



**Articulation Agreement
between
Concordia University Texas
and
Austin Community College District
Associate of Applied Science to Bachelor of Applied Arts and Science
3 + 1 Degree**

I. Introduction and Purpose

This agreement formally recognizes that Austin Community College District (ACC) and Concordia University Texas (CTX) will cooperate to promote a successful undergraduate education and transfer experience. ACC is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and is authorized to offer certificates and associate degree programs on an academic semester system. CTX is accredited by the SACSCOC and authorized to offer associate, bachelor's and master's degree programs on an academic semester system. We are entering into this partnership to better serve students and to mutually benefit our institutions and assist both ACC and CTX in meeting the goals of *60x30TX* the State's higher education strategic plan.

This agreement formalizes the alignment of ACC's Associate of Applied Science (AAS) with CTX's Bachelor of Applied Arts and Sciences (BAAS) 3+1 degree program. The BAAS 3+1 degree structure is designed to provide students a smoother transfer path to a bachelor degree from the AAS degree programs. Both degrees are approved by the Texas Higher Education Coordinating Board to meet specific career skill requirements through college credit programs.

II. BAAS 3+1 Degree Overview and Alignment

The structure for this BAAS 3+1 degree creates three to four classifications of credit requirements:

- General education core curriculum courses
- Coherent technical specialty courses earned through the AAS degree
- Baccalaureate track enhancing the AAS degree or career
- General education elective courses

Year 1 and 2: students will complete the AAS degree at ACC (60 SCH). Students will apply and be admitted to the BAAS 3+1 degree program upon earning the AAS degree, and prior to Year 3 of the program (see Application and Acceptance section below).

Year 3: students will complete an additional 27 SCH of general education at ACC to fulfill the Texas core curriculum requirement and be classified as core complete.

Year 4: students will complete 37 SCH at CTX for a total of 124 earned credits required for the BAAS 3+1 degree. Twenty-five percent of the BAAS 3+1 degree courses must be taken in residence at CTX.

BAAS 3+1 Degree Cohort Learning Model

In Year 4 CTX will block register students for the entire year. The students will learn together in a cohort model. One-third of the payment will be due on the first day of the first semester (minus the deposit), one-third will be due on the first day of the second semester, and one-third will be due on the first day of the third semester. Each student will be given their schedule for the entire year at registration.

BAAS 3+1 Degree Application and Acceptance

Students must apply to the CTX program at the time of AAS completion, and prior to Year 3 of this program. Students who have completed the AAS with a 2.5 GPA or higher will be guaranteed admission with completion of a simplified application. The CTX application fee will be waived. A \$100.00 non-refundable deposit is due prior to registration. The deposit will be applied to the student's tuition in their first CTX semester.

BAAS 3+1 Degree Financial Aid Structure

In Year 3 students will be admitted as degree-seeking CTX students and they will be enrolled in general education courses at ACC in order to become Texas core complete. Federal financial aid will be awarded to eligible students by CTX at the ACC rate. Students will pay ACC directly for their courses. Courses will be closely reviewed for quality and instructor qualifications.

Additionally, ACC and CTX will closely monitoring student progress for completion and withdrawals. A Financial Aid Consortium Agreement (as authorized under 34 CFR 668.5) will be completed for each student each semester. The CTX Financial Aid Office will work directly with the ACC Financial Aid Office to administer these agreements. CTX will be the home institution beginning in Year 3 and will process all financial aid for the students in the BAAS 3+1 degree partnership.

III. Terms and Conditions

A. Concordia University Texas agrees to:

- Pay the full tuition and fees charged per credit hour sold (\$85) as posted for in-state students as accounted for on census day for students enrolled in the CTX courses offered as part of Year 4 courses taught at an ACC location
- Pay all CTX instructor costs for CTX courses offered as part of the Year 4
- Provide a Student Support Coordinator to assist students in the Year 3 selection of courses
- Submit and provide financial aid to students in courses defined for Year 3 at the ACC rate, and in Year 4 define classes at the CTX rate (see Financial Aid Structure section)
- Provide ACC with a list of names and contact information including email contact of students participating in the program
- Provide ACC with a report of students awarded the BAAS 3+1 degree at the end of each semester
- Track the progress of students participating in the BAAS 3+1 degree program in Years 3 and 4
- Provide a contact person who is knowledgeable about the BAAS 3+1 program and who can share accurate and complete information with students, faculty and advisors.
- Allow for joint press releases and joint logo use
- Establish a dedicated space on the CTX website for the BAAS 3+1 degree program information

- Cooperate with ACC to ensure that all federal regulations related to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and Title IX are met and will communicate with ACC regarding behavioral and/or conduct issues that may impact successful completion of the program.
- Provide a dedicated space on the CTX website for the BAAS 3+1 degree program information

