

**Memorandum of Agreement
between
University of Houston-Victoria
and
Victoria College**

This Memorandum of Agreement (this “Agreement” or “MOA”) between the University of Houston-Victoria (“UHV”) and Victoria College (“VC”) promotes a unique and cohesive undergraduate educational experience for students who enroll in academic programs with UHV and VC. Through this Agreement, UHV and VC will cooperatively promote clear, aligned educational pathways for students planning to attend UHV and VC concurrently. UHV and VC are creating this PARTNERSHIP to elevate the level of service to and engagement with students while supporting the distinct mission and goals of UHV and VC.

The goals of this PARTNERSHIP are to

- TOGETHER “Build a Talent Strong Crossroads Region and Texas”;
- TOGETHER establish a shared student model between UHV and VC to demonstrate true partnership for student success;
- TOGETHER create a college going culture in the Crossroads Region;
- TOGETHER cultivate career readiness; meeting the needs of regional employers;
- TOGETHER meet students where they are to determine obstacles and close the gaps to support student success;
- TOGETHER blend enrollment operation from admissions to graduation;
- TOGETHER enhance the student life experience;
- TOGETHER demonstrate the power of a successful partnership between a community college and university to ensure a successful pathway for our students;
- TOGETHER enable students to jointly admit to UHV and VC;
- Improve opportunities for reverse transfer awards;
- Reduce excess credit hours, time to degree completion, and total cost;
- Expand student options for college-level services and curriculum;
- Improve alignment of academic programs;
- Engage students in curricular and co-curricular activities throughout the entire period of their undergraduate studies; and
- Use resources at institutions more efficiently and effectively.

This Agreement addresses the PARTNERSHIP details, including recruitment and admissions; program articulation and advising; registration and student records; tuition and fees; financial aid and scholarships; shared facilities and services; and student conduct and grievances.

A. Recruitment and Admissions

- i. Recruitment of prospective students will be the joint responsibility of UHV and VC. UHV and VC agree to share lists of students who may benefit from the PARTNERSHIP for recruitment purposes.
- ii. Promotional plans and materials for the PARTNERSHIP will be subject to approval by each institution;
- iii. The PARTNERSHIP application will be encouraged as early as possible, beginning with high school seniors;
- iv. Students will apply for admission to UHV through an online application process using ApplyTexas. Unless otherwise waived, the application fee schedule of UHV will be assessed at the point of application;
- v. Prospective students will apply and be admitted to UHV according to the freshman and transfer admission requirements, and offers for admission will be made according to the regular admission standards;
- vi. Dual admission will follow the standard application deadlines of UHV;
- vii. As a condition of co-admission, students shall be required to authorize joint access to their student records for UHV and VC either during the completion of the ApplyTexas application or within either institution's Admissions office.

B. Program Articulation and Advising

- i. Shared oversight of the PARTNERSHIP will be managed through the Enrollment Management office for UHV and the Transfer Coordinator for VC;
- ii. UHV and VC will maintain program alignment, often referred to as transfer pathways and include supporting advising material, for all academic programs;
- iii. Articulation agreements shall be created, as needed, and managed by UHV and VC with appropriate approval of faculty and staff of both institutions to reflect changes to pathways without updating this MOA;
- iv. Academic advising will be the joint responsibility of UHV and VC. They will coordinate to select and train academic advisors (including cross-training to facilitate advising for all levels of the associate and baccalaureate programs);
- v. Students will be advised to select the associate program that most closely aligns and prepares them for the desired pathway prior to registration of their first academic term;
- vi. The majority of baccalaureate programs, both current and planned, allow for the application of at least 60 semester credit hours of lower-division coursework.

C. Registration and Student Records

- i. The Registrar's Office at each institution will be responsible for maintaining academic records for students and exchanging updated records for active students upon the completion of every semester;
- ii. Students will be allowed to select and follow the degree plan for the UHV catalog year during which they were dually admitted, even if they are not enrolled in coursework at the degree-granting institution during that academic year;

- iii. Students will register for courses through the student information systems of each respective institution;

D. Tuition and Fees

- i. Students will be responsible for the tuition and fees for each enrolled institution individually by their respective payment deadlines. Tuition and fees will be assessed based upon the entity providing the instruction;
- ii. Each institution will be responsible for determining residency using the school's normal decision process; residency status affects the tuition and fee schedule.

