ARTICULATION AGREEMENT BETWEEN ABILENE CHRISTIAN UNIVERSITY and VICTORIA COLLEGE

This Articulation Agreement is made and entered by and between Abilene Christian University, a private institution in the State of Texas, and **Victoria College, a public community college in Texas**.

I. Purpose of Agreement

Abilene Christian University, hereinafter referred to as "ACU," and Victoria College, hereinafter referred to as "VC," in Victoria, Texas, share a common interest in expanding the availability of quality higher education to all Texans. Both entities agree to cooperate in furthering this objective to the mutual benefit of their students.

This articulation agreement provides guidelines and outlines areas of responsibility ensuring that students at **VC** can transfer completed courses to ACU without any loss of credit or recognition of approved courses applied toward various degrees. This agreement further provides guidelines and outlines areas of responsibility ensuring that students at ACU can transfer completed courses to VC without any loss of credit or recognition of approved courses applied toward associate degrees. Either institution may propose additional cooperative activities that shall become part of the general agreement upon being signed by both parties.

This agreement also provides guidelines and outlines areas of responsibility ensuring that students at VC in the Bachelor Programs are able to navigate pathways to graduate education at ACU.

II. Terms

The parties to this agreement, ACU and VC, agree to the terms and conditions set forth herein:

A. General

1. ACU and VC will each designate an individual who will be responsible for the maintenance of this articulation agreement and sharing of information on the various bachelor's and associate degrees, new courses added to the degree programs, transcript evaluation, and other projects as needed.

2. The names of the designated persons are contained in Appendix 1. Any change to Appendix 1 shall not require renegotiating this agreement, and any such change made by one institution shall be communicated in writing to the other.

3. To be eligible for the program, students must meet all ACU admission requirements, be officially enrolled at ACU, and have an official transcript showing credit earned on file with the ACU Registrar's Office.

4. This Agreement is non-exclusive, and either party may enter into similar agreements with any other party.

B. ABILENE CHRISTIAN UNIVERSITY agrees to:

1. Admit and enroll **VC** students that are determined by ACU to be qualified for admission to ACU and the student's desired degree program.

2. Assist VC transfer students in the transition from VC into the ACU degree program. This may involve informing students of and assisting them in the application for scholarships and in course registration.

3. Maintain ongoing collaboration and monitoring of the program through the ACU Dallas Vice Provost and the VC Transfer Services Coordinator.

4. Continue to accommodate **VC** students into the degree program so long as this Agreement is in effect. Since ACU cannot guarantee any particular degree program in perpetuity, this agreement does not constitute a binding contract regarding ongoing or future offerings of the academic program outlined herein.

5. ACU is an equal opportunity institution and shall not discriminate unlawfully against any ACU or VC student, applicant, or employee, nor shall it deny the benefits provided its own degree-seeking student to any person on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship, veteran status, or any other protected class status as defined by law or institutional policy.

C. VICTORIA COLLEGE agrees to:

1. Provide, upon request by ACU, syllabi for any courses covered by this articulation agreement.

2. Communicate to students enrolling in a degree program about ACU academic requirements, policies, procedures, tuition and fees that will apply and may be subject to change, and to inform students that ACU future offerings cannot be guaranteed.

3. Maintain ongoing collaboration and monitoring of the program through the ACU Dallas Vice Provost and the VC Transfer Services Coordinator.

4. VC is an equal opportunity entity and shall not discriminate unlawfully against any ACU or VC student, applicant, or employee, nor shall it deny the benefits provided its own students to any person on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship, veteran status, or any other protected class status as defined by law or institutional policy.

D. Both Institutions agree to:

1. Be responsible for its employees' actions or inactions, and liability arising therefrom. The institutions will maintain their own insurance including workers' compensation, general liability, or such other coverage necessary for their own institutional liability. Neither institution waives any immunity it may be afforded under law as a governmental entity in the State of Texas.

