credits at the transfer institution resulting in cumulative college-level credits of at least 66 hours may qualify for an associate degree at the two year institution.

Earned hours must include the courses required by the Texas Higher Education Act as set forth in Subchapter F, sections 51.301 and 51.302 (six [6] semester hours in U.S./Texas government and six [6] semester hours in U.S./Texas history), as amended.

Reverse Transfer Guidelines

- 1.** Each October or at other appropriate intervals agreed upon by both parties, UTSA will review its student records and determine which students are eligible for the reverse transfer of credit pursuant to the following criteria: (i) the UTSA student previously

transferred coursework from the Colleges in the Alamo Colleges District, (ii) the student has indicated an interest in reverse articulation of credit and (iii) the student completed at least 30 semester credit hours at the Colleges in the Alamo Colleges District and additional semester credit hours at UTSA to total 66 semester hours. UTSA will securely transmit official electronic copies (SPEEDE) of these students' transcripts to the Colleges in the Alamo Colleges District.

2. 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)
3. For electronic transcript SPEEDE (EDI), use the following FICE codes:
 - a. Northeast Lakeview College 000309
 - b. Northwest Vista College 000307
 - c. Palo Alto College 023413
 - d. San Antonio College 009163
 - e. St. Philip's College 003608
4. Student Information
 - a. Student's name
 - b. Student's current address
 - c. Student's current email
 - d. Student's date of birth (DOB)
5. Sending Institution Contact Information
 - a. Name (Point of Contact)
 - b. Title
 - c. Telephone number
 - d. Email address
6. Send student information and point of contact information to:
dst-reversetransfer@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

7. Upon receipt of UTSA transcript information, the Colleges in the Alamo Colleges District will conduct a degree audit of each eligible student and evaluate all coursework that may apply to the completion of the student's associate degree at the Colleges in the Alamo Colleges District. Students who meet the degree requirements of any of the Colleges in the Alamo Colleges District are eligible to receive a degree from the Colleges in the Alamo Colleges District at no additional cost to the student. The Colleges in the Alamo Colleges District will notify each student that he or she is eligible to receive an associate degree and eligible to participate in the Colleges in the Alamo Colleges District's graduation ceremony.

XII. Miscellaneous Terms

1. **Term.** This agreement will commence with the start of the Spring semester 2019 for a period of five years. This agreement will terminate with the start of the Spring semester 2024 unless it is renewed.
2. **Termination.** 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 180 days prior to the start of the date the termination is to become effective. Upon termination, the applicable transfer guides will be removed from the UTSA web site. Students who matriculated before the termination of this Agreement may continue to follow the transfer guides as long as the stated UTSA catalog is valid, which is six years from the date that the student matriculated at Colleges of the Alamo Colleges District under such UTSA catalog and its corresponding transfer guide. Should this Agreement be terminated, students who are in the process of seeking admission to UTSA at the time of termination shall be allowed to complete the application process.
3. **Notice.** Any notice under this Agreement must be in writing and acknowledged by the party receiving it, and shall be deemed received when: (i) confirmed by email; (ii) actually delivered by hand delivery; (iii) sent by confirmed facsimile transmission; (iv) actually delivered by overnight carrier; or (v) three (3) days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested and property addressed as follows:

Contact Information at the Alamo Colleges District:

Zak Cernoch, M.A.
Interim Director of Curriculum Coordination
and Transfer Articulation
2222 N. Alamo Street
San Antonio, TX 78215
(210) 485-0137 phone
(210) 486-9287 fax
zcernoch@alamo.edu

Contact Information at UTSA:

Si Millican, Ph.D.
Associate Vice Provost Undergraduate
Studies
One UTSA Circle
San Antonio, TX 78249
(210) 458-5334 phone
(210) 458-5189 fax
si.millican@utsa.edu

The parties may update their contact information as needed upon written notice.

4. **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.
5. **Compliance.** Each party and its directors, officers, shareholders, members, principals, participants, employees, and agents shall comply with applicable laws, policies, ordinances, regulations, and codes, related to the performance of this Agreement.

6. **Force Majeure.** Neither party shall be liable for any delays resulting from acts of nature, strikes, and riots, acts of war, epidemics, or governmental regulations.
7. **Exemptions, Privileges, and Immunities.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver by with party of its right to claim such exemptions, privileges, and immunities as may be provided by law. None of the terms of this Agreement shall be deemed to be waived, in whole or in part, by either party unless such waiver is in writing and executed by authorized representatives of both parties.
8. **Exclusivity.** This instrument in no way prohibits either party from participating in similar activities with other public or private agencies, organizations, and individuals.
9. **Assignment.** Except as otherwise provided in this Agreement, neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, which assignment shall not be unreasonably withheld, and any such attempted assignment without such consent shall be void.
10. **Severability.** If any of the provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.
11. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.
12. **Entire Agreement.** This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior Agreements, whether oral or written between the parties relating to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument executed by both parties.



This Agreement is agreed to between the Colleges of the Alamo Colleges District and UTSA.

Alamo Colleges District:

University of Texas at San Antonio:

Mike Flores 9-16-19
Mike Flores, Ph.D. Date
Chancellor, Alamo Colleges District
201 W. Sheridan, SA, TX 78204

Kimberly Andrews Espy 11/20/19
Kimberly Andrews Espy, Ph.D. Date
Provost & Senior VP for Academic Affairs
One UTSA Circle, SA, TX 78249

Veronica Garcia 9/14/19
Veronica Garcia, Ph.D. Date
President, Northeast Lakeview College
1201 Kitty Hawk Rd. Universal City, TX 78148

Ric Baser 9/14/19
Ric Baser, Ed.D. Date
President, Northwest Vista College
3535 N. Ellison Drive, SA, TX 78251

Robert Garza 9/16/19
Robert Garza, Ph.D. Date
President, Palo Alto College
1400 W. Villaret Blvd, SA, TX 78224

Adena Loston Foster 9/14/19
Adena Loston, Ph.D. Date
President, St. Philip's College
1801 Martin Luther King Drive, SA, TX 78203

Robert Vela 9/16/19
Robert Vela, Ed.D. Date
President, San Antonio College