

MEMORANDUM OF AGREEMENT

TEXAS A&M UNIVERSITY-KINGSVILLE

And

VICTORIA COLLEGE

Victoria College ("VC"), a Texas community college, and Texas A&M University-Kingsville, a member of The Texas A&M University System, an agency of the State of Texas ("TAMUK"), have an established proactive educational partnership, committed to providing greater education opportunities for students. This memorandum of agreement looks to sustain our positive and mutually beneficial working relationship. The educational needs of the students in our common service region continue to increase and in order to be responsive to the needs of our students, we seek to expand our existing relationship.

The following agreement outlines three areas of potential cooperative programs designed to promote students' success in attending both academic institutions and facilitating access to higher education in the region. These three areas are:

- 1) Joint Admission
- 2) Reverse Transfer
- 3) Non-Academic Consortium Agreements re: financial aid, libraries, computer labs, etc.

In order to continuously improve the educational opportunities in our service area, these three potential areas may be expanded as new needs are identified.

1. Program Definitions:

Joint Admission Program:

The Joint Admission Program will enable students to identify themselves as a student of both institutions prior to a change in a physical campus location. It will also provide access to additional facilities and programs offered by VC and TAMUK that may enhance student success and provide a more seamless transition between the two institutions. Components of the joint admission program might include, but are not limited to:

- a. Concurrent enrollment
- b. A TAMUK email account
- c. Access to the TAMUK libraries online and to computer facilities operated by TAMUK.

After acceptance into the Joint Admission Program, students must continually meet the admission requirements and academic performance standards of both institutions in order to remain in the program. Students accepted under joint admission may concurrently enroll at both institutions.

Reverse Transfer:

Reverse Transfer permits students who have matriculated to TAMUK prior to completing an associate's degree at VC to transfer course work from TAMUK back to VC to complete the

associate's degree. This feature may be extremely advantageous to students interested in furthering their undergraduate degree or pursuing advanced degree options. A completed associate's degree becomes a valuable indicator of their marketability and success. Appropriate notification and permission from students involved will be obtained in compliance with all federal, state, and local laws, and in accordance with the requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

Non-Academic Consortium Agreements:

Non-Academic departments or offices of VC and TAMUK, including but not limited to Financial Aid, Admissions, Distance Education, and Career Services, will explore opportunities to develop consortium agreements that facilitate the transfer, reverse transfer, concurrent enrollment, and other future partnership areas that contribute to access to higher education and success of students at both institutions as well as to ensure compliance with Federal, State, and Institutional aid policies and procedures.

In pursuit of these programs, VC and TAMUK agree:

2. Joint Admission Program:

- a. Students entering VC who meet TAMUK entrance requirements are eligible for the Joint Admission Program.
- b. Students currently enrolled at VC, who desire admission to the Joint Admission Program, must meet TAMUK's transfer requirements.
- c. VC will cooperate in promoting the Joint Admission Program.
- d. Students in the Joint Admission Program will be permitted to register during registration periods for native students.
- e. Advising Services at both institutions will be provided to students in the Joint Admission Program.
- f. Access to facilities, computer laboratories, and libraries at both institutions will be provided to students in the Joint Admission Program.
- g. Students in the Joint Admission Program must remain in good academic standing at both institutions in order to continue in the program.
- h. Students in the Joint Admission Program must adhere to the rules, regulations and deadlines of the institution they are currently attending.
- i. The institutions will exchange student information within legal limitations in order to facilitate the Joint Admission Program.
- j. Students accepted under joint admission may concurrently enroll at both institutions.
- k. Students must declare the degree being sought at either VC or TAMUK and shall follow the curriculum requirements in effect at the institution at which the student is classified as a degree-seeking student.
- l. Academic and non-academic appeals or grievances must be managed through the appropriate channels in the institution in which an event occurs

