



Articulation Agreement between Concordia University Texas and South Texas College

Concordia University Texas (CTX) and South Texas College (STC), have developed this agreement to support student achievement of educational and career goals. The agreement represents an active educational partnership committed to student success and degree completion.

This agreement provides for the seamless transfer of credit from STC to CTX (articulation) and from CTX to STC (reverse articulation). This agreement also defines parameters by which CTX and STC may mutually consent to program or degree specific articulation plans to be covered and enforced by the scope of this agreement.

CTX is authorized to offer instructional programs leading to associate, baccalaureate, master or doctoral degrees and to confer the appropriate degrees on students successfully completing such programs. CTX is regionally accredited by and is a member of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). CTX has its principle place of business at 11400 Concordia University Drive, Austin, TX, 78726.

STC is authorized to offer instructional programs leading to various associate and baccalaureate degrees and to confer the degree(s) on students successfully completing such programs. STC is regionally accredited by and is a member of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). STC has its principle place of business at 3201 W. Pecan Blvd, McAllen, TX, 78501.

Articulation of Credit

Students may apply for admission to CTX at any time during their enrollment at STC the CTX application and admission fee will be waived for students transferring under this agreement.

STC students must meet all CTX requirements and deadlines pertaining to application for admission, orientation and registration, and payments of tuition and fees, other than application and admission fees. STC students seeking transfer to CTX shall abide by the policies and procedures in effect at the time of their application to CTX, that apply to all students of and/or applicants to CTX.

STC students earning an Associate of Arts, an Associate of Arts in Teaching, an Associate of Science, or an Associate of Science in Engineering Science with a cumulative GPA of 2.5 or greater and transferring under this agreement will be guaranteed admission to CTX under this agreement. A maximum of 60 semester credit hours earned at STC with a grade of C or better will be accepted and applied to a designated/appropriate CTX degree plan.





STC students earning an Associate of Applied Science degree and who have completed all requirements of the Texas Common Core curriculum, as defined by state law and Texas Higher Education Coordinating Board (THECB), with a cumulative GPA of 2.0 or greater will be given credit for the CTX common core with the exception of the Concordia Distinctive Courses which are required of every student graduating from CTX.

Successfully completed, with a grade of C or better, lower-division academic courses offered by STC, identified by the Texas Common Course Numbering System (TCCNS), and published in the Lower Division Academic Course Guide Manual (ACGM) may be transferable to CTX and may be substituted as applicable to CTX degree plans as approved by CTX faculty.

Unless otherwise specified by an articulation plan approved under this agreement, STC students may be required to apply and be admitted separately to specific colleges or programs within CTX and be subject to all requirements and limitations of admission procedures to said programs including higher GPA requirement and/or additional specific courses as stated in the course catalog in effect at the time of enrollment at CTX. CTX shall not place requirements on STC students transferring under this agreement that are not required of its native students.

STC and CTX will work together to provide students with accurate and timely transfer information and academic advising relative to a designated/appropriate CTX degree program. CTX will provide appropriate brochures and informational material to STC and its students. CTX shall provide support services appropriate to meet the needs of STC transfer students, including an orientation program similar to that which is provided to CTX native students and shall finalize an approved degree plan prior to completion of the STC student's second semester of study at CTX.

Reverse Articulation of Credit

The purpose of Reverse Articulation of Credit is to serve community college students, in this agreement STC students who transfer to CTX prior to earning an associate's degree from STC. Reverse articulation of credit permits eligible and interested students to transfer certain course work from STC to CTX to complete requirements for an associate's degree.

For students who transfer from STC to CTX prior to earning an associate's degree, all successfully completed lower-division academic courses offered by STC identified by the Texas Common Course Numbering System (TCCNS) and approved by CTX faculty shall be fully transferable to CTX and be substituted for an equivalent course.

STC will send a list of students interested in participating in a reverse transfer process to CTX. *STC* will ask students to indicate their interest in the reverse articulation of credit to STC and will notify students of the likelihood that CTX will share transcript information with STC at appropriate intervals agreed upon by the parties, STC will review its records for students interested in reverse articulation. Determination of which students are eligible for





the reverse articulation of credit by applying the following criteria: (i) the student has indicated an interest in reverse articulation of credit and (ii) the student completed at least

24 semester credit hours at CTX. CTX will securely transmit official paper or electronic copies of these students' transcripts to STC upon request.

Upon receipt of CTX transcript information, STC 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 STC Students who meet all STC degree requirements are eligible to receive a STC degree at no additional cost to the student. STC will notify each student that he or she is eligible to receive an associate's degree and eligible to participate in STC graduation ceremony.

Separate academic records for students will be maintained at each institution. Authorized employees of CTX and STC will have access to personally identifiable information about the students who receive or who are eligible for reverse articulation of credit. CTX and STC will ensure their institutional compliance with FERPA regulations.

Articulation Plans

This agreement establishes general articulation and reverse articulation of credit. Successful transfer and degree completion requires the mapping of credits from specific STC associate's degree programs to specific CTX bachelor's degree programs. Educational planners and advisers at STC and CTX rely on two types of documents to facilitate and support transfer and articulation of credit from STC to CTX: transfer plans and articulation plans

Transfer plans are documents that describe the articulation of credit granted to any student from any institution when transferring to *CTX*. The transfer plans between CTX and STC clarify how STC credits transfer to CTX based on existing program and degree requirements. Transfer plans are developed as a matter of supporting student advising; they do not require formal recognition under this agreement.

Articulation plans are also transfer plans, but they are more formal and may identify specific admission conditions to be accepted into a program or degree plan at CTX and may describe articulation of credit not guaranteed by transfer plans. Articulation plans are developed specifically and uniquely to articulate credit from CTX to STC articulation plans developed in accordance with this agreement are guaranteed by this mutual agreement between the two institutions.