E. Exchange of Data

- i. VC will provide the following data elements to UHV on an annual basis:
 - a. Directory information, as designated by VC for students who have expressed a stated interest in transferring to UHV;
 - b. Major area of interest for students who have expressed a stated interest in transferring to UHV; and
 - c. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both Parties.
- ii. UHV will provide the following data elements to VC on an annual basis:
 - a. Directory information for applicants who do not meet UHV admission requirements;
 - b. Degree name and completion status of VC transfer students;
 - c. Semesters attended by VC transfer students;
 - d. Hours completed by VC transfer students;
 - e. Grade Point Average of VC transfer students; and
 - f. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both Institutions.
- iii. VC agrees that data transferred from UHV to VC is and shall remain the sole and exclusive property of UHV. UHV agrees that the data transferred from VC to UHV is and shall remain the sole and exclusive property of VC.
- iv. All data sharing practices and storage will be consistent with the Family Education Rights and Privacy Act ("FERPA") as well as UHV and VC policies and procedures for managing student records and other confidential information, and the Parties agree to comply with FERPA and all such policies and procedures.

F. Financial Aid and Scholarships

- i. The student's home institution will manage financial aid and veterans' benefits. UHV is considered the default home institution provided the student is enrolled in at least three semester credit hours; if not, then VC is the home institution;

- ii. All degree-applicable coursework taken at both institutions will count toward eligibility for financial aid and veterans' benefits through the utilization of a shared Consortium Agreement;
 - a. Students enrolled within both institutions can employ a consortium agreement in which they pay VC's payments office
 - b. Students will receive veterans' benefits from each prospective institution, regardless of whether a consortium agreement is completed.
- iii. TOGETHER supporting the development of a talent strong Crossroads Region in Texas through student success and achievement
 - a. Students who enroll at least part-time with UHV, transfer 30 or more semester credit hours, 2.0 GPA, complete the FAFSA application and complete a UHV scholarship application will automatically qualify for transfer scholarships (awarding will be based on available funding at the time of enrollment).

G. Shared Facilities & Services

- i. Co-enrolled students will receive access to facilities and services provided by UHV and VC.

H. Student Conduct and Grievance

- i. Students' disciplinary records will be maintained and kept current with UHV and VC staff with a periodic exchange of student information between the two institutions.
- ii. Students are expected to know the UHV and VC Student Code of Conduct and agree to comply with each. UHV and VC staff may co-intervene in misconduct cases, mainly when cases involve health and safety. Students found in violation of conduct codes may receive sanctions from UHV and VC, respectively. UHV and VC reserve the option to decide that only one entity will process a case of misconduct.

I. Term and Termination

- i. This MOA will remain in effect until terminated in writing and will be reviewed annually unless replaced by another written agreement before that time. This MOA will terminate automatically and without the necessity of any further action upon
 - a. expiration or termination of the MOA;
 - b. written notification by either institution at least 90 calendar days before starting a new academic semester;
 - c. the failure of a participating institution to cure a default in its performance of the MOA within 30 calendar days of receipt of a notice of the default.
- ii. All data or information exchanged shall remain the property of the disclosing party.

J. Limited Trademark License

- i. **Mark Ownership.** VC represents and warrants that it has all ownership rights in the trade and service marks represented by its logos set forth at its website ("Marks"). VC understands and acknowledges that the Board of Regents of the University of Houston

System owns all rights to the name, logos, and symbols of UHV (collectively also referred to as "Marks").

- ii. **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.
- iii. **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.