- m. Students in the Joint Admission Program will be eligible to apply for scholarships at TAMUK beginning their first semester of enrollment in TAMUK courses.
- n. The parties shall form a Joint Program Committee comprising three (3) faculty and/or administrators from each institution. This committee shall administer, implement, and oversee the program.
- o. The program shall be offered with a combination of face-to-face class instruction and various modes of distance learning as agreed by the Joint Program Committee.
- p. VC shall secure and provide appropriate classroom space.
- q. All expenses including but not limited to salaries, travel expenses, hotel expenses, food, lodging, rents, educational materials, advertising, recruitment costs, certificate fees, mail, printing, telephone, fax and other operational expenses shall be paid by the party incurring them, unless otherwise agreed to.

3. Reverse Transfer Program:

- a. The institutions will exchange student information within legal limitations in order to promote the Reverse Transfer Program
- b. TAMUK will encourage VC transfer students to utilize the Reverse Transfer Program in order to complete the associate's degree.

4. Non-Academic Program Consortium Agreement:

- a. The institutions will exchange student information within legal limitations in order to facilitate these consortium agreements.
- b. The development of a Financial Aid Consortium Agreement will be a priority for both institutions. (VC's Director of Financial Aid will facilitate, administer and monitor all financial aid consortium agreements to ensure that they clearly and explicitly reflect the current Financial Aid Consortium documents approved by VC).
 - i. Collecting the agreement to verify that the courses taken at TAMUK count towards the student's associate's degree at VC and that the student is meeting VC Satisfactory Academic Progress requirements
 - ii. Administering funds by awarding undergraduate financial aid at VC based on total enrolled hours
 - iii. Performing enrollment checks (census and the 60% date of the semester)
 - iv. Collecting finalized final TAMUK transcript at the end of the respective semester
 - v. Performing Return of Title IV calculations (if applicable)
- c. The Joint Admission Program will be discussed and mutually considered.

5. Provisions for Agreement Implementation, Maintenance and Revision:

A person will be designated at each campus to oversee this agreement's implementation and review the agreement annually.

6. Term, Renewal, and Termination of Agreement:

The term of this Agreement is for five (5) years and may be renewed upon the same terms and conditions, so long as the initial term and any subsequent renewal periods do not exceed five (5) years. This Agreement may be amended by mutual written agreement of both parties. TAMUK

and VC reserve the right to terminate this Agreement upon service of written notice to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester, during which the 90 day period expires. This Agreement is effective as of the date of the last signature below.

7. Severability:

If any provision or provisions of this Agreement shall be held invalid or unenforceable, the validity, legality, and enforceability of the remaining portions shall not in any way be affected or impaired thereby.

8. Force majeure:

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: (1) acts of God; (2) war; (3) act(s) of terrorism; (4) fires; (5) explosions; (6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; (7) failure of transportation; (8) strike(s); (9) loss or shortage of transportation facilities; (10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); (11) interruptions by government or court orders (both federal and state); (12) present and future orders of any regulatory body having proper jurisdiction; (13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; (14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and (15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

9. Non-Waiver Provisions:

VC and TAMUK expressly acknowledge that both institutions are agencies, or political subdivisions of the State of Texas, and nothing in this Agreement will be construed as a waiver or relinquishment by either VC or TAMUK of its right to claim such exemptions, privileges, and immunities as may be provided by law.

10. Notices:

Any notice required or permitted under this Agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail; return receipt requested and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. TAMUK and VC can change their respective notice address by sending a notice of the new address to the other party. Notices should be addressed as follows:

TAMUK:

Vice President for Enrollment Management
700 University Blvd., MSC116
Texas A&M University-Kingsville Kingsville, TX 78363
Name: Dr. Darin Hoskisson
Phone: (361) 593-3050
Fax: (361) 593-4803
Email: darin.hoskisson@tamuk.edu

VC:

Executive Vice President-Chief Academic Officer
2200 E. Red River
Victoria, TX 77901
Name: Ms. Cindy Buchholz
Phone: (361) 582/2587
Email: cindy.buchholz@victoriacollege.edu

13. Public Information Act:

- a. VC and TAMUK are obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- b. Upon either party's written request, VC or TAMUK will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to the other party in a non-proprietary format. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMUK has a right of access.
- c. VC acknowledges that TAMUK may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
- d. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this agreement and the parties agree that the agreement can be terminated if the either party knowingly or intentionally fails to comply with a requirement of that subchapter.

