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 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 in the Alamo Colleges District – NLC, NVC, PAC, SPC, and SAC located in San Antonio, Texas and OTIS College of Art and Design are active educational partners, 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. OTIS College of Art and Design, located in Los Angeles, California is accredited by the Western Association of Schools and Colleges (WASC) Senior College and University Commission and the National Association of Schools of Art and Design (NASAD). 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, 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 OTIS College of Art and Design 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, OTIS College of Art and Design 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, OTIS College of Art and Design 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
partners agree that the student should transfer and achieve the Associate degree through reverse transfer.

OTIS College of Art and Design will accept a maximum of 63 transfer credits toward a baccalaureate degree. Where advising guides include greater than 60 credit hours, the student is advised to earn the maximum allowable hours before transfer.

OTIS College of Art and Design will notify 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, OTIS College of Art and Design 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 in the Alamo Colleges District and OTIS College of Art and Design 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 OTIS College of Art and Design will be made available at both institutions.

Core Curriculum

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 OTIS College of Art and Design’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. OTIS College of Art and Design 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 OTIS College of Art and Design 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. OTIS College of Art and Design 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 Campus Visits/Transfer Fairs**

OTIS College of Art and Design 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 OTIS College of Art and Design will adhere to the terms of this MOU.

**Exchange of Data**

The colleges of the Alamo Colleges District and OTIS College of Art and Design 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 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 OTIS College of Art and Design
- Number of stop-outs
- Average GPA
- Average time from admission to completion

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) shall commit 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.

**Limited Trademark License**

The undersigned copyright owners Alamo Community College District, a political subdivision of the State of Texas ("Alamo Colleges") and its articulation agreement ("Agreement") counterparty signatory below (collectively, "Parties"), do 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 fall semester 2017 and be ongoing unless either party requests an update or 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 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 OTIS College of Art and Design.

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April 17, 2017

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