

Memorandum of Understanding Between Texas Woman's University And Victoria College

1. Scope

a. Subject of Agreement

Victoria College (VC) and Texas Woman's University (TWU) enter into this Memorandum of Understanding (MOU) concerning the matriculation of VC students into TWU baccalaureate programs.

b. Purpose of Agreement

The intent of the MOU is to facilitate the transition of students and their academic credits from VC to TWU and TWU's baccalaureate programs. This MOU is aimed at building a Talent Strong Texas through educating, graduating, and preparing more students to join the workforce Nothing in this MOU is intended to or shall be construed to limit TWU's right to review applications and transcripts, and then consistent with TWU policies and procedures, determine admission, class standing, and whether or not additional coursework, classified as core at TWU, shall be required.

c. Students

The MOU is designed to serve primarily VC students interested in transferring to TWU.

d. Date of Effect

The MOU will be in effect from the date on which parties have affixed their signatures. Review, revisions and termination provisions are discussed below in Section IV.

e. FERPA

Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), to the extent that TWU and VC receives, generates, or maintains educational records from each other, under this MOU, TWU and VC agree to maintain the confidentiality of the education records in accordance with the provisions of FERPA.



II. Understanding of the Parties

a. General Understandings, Texas Woman's University

During the period of this MOU, Texas Woman's University stipulates to the following:

- i. All regular credit courses completed with a grade of "C" or better will be articulated. A grade of "D" may be applied in some circumstances at TWU's sole discretion. The application of articulated credit to degree requirements will be determined by the faculty of the major department at TWU.
- ii. VC Associate of Arts (AA) graduates and Associates of Sciences (AS) graduates who are certified Core Complete will be considered to have met TWU's general education requirements for all courses in which they have earned a "C" or higher. Some majors may require additional coursework classified as core at TWU.
- iii. VC transferees who have not completed an AA or an AS or who are not Core Complete shall be required to complete TWU's general education requirements.
- iv. Graduates with VC associate degree that are admitted to TWU will:
 - 1. Receive junior standing and be treated equal to current TWU students. Policies for financial aid, academics, advising, and graduation will apply equally to native and to VC associate degree transfer students;
 - 2. Be required to complete the same degree requirements as current TWU students.
- v. TWU will provide enrollment and promotional materials in a timely manner.

b. General Understanding, VC

During the period of this MOU, VC will,

- 1. Inform students and faculty about the MOU and provide assistance and distribute information about Texas Woman's University;
- 2. Provide opportunity for TWU representatives to visit VC campuses to explain the articulation agreement and the opportunity it represents for the students to complete their baccalaureate degree;
- 3. Cooperate with TWU in providing financial aid information to students transitioning from *VC* to TWU;
- 4. Cooperate with TWU to provide VC transfer students access to information about:



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- a. TWU general education requirements;
- b. Prerequisites for courses in the major;
- c. Admissions requirements and processes;
- d. Turnaround times on applications, transfer credit, and financial aid;
- e. TWU tuition and fees;
- f. A list of TWU's contact people for articulation questions, academic programs and support services.
- 5. Cooperate with TWU in the dissemination of information about this MOU so that it is brought to the attention of prospective and existing students by reasonable means, including the VC webpage.
- 6. Contact students who are nearing VC'S graduation requirements to inform them of the opportunity and what needs to be accomplished to meet requirements and apply for graduation.
- Provide, annually, to TWU, a list of students who are awarded an associate degree with the exception of students who have requested that directory information be withheld.
- 8. Identify a staff member to serve as the principal liaison with TWU in the conduct of the program. The liaison's role is to:
 - a. Ensure that accurate and timely information regarding the online programs and services is made available to students;
 - b. Facilitate such communication between *VC* and TWU that creates reciprocal benefits and serves the students.

c. Mutual Understandings

- 1. Non-discrimination. TWU and VC shall comply with all applicable non-discrimination laws, shall comply with all applicable non-discrimination laws in the operation of this MOU.
- 2. Accreditation. TWU and VC will maintain their accreditation with regional accrediting associations.
- Cooperation. TWU and VC will attempt to encourage and maintain a high degree of cooperation between their support staff in the operation of this MOU.
- 4. TWU and VC agree to exchange information, within legal guidelines, about individual students with the goal of making students aware of the potential to satisfy associate degree requirements by transferring coursework between both institutions.



- a. Student permission to transmit transcripts will be secured in accordance with the Family Educational Rights and Privacy Act (FERPA) guidelines.
- b. Students must be in good academic standing at each institution in order to participate in the reverse transfer program.
- c. In accordance with the Southern Association of Colleges and Schools (SACSOC) guidelines, students must complete a minimum of 25% (15 SCH) of associate degree requirements at VC.
- 5. Waiver of Terms and Provisions. Any waiver by either party of any term or provision of this MOU at any time will not constitute a waiver of any other or all terms and provisions. Any waiver of any part of a provision of this MOU at any one time will not constitute a waiver for all times.