B. Austin Community College District agrees to:

- Provide classroom space for the Year 4 courses at the locations and times to be determined
- Provide all student services to ensure a seamless transition for the student, including: computer labs, tutoring, academic advising, disability services, parking, library, security, and shared resources
- Provide transcripts for BAAS applicants upon receipt of student consent to share their academic records with CTX; transcripts must include “core complete” status
- Provide transcripts for each semester in Year 3 of the student being enrolled at ACC and degree seeking at CTX, upon receipt of student consent to share their academic records
- Provide one dedicated desk space for a CTX Student Support Coordinator
- Allow CTX to advertise and hold information sessions about the BAAS 3+1 degree program at ACC campuses
- Provide a primary contact in the Financial Aid Office to assist with information on student withdrawals to ensure compliance with federal and state regulations
- Provide a contact person who is knowledgeable about the BAAS 3+1 degree and can share accurate and complete information with students, faculty and advisors.
- Allow for joint press releases and joint logo use
- Cooperate with ACC to ensure that all federal regulations related to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and Title IX are met and will communicate with ACC regarding behavioral and/or conduct issues that may impact successful completion of the program.

C. General Provisions

- 1) 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.
- 2) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and assigns.
- 3) Governing Law. 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.
- 4) 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.
- 5) 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.

party hereto, which assignment shall not be unreasonably withheld, and any such attempted assignment without such consent shall be void.

- 6) 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.
- 7) Amendment or Termination. This Agreement may not be amended or modified except by a written instrument or revision and executed by 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) 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 ACC or CTX of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- 10) Mutual Understanding. Each party has read this Agreement, fully understands the contents of it, has had the opportunity to obtain independent legal advice regarding the Agreement's legal effect, and is under no duress regarding its execution.
- 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) Notice Language. Any notice to either party under this Agreement must be in writing and acknowledged by the party receiving it, and shall be deemed received when: confirmed by email; actually delivered by hand delivery; sent by confirmed facsimile transmission; actually delivered by overnight carrier; or three (3) days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested and properly addressed as follows.

CTX:	ACC :
Name: Dr. Lynette Gillis	Name: Dr. Mary Jane McReynolds
Title: Dean, Business	Title: Director, Office of Articulation & Transfer Resources
Address: 11400 Concordia University Drive Austin, TX	Address: 5930 Middle Fiskville Road Austin, Texas 78752
Phone: 512.313.5301	Phone: 512.223.7677

- 13) Waiver. 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. No waiver of any provision of this Agreement shall be deemed a waiver of, or render unenforceable, any other provision of this Agreement.
- 14) Compliance with Laws and Policies. Each party and its directors, officers, shareholders, members, principals, participants, employees, and agents shall comply with applicable laws, ordinances, regulations, and codes, including the identification and procurement of required permits, certificates, approvals, and inspections, if any, related to the performance of this Agreement.

15) College and University Marks. ACC and CTX own all rights to the name, logos, and symbols ("Marks") of each institution, respectively. Any use of Marks by either ACC or CTX must have prior written approval of the partner school. Any materials produced and distributed by ACC and/or CTX 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 each party in writing prior to its use. Each party remains the sole owner of all of its respective intellectual property rights.

IV. Authorized Signature of Responsible Authorities

In witness whereof, the authorized representatives of the parties have executed this agreement on this the

1 day of August 2016.

AUSTIN COMMUNITY COLLEGE DISTRICT

Handwritten signature of Richard M. Rhodes in black ink, with "ACC" written in the upper right corner of the signature.

Richard M. Rhodes, Ph.D.
President/CEO

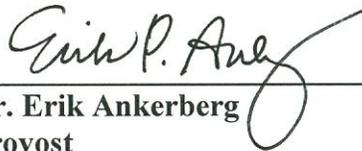
CONCORDIA UNIVERSITY TEXAS

Handwritten signature of Dr. Donald Christian in black ink.

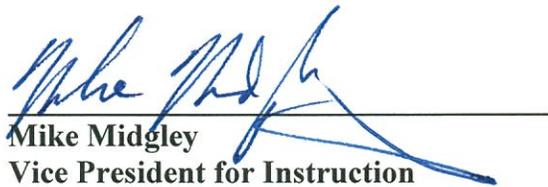
Dr. Donald Christian
President and CEO

Handwritten signature of Charles M. Cook in black ink.

Charles M. Cook, Ed.D.
Provost/ Executive Vice President for
Academic Affairs

Handwritten signature of Dr. Erik Ankerberg in black ink.

Dr. Erik Ankerberg
Provost

Handwritten signature of Mike Midgley in blue ink.

Mike Midgley
Vice President for Instruction