Pursuant to and in support of this agreement, individual articulation plans may be established that specify which requirements of specific CTX degree plans are satisfied by specific STC courses and credits.

To establish an articulation plan under the legal scope of this agreement, CTX and STC shall:

• Describe, where appropriate, any application and admission requirements specific to the CTX degree plan to which the STC student plans to transfer.





• Indicate an effective start date and end date for the articulation plan.

- List all course requirements for CTX degree plan and indicate which STC courses shall satisfy each requirement. Individual courses required as part of CTX and its core curriculum shall not be listed; that group of courses shall be noted by a single heading of *Core Curriculum*. It is understood by both parties to this agreement that CTX will accept an associate degree or acknowledgement via official transcript of completion of the Texas Common Core as satisfying CTX core requirements with the exception of the Concordia Distinctive Courses which all graduates of Concordia University Texas must successfully complete.
- Conduct a review of all aforementioned details. Reviewers shall include: an instructional administrator with responsibility for the relevant degree program; an educational planner or advisor or enrollment management administrator; and an administrator responsible for managing this articulation agreement.
- Reviewers shall indicate by paper or electronic signature their approval of the articulation plan.

Individual articulation plans may be independently terminated according to the terms of this agreement. Termination of individual articulation plans does not affect the status of the agreement or other individual articulation plans established under this agreement.

If an articulation plan expires or is terminated for any reason while STC students are enrolled at CTX and pursuing a degree under that articulation plan, CTX will allow students to pursue the degree under the agreed upon articulation plan as long as the student is enrolled continuously at least part-time through Fall and Spring semesters.

General

<u>Term</u>. This agreement is for a period of five (5) years from the date that it is signed by the authorized representatives of both institutions. This agreement shall automatically renew for one (1) year terms unless terminated pursuant to the provisions set forth herein.

<u>Voluntary Termination</u>. This agreement may be terminated by either party by giving written notice of said party's intentions to the CTX Office of Provost and/or to the STC Dean for Math, Science and Bachelor's Programs at least 90 days prior to the date on which action would be taken. Such a notice will specify the nature of the action contemplated and the rationale for such action.

<u>Accreditation.</u> This agreement is effective only as long as both CTX and STC maintain current accreditation by a regional accrediting association as recognized by the U.S. Department of Education. In the event that either party loses accreditation, this agreement shall terminate immediately.

<u>Phase-Out.</u> In the event this agreement is terminated, CTX and STC will continue to provide support and services to students transferring under this agreement as long as students are enrolled continuously at least part-time through Fall and Spring Semesters.





<u>Agreement Status & Review.</u> The respective designees at both CTX and STC monitor and report on the status and impact of this agreement. As long as this agreement is in effect, the agreement and any subsequent articulation plans should be reviewed annually or biannually and revised or amended as necessary.

<u>FERPA Regulations.</u> CTX and STC agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C §1232g; 34 CFR Part 99) and its associated regulations, taking steps to ensure that confidential information is not disclosed or distributed in a manner inconsistent therewith. This provision shall survive termination or expiration of this Agreement.

<u>Entire Agreement</u>. 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.

<u>Modifications or Amendments.</u> This Agreement may not be amended or modified except by a written instrument executed by both parties. CTX and STC agree to mutual notification of changes and additions to the curriculum and curriculum standards, so that articulation plans may be revised as necessary. Proposed changes in policies or curriculum by either party must be communicated in writing to the other party and agreed upon in consultation with officials of each institution. Any changes agreed upon must be signed by both parties, dated, and attached to this agreement.

<u>Notices and Requests.</u> All notices given pursuant to this Agreement shall be in writing and shall be validly given on (1) the date of delivery if delivered by email, facsimile transmission, registered or certified mail, or hand delivered, or (2) three (3) business days after being mailed via United States Postal Service addressed as follows:

Concordia University Texas Dr. Kristi Kirk 11400 Concordia University Dr. Austin, Texas 78726 512-313-4601 South Texas College Dr. Kelli Davis 3201 W. Pecan Blvd McAllen, Texas 78501 956-8721990

<u>Force Majeure</u>. Neither party shall be liable for any delays resulting from acts of nature, strikes, and riots, acts of war, epidemics, or governmental regulations.

<u>Publicity</u>. Neither party hereto shall, without securing written or electronic consent of the other party, publicly announce the existence of this Agreement or advertise or release any publicity in regard thereto, except that CTX and STC may disclose the terms of this Agreement to the extent required by law or regulation.





<u>Binding Agreement</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of STC and shall be binding upon and inure to the benefit of Concordia University Texas legal representatives, successors, and assigns.

<u>Governing Law</u>. Travis County, Texas shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

<u>Severability</u>. 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.

<u>Assignment</u>. 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.

<u>No Financial Implication</u>. No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this agreement. CTX and STC are separate and independent institutions of higher education and intend to remain so. The administrators of STC and CTX are authorized to prepare and implement plans of action and procedures necessary to effect this agreement.

Independent Contractor. Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor.

Legal Compliance and Nondiscrimination

CTX and STC agree to operate in compliance with all state and federal law including but not limited to, Title IX, Title VI, the Americans with Disabilities Act, the Age Discrimination Act, and Section 504 of the Rehabilitation Act. Neither institution will discriminate against any student of gender, race, color, religion, age, national origin, disability, genetic information, military or veteran status, and any other basis protected by law."





IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

Concordia University Texas 11400 Concordia University Dr. Austin, Texas 78726

Dr. Kristi Kirk, Provost/Ex. Vice President

Date

South Texas College 3201 W. Pecan Blvd. McAllen, Texas 78504

Dr. Anahid Petrosian, Interim Vice President for Academic Affairs

Date