III. Reverse Transfer (from VC)

a. Orienting Principles

- i. Student permission to transmit transcripts will be secured in accordance with FERPA guidelines.
- ii. Students must be in good academic standing at each institution in order to participate in the reverse transfer program.
- iii. In accordance with SACSOC guidelines, students must complete a minimum of 25% (15 SCH) of associate degree requirements at VC.

b. Texas Woman's University agrees to:

- i. Identify students who transfer from VC with 15 semester credit hours completed at VC.
- ii. For those students who have a minimum of 15 academic credit hours from VC and have indicated via their ApplyTexas Application that they would allow the transfer of information (Exhibit A), automatically send the student's transcript back to VC once it has been determined that the student is in good standing, has completed a total of 66 semester credit hours (includes transferrable hours from all institutions, including TWU). Lists of students will be provided three times annually following each grading period.



- iii. Send applicable transcripts to VC, for students covered on this MOU at no charge.
- iv. Send VC a list of students whose transcripts have been sent, including contact information and email addresses, to the individual below. VC may designate a different individual or office by providing Notice in writing to TWU:

Madelyne Tolliver Victoria College Admissions & Records 2200 E. Red River St. Victoria, TX 77901

v. Provide a contact person who is knowledgeable about the Reverse Transfer Program for students and administrators.

c. VC agrees to:

- i. Inform VC students about the reverse transfer opportunity and how to earn an associate's degree after transferring to TWU.
- ii. Provide a list of students to TWU, to the individual or office below, twice annually who are awarded an associate degree as a result of this reverse transfer agreement. TWU may designate a different individual or office, by providing Notice in writing to VC.

Jenna Lee, Registrar Texas Woman's University Office of the Registrar 304 Administration Drive Denton, TX 76204-5559

iii. Provide a contact person to facilitate communication about administrative issues related to the Reverse Transfer Program.

IV. Review, Amendment, and Termination

All parties are committed to the concept of a long-standing agreement. This MOU may be amended at any time by mutual, signed, written consent of the parties. Amendments may take the form of letters signed by the signatories below, their designated representatives, or their successors. The MOU will be reviewed annually or at any time at the request of either party. This MOU may be



terminated at any time and for any reason by either party, with no less than sixty (60) days prior written notice to the other party. Upon termination, parties may consider negotiating and executing a teach-out agreement for students currently enrolled.

V. Intellectual Property

Each party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that party. Neither party may use the Marks of the other without the advance written consent of that party, except that each party may use the name of the other party in factual statements that, in context, are not misleading.

VI. Relationship between Parties

Nothing in this MOU is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties, and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein. Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, and boards, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions, including providing its own defense, arising out of this MOU.

VII. Assignment

This MOU shall not be assigned by either party without the prior written consent of the other party.

VIII. Force Majeure

"Event of Force Majeure" means an event beyond the control of VC or TWU, which prevents or makes a party's compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Agreement to the extent that performance of their respective obligations is



prevented or made illegal or impracticable by an Event of Force Majeure that arises after execution of this Agreement. A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Contract only so far as reasonably practicable.

IX. Governing Law

This Agreement and all of the rights and obligations of the parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to any choice of law rules which would refer the matter to the laws of another jurisdiction.

X. Notices

VC and TWU shall each provide a contact person (the "Contact") to facilitate communication and implement the objectives, related to the performance of this MOU. The following contact names and addresses shall be the initial Contact for VC and for TWU. Others may be designated in writing by the parties at any time. Any notices required by this MOU shall be delivered via personal delivery, via first class mail return receipt requested, or via electronic mail with read receipt, to the following:

For VC:

Courtney Bosier Hawthorne Transfer Coordinator 2200 E. Red River St. Victoria, TX 77901 361-582-2572

Courtney.bosier-hawthorne@victoriacollege.edu

For TWU:

Jorge F. Figueroa, Ph.D.,



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Vice Provost for Curriculum and Strategic Initiatives 304 Administration Drive Denton, TX 76204 940-898-2739 jfigueroa2@twu.edu

X. Entire MOU

The Exhibit(s) attached hereto is incorporated herein and made a part of this MOU as if set forth herein in full. This MOU constitutes the entire agreement of the parties hereto and supersedes all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof.

IN WITNESS HEREOF, the parties have caused this MOU to be executed by their duly authorized representatives

Signatures



TEXAS WOMAN'S

UNIVERSITY

Carine M. Feyten, Ph.D. Chancellor & President

Texas Woman's University

Evecutive Vice

Executive Vice President - CAO

Victoria College

TWU APPROVED AS TO LEGAL FORM:

Jiayi Yang Digitally signed by Jiayi Yang Date: 2025.04.07 09:32:18

Exhibit A

ApplyTexas' Reverse Transfer Question

For Transfer Students from Texas Community Colleges ONLY: By checking this box, applicant agrees to allow the university to which he/she transfers to provide his/her transcript to the Texas



him/her an associate's degree upon completion of sufficient credit hours from the university.

*Checking YES does not guarantee the granting of an associate's degree since not all universities and colleges in Texas participate in reverse transfer partnerships.