14. Dispute Resolution:

In accordance with 19 T.A.C. §4.27, all credit transfer disputes are to be handled as follows:

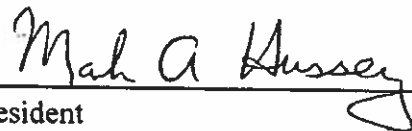
- (a) The following procedures shall be followed by institutions of higher education in the resolution of credit transfer disputes involving lower-division courses:
 - (1) If an institution of higher education does not accept course credit earned by a student at another institution of higher education, the receiving institution shall give written notice to the student and to the sending institution that it intends to deny the transfer of the course credit and shall include in that notice the reasons for denying the credit. Attached to the written notice shall be the procedures for resolution of transfer disputes for lower-division courses as outlined in this section, accompanied by clear instructions outlining the procedure for appealing the decision to the Commissioner as well as the name and contact information for the designated official at the receiving institution who is authorized to resolve the credit transfer dispute.
 - (2) A student who receives notice as specified in paragraph (1) of this subsection may dispute the denial of credit by contacting a designated official at either the sending or the receiving institution.
 - (3) The two institutions and the student shall attempt to resolve the transfer of the course credit in accordance with the Texas Higher Education Coordinating Board ("Board") rules and guidelines.
 - (4) If the transfer dispute is not resolved to the satisfaction of the student or the sending institution within 45 days after the date the student received written notice of denial, the student or sending institution may notify the Commissioner in writing of the request for transfer dispute resolution, and the institution that denies the course credit for transfer shall notify the Commissioner in writing of its denial and the reasons for the denial within 45 days of providing the transfer credit denial notice.
- (b) The Commissioner or the Commissioner's designee shall make the final determination about a dispute concerning the transfer of course credit and give written notice of the determination to the involved student and institutions. The decision is not a contested case. The Commissioner's decision is final and may not be appealed.
- (c) Each institution of higher education shall publish in its course catalogs the procedures specified in subsections (a), (b), (d), and (e) of this section.
- (d) The Board shall collect data on the types of transfer disputes that are reported and the disposition of each case that is considered by the Commissioner or the Commissioner's designee.
- (e) If a receiving institution has cause to believe that a course being presented by a student for transfer from another school is not of an acceptable level of quality, it should first contact the sending institution and attempt to resolve the problem. In the event that the two institutions are unable to come to a satisfactory resolution, the receiving institution may notify the Commissioner, who may investigate the course. If its quality is found to be unacceptable, the Board may discontinue funding for the course.

15. Compliance with Laws:

Each party shall comply with all federal, state, and local laws, ordinances, and regulations in relation to this Agreement. The parties acknowledge that the Family Educational Rights and Privacy Act ("FERPA") applies to student educational records. No disclosure or re-disclosure of personally identifiable information of any student shall be made except as allowed by FERPA and each party will limit its use of such information obtained from the other party to what is reasonable and necessary for legitimate educational interests under the purposes of this Agreement. It is understood and agreed that in accordance with FERPA, the grades and student information of a student may not be released unless the student has expressly agreed to such release. The requesting party agrees to provide the necessary permission as required by law prior to requesting release of any student record.

16. Marketing:

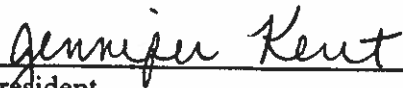
Promotional plans and materials will be subject to approval by each institution.



President
Texas A&M University-Kingsville

5-17-2021

Date



President
Victoria College

5-17-2021

Date