K. Miscellaneous

- i. No money will be exchanged between institutions for services under this Agreement.
- ii. **Entire Agreement:** Notwithstanding any provision to the contrary, the MOA contains the entire agreement between the participating institutions.
- iii. **Multiple Counterparts:** This MOA may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- iv. **Notices.** All notices to all parties under this MOA shall be in writing and sent to the names and addresses stated in the included appendices. Either party to the MOA may change such name and address by notice to the other in accordance herewith, and any such change shall take effect immediately upon receipt of such notice.
- v. **Assignment.** This MOA may not be assigned by UHV or VC.
- vi. **Laws and Regulations.** UHV and VC will comply with all laws, ordinances, orders, rules, regulations, and policies enacted by any federal, state, municipal or other agency or public authority having jurisdiction with respect to the use, condition, or occupancy of either party's premises. UHV's and VC's officers, agents, employees, and servants will obey all rules, conduct codes, and regulations which may be promulgated by the University of Houston-Victoria or its authorized agents or by other lawful authorities to ensure the safe and orderly conduct of each party's operations on their respective premises. This includes compliance with all associated required reporting, including but not limited to reporting pursuant to Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) for Campus crimes in a separate section of UHV's and VC's Annual Security Report.
- vii. Each party will comply with all state and federal laws applicable to this Agreement, including but not limited to FERPA, the Health Insurance Portability and Accountability Act ("HIPAA"), the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and applicable provisions of the Texas Education Code and the Texas Government Code, in all cases as amended as of the date of any activities arising under this Agreement.
- viii. **To the extent authorized under applicable Texas law, each party agrees to indemnify, release, and hold harmless the other Party and its Regents, Trustees, officers agents and employees from any and all claims, demands, causes of action**

and liabilities of any type or nature whatsoever (including costs and reasonable legal or expert fees) for damage to, loss of, or destruction of any tangible property or bodily injury or death to any person, arising from, in connection with, or any way incident to this Agreement, to the extent finally determined to have been caused by such party and its personnel in performance of this Agreement.

- ix. Nothing contained in this Agreement nor the execution of this Agreement, or the performance of any obligation hereunder shall operate to or be deemed to waive any immunity (including without limitation sovereign immunity) or defense that either party may be entitled to under law.
- x. This Agreement will be governed by the laws of the State of Texas without regard to choice of law principles. In the event of any suit or action arising from this Agreement, the parties consent to jurisdiction of the courts in Victoria County, Texas.
- xi. Each individual executing this Agreement on behalf of any party expressly represents and warrants that they have authority to do so, thereby binding the party on behalf of which they sign to the terms of this Agreement.

This MOA is executed between UHV and VC and is effective as of January 1, 2023.

By:

University of Houston – Victoria

Victoria College

Signature: Robert K Glenn
Name: ROBERT K GLENN
Title: PRESIDENT
Date: 3/29/23

Signature: Jennifer Kent
Name: Jennifer Kent
Title: President
Date: 3/29/23

APPROVED AS TO FORM BY:

M. Yezzer
OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM

**Addendum A:
Contact Information for Notices**

UHV Contact	VC Contact
<p>Oscar Torres Associate Director, Enrollment Management 3007 N. Ben Wilson St. UC Ste. 105 Victoria, TX 77901 EnrollMgmt@uhv.edu (361) 570-4343</p>	<p>Bailey Koebrick Transfer Coordinator, Advising & Counseling Services 2200 E. Red River Street Victoria, TX 77901 Bailey.Koebrick@VictoriaCollege.edu (361) 573-3291 x3201</p>

Addendum B Financial Aid Consortium Agreement

This Addendum to the main Agreement is for the primary purpose of determining students' eligibility opportunity for receiving financial aid.

Regular students enrolled in an eligible program at UHV who enroll simultaneously at VC, may have all their courses count in determining the students' enrollment status and cost of attendance for purposes of the student financial aid program.

Federal Financial Aid regulations prohibit a student from receiving Financial Aid from more than one institution at the same time. However, this Agreement complies with such regulations with the provision and assurance that a student will receive payment from only one institution in a given payment period. Efforts by both institutions will be made to ensure fair and equitable financial aid treatment of co-enrolled students.

General Provisions

1. VC agrees to:
 - Be the host institution;
 - Certify the students' enrollment status;
 - Notify UHV when a student under the consortium agreement withdraws or drops a class;
 - Certify that Title IV Financial Aid will not be provided to students awarded such aid by UHV;
 - Provide UHV Office of Admissions Processing and Transfer Credit with an academic transcript for each co-enrolled student at the end of each semester.

2. UHV agrees to:
 - Be the "home" institution where the student expects to receive a degree or certificate;
 - Calculate and award the students' Title IV Financial Aid considering courses taken at both institutions toward the degree or certificate in determining the students' enrollment status and cost of attendance;
 - Provide a clear audit trail and maintain all records regarding students' eligibility, award calculations and payments;
 - Report the students' total number of hours taken at UHV and VC to the National Student Clearinghouse.

Addendum C
Employee Tuition Exchange

- Each institution will provide funding for up to 100 semester credit hours for each academic year
- Limit of one course per student per semester
- Awarding on a first-come first-serve basis beginning with the Fall semester each academic year
- Must be admitted
- Must be benefits eligible
- Non-need based
- Must complete scholarship application (marked VC employee or UHV employee) – financial aid office will award and reconcile
- Priority will be given to new applicants; however, existing applicants will be considered for continuation
- Courses can be undergraduate, post baccalaureate or graduate at UHV – academic or non-academic at VC (excluding C.E. courses not supported by State funding and Virtual College of Texas courses)
- Need not be degree seeking
- Scholarships cover tuition only, not covered by waivers (fees, books and other expenses to be paid by students)
- If more than one course is taken and there are differing charges, the scholarship will apply to the most expensive course
- Scholarships not transferable to any other institution
- Scholarships are subject to availability of funds
- Annual reconciliation of funding

Addendum D:
Informed Consent Form:
Authorization to share academic and non-academic records between respective
institutions.

**Addendum E:
Course Equivalencies**

VC Courses			UHV Courses		
ACCT	2301	Principles of Financial Account	ACCT	2301	Principles of Financial Accounting
ACCT	2302	Principles of Man Acctg	ACCT	2302	Principles of Managerial Accounting
ARTS	1301	Art Appreciation (050/090)	ARTS	1310	Art Appreciation (050)
ARTS	1303	History of Art I (050/090)			
ARTS	1304	History of Art II (050/090)			
ARTS	1311	Design I (2-Dimensional)			
ARTS	1312	Design II			
ARTS	1316	Drawing I	ARTS	1316	Intro to Drawing
ARTS	1317	Drawing II			
ARTS	2316	Painting I	ARTS	2316	Intro to Painting
ARTS	2346	Ceramics I	ARTS	2346	Ceramics I
BCIS	1305	Bus Comp App (For Bus Major)			
BIOL	1322	Nutrition & Diet Therapy	BIOL	1322	Nutrition (030)
BIOL	1406	BIOLOGY FOR SCIENCE MAJORS I	BIOL	1306 / 1106	BIOLOGY FOR SCIENCE MAJORS I (030)
BIOL	1407	BIOLOGY FOR SCIENCE MAJORS II	BIOL	1307 / 1107	BIOLOGY FOR SCIENCE MAJORS II (030)
BIOL	1408	Biology I for Non-Sci Majors I	BIOL	1308 / 1108	Biology I for Non-Sci Majors I (030)
BIOL	1409	Biology for Non-Sci Majors II	BIOL	1309 / 1109	Biology for Non-Sci Majors II (030)
BIOL	2306	Environmental Biology			
BIOL	2401	Anatomy & Physiology I	BIOL	2301 / 2101	Anatomy & Physiology I (030)
BIOL	2402	Anatomy & Physiology II	BIOL	2302 / 2102	Anatomy & Physiology II (030)
BIOL	2404	Intro Anatomy & Phys			
BIOL	2420	Microbiology (030/090)	BIOL	2320 / 2120	Microbiology
BUSI	1301	Business Principles			
BUSI	1307	Personal Finance			
BUSI	2301	Business Law			
BUSI	2304	Bus Rprt Writ & Correspondence			
BUSI	2305	Business Statistics	BUSI	2305	Business Statistics
CHEM	1406	Introductory Chemistry			
CHEM	1411	General College Chem I	CHEM	1311 / 1111	General Inorganic Chemistry 1 (030)
CHEM	1412	General College Chem II	CHEM	1312 / 1112	General Inorganic Chemistry 2 (030)
CHEM	2123	Organic Chem I Lab	CHEM	2123	Organic Chem I Lab
CHEM	2125	Organic Chem II Lab	CHEM	2125	Organic Chem II Lab
CHEM	2323	Organic Chem I Lecture	CHEM	2323	Organic Chem I Lecture
CHEM	2325	Organic Chem II Lecture	CHEM	2325	Organic Chem II Lecture
COSC	1301	Intro To Computing (090)	COSC	1301	Technology and Problem Solving (090)
COSC	1315	Intro to Computer Prog. (C++)			
COSC	1436	Programing Fund I (C++)	COSC	1336 / 1136	Programing Fund I (C++) (090)

VC Courses			UHV Courses		
COSC	1437	Programing Fund II (C++)	COSC	1337 / 1137	Programing Fund II (C++)
CRJ	1301	Intro to Criminal Justice	CRJ	1301	Intro to Criminal Justice (080)
CRJ	1306	Court Systems and Practices	CRJ	1306	Court Systems and Practices
CRJ	1310	Fund of Criminal Law	CRJ	1310	Fund of Criminal Law
CRJ	2313	Correctional Syst and Prac	CRJ	2313	Correctional Syst and Prac
CRJ	2314	Criminal Investigation			
CRJ	2328	Police Systems and Practices	CRJ	2328	Police Systems and Practices
DRAM	1310	Theater Appreciation (050/090)			
			DRAM	2366	Introduction to Cinema (050)
ECON	2301	Prin of Macroeconomics	ECON	2301	Prin of Macroeconomics (080)
ECON	2302	Prin of Microeconomics	ECON	2302	Prin of Microeconomics (080)
EDUC	1300	Learning Frameworks (090)			
EDUC	1301	Intro to Teaching Prof	CUIN	1310	The Art of Teaching
ENGL	1301	Composition I (010)	ENGL	1301	Composition I (010)
ENGL	1302	Composition II (090)	ENGL	1302	Composition II (010)
ENGL	2311	Technical Writing (090)			
ENGL	2322	British Literature I (040/090)			
ENGL	2323	British Literature II			
ENGL	2327	American Literature I			
ENGL	2328	American Literature II			
ENGR	1201	Introduction to Engineering			
ENVR	1301	Environmental Science I			
GEOG	1303	World Regional Geography	GEOG	1300	World Geography (080)
GEOL	1303	Physical Geology (030/090)			
GEOL	1305	Environmental Science			
GEOL	1345	Oceanography			
GEOL	1347	Meteorology			
GEOL	1401	Earth Science for Non-Science			
GEOL	1404	Historical Geology (030/090)			
GOVT	2305	Federal Government	PSCI	2305	US Government (070)
GOVT	2306	Texas Government	PSCI	2306	Texas State & Local Government (070)
HIST	1301	United States History I	HIST	1301	United States History I (060)
HIST	1302	United States History II	HIST	1302	United States History II (060)
HIST	2301	Texas History (060/090)	HIST	2310	Texas History
HIST	2328	Mexican American History II			
MATH	300	Basic Mathematics			
MATH	303	Intermediate Algebra			
MATH	314	Dev. Co-Req Class for Math			
MATH	401	Elementary Algebra			
MATH	1314	College Algebra (020/090)	MATH	1314	College Algebra (020)
MATH	1316	Plane Trigonometry (020/090)			
MATH	1324	Math for Bus & SocScien (020)	MATH	1324	Finite Mathematics (020)
MATH	1325	Calculus for Bus & SocSciences	MATH	1325	Business Calculus (020)
MATH	1332	Contemporary Math (020/090)	MATH	1332	Contemporary Math (020)

VC Courses			UHV Courses		
					UHV-23-0160
MATH	1342	Elem Statis Method (020/090)	STAT	1342	Introduction to Statistical Method (020)
MATH	2412	Precalculus (020/090)	MATH	2312	Precalculus (020)
MATH	2413	Calculus I (020)	MATH	2413	Calculus I (020)
MATH	2414	Calculus II	MATH	2414	Calculus II (020)
MATH	2415	Calculus III	MATH	2415	Calculus III (020)
MUAP	1204	Freshman Violin			
MUAP	1208	Freshman Viola			
MUAP	1212	Freshman Cello			
MUAP	1214	Freshman Bass			
MUAP	1220	Freshman Flute			
MUAP	1239	Freshman Trumpet			
MUAP	1248	Freshman Trombone			
MUAP	1252	Freshman Baritone			
MUAP	1256	Freshman Tuba			
MUAP	1260	Freshman Percussion			
MUAP	1272	Freshman Piano			
MUAP	1284	Freshman Voice			
MUAP	2204	Sophomore Violin			
MUAP	2208	Sophomore Viola			
MUAP	2211	Sophomore Cello			
MUAP	2214	Sophomore Bass			
MUAP	2219	Sophomore Flute			
MUAP	2240	Sophomore Trumpet			
MUAP	2247	Sophomore Trombone			
MUAP	2252	Sophomore Baritone			
MUAP	2259	Sophomore Percussion			
MUAP	2272	Sophomore Piano			
MUAP	2283	Sophomore Voice			
MUEN	1121	Concert Band			
MUEN	1125	Concert Orchestra			
MUEN	1141	College Choir			
MUEN	1151	Choraliers			
MUSI	1117	Sight Singing & Ear Training			
MUSI	1181	Piano Class I			
MUSI	1182	Piano Class II			
MUSI	1306	Music Appreciation (050/090)	MUSI	1306	Music Appreciation (050)
MUSI	1310	American Music (050/090)			
MUSI	1311	Music Theory I			
MUSI	1312	Music Theory II			
MUSI	2116	Sight Singing & Ear Train. III			
MUSI	2117	Sight Singing & Ear Train. IV			
MUSI	2181	Piano Class III			
MUSI	2182	Piano Class IV			
MUSI	2311	Music Theory III			
MUSI	2312	Music Theory IV			

VC Courses			UHV Courses			UHV-23-0160
PHED	1110	Self Defense				
PHED	1114	Weight Training				
PHED	1116	Yoga				
PHED	1119	Group Physical Fitness/Weight				
PHED	1301	Foundations of Kinesiology	KINE	1301	Foundations of Kinesiology	
PHED	1321	Coaching/Sports/Athletics I				
PHED	1338	Concepts of Physical Fitness				
PHED	2356	Care & Prev. of Athl. Injuries				
PHIL	1301	Intro To Philosophy	PHIL	1301	Intro To Philosophy (040)	
PHYS	1310	Elementary Physics (030/090)				
PHYS	1401	College Physics I	PHYS	1301 / 1101	College Physics I - Mechanics (030)	
PHYS	1402	College Physics II	PHYS	1302 / 1102	College Physics II - Electricity & Magnetism (030)	
PHYS	2425	University Physics I	PHYS	2325 / 2125	University Physics I	
PHYS	2426	University Physics II	PHYS	2326 / 2126	University Physics II	
PSYC	2301	General Psychology (080/090)	PSYC	2301	General Psychology (080)	
PSYC	2314	Lifespan Growth & Development	PSYC	2314	Lifespan Development	
PSYC	2320	Abnormal Psychology				
SOCI	1301	Intro To Sociology (080/090)				
SPAN	1411	Beginning Spanish	SPAN	1301	Elementary Spanish 1	
SPAN	1412	Beginning Spanish II	SPAN	1302	Elementary Spanish 2	
SPCH	1311	Introduction to Speech				
SPCH	1315	Public Speaking (010/090)	SPCH	1315	Fundamentals of Public Speaking (090)	
SPCH	1318	Interpersonal Communic				
SPCH	1321	Business & Prof Communication	SPCH	1321	Business & Prof Communication (090)	

Addendum F:
Articulation agreements (program specific)