2. Initiate a biennial review of this agreement to evaluate any changes in competencies, content, or standards.

3. Strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.

4. Maintain accreditation by the applicable accrediting authority. Both parties agree to notify the other if such accreditation ceases to exist.

5. Comply with all laws regarding the confidentiality of the student's education records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and to comply with all applicable laws in safeguarding any non-public, sensitive, and/or confidential information of Institution's faculty and students which is in either Party's possession or control in the same manner and to the same extent that it protects its own employees' confidential or non-public sensitive information.

E. Transfer of Credit

1. This articulation agreement provides a mechanism to enable students who have completed courses prescribed by this agreement to transfer those courses from **VC** to ACU and, thereby, satisfy credit toward a specified degree program.

2. This articulation agreement provides a mechanism to enable former VC students who have earned enough credits at ACU to satisfy the associate degree requirements to have those credits transferred back to VC. This <u>reverse transfer</u> process expands the ACU and VC partnership in that it will help increase student transfer rates to the university and raise associate degree completion rates for the college.

ACU 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.

Reverse Transfer permits students that have matriculated to ACU prior to completion of an associate degree at VC to transfer course work from ACU back to VC in order to complete the associate degree. This feature may be extremely advantageous to students whose higher education plans are interrupted by life circumstance and the completion of the associate degree becomes a valuable indicator of their success. Students will initiate a transcript request with the ACU Registrar's Office. ACU will deliver reverse transcripts via the National Student Clearinghouse (NSC) Reverse Transfer service. Upon the student's request, reverse transfer of ACU credits will be accepted by VC for consideration of an Associate degree, provided that the student earned at least 15 credit hours at VC prior to transferring to ACU and have earned a cumulative total of at least 60 credit hours for course work successfully completed.

ACU agrees to provide a contact person who is knowledgeable about Reverse Transfer and who can work with **VC** to facilitate this process.

Annually, **VC** agrees to provide a list of students who are awarded an associate degree to ACU.

F. Terms of Agreement and Termination

1. This agreement shall be filed with ACU's Registrar and Admissions offices and with the ACU Senior Vice President for Academic Affairs. This agreement shall be filed with VC's Executive Vice President – Chief Academic Officer.

2. All required notices, demands, requests, and other communications shall be in writing and shall be deemed to have been given when personally received by the administrators of the respective institutions.

3. This agreement may be amended at any time in writing upon the signature of authorized representatives of both institutions.

4. This Agreement is subject to termination by either party upon sixty (60) days written notice of a material breach to the breaching party. Alternatively, this Agreement can be terminated at any time without cause by mutual consent of the parties or by either institution with notice by May 1 that the program will not be offered for the next academic year.

5. The laws of the State of Texas (U.S.A.) shall govern the interpretation and application of this Agreement. Any dispute arising out of this Agreement or its operation, performance, or nonperformance shall be resolved in accordance with Texas law.

Signatures to follow on next page

IN WITNESS WHEREOF, the undersigned parties hereto have set their hands by and through their duly authorized officers. This Agreement is effective DATE of Execution.

ABILENE CHRISTIAN UNIVERSITY Sep 25, 2024

Dr. Robert Rhodes Date Senior Vice President for Academic Affairs

VICTORIA COLLEGE

Oct 7, 2024

Oct 8, 2024

Dr. Jennifer Kent President

Jennifer Kent

Date



Sep 25, 2024

Dr. Scott Self Date Vice Provost, Dallas Campus

z (Oct 8, 2024 15:50 CDT)

Cindy Buchholz Date **Executive Vice President** - Chief Academic Officer

APPENDIX 1

Individuals Designated to Maintain This Agreement

1. VC designates the following individual as the person responsible for maintaining this agreement. This designee shall contact the ACU designee no later than May 15 each year during the period for which this articulation agreement is in force for the purpose of carrying out the terms listed in other parts of this agreement.

Courtney Bosier Hawthorne Transfer Services Coordinator <u>Courtney.Bosier-Hawthorne@VictoriaCollege.edu</u> (361) 573-3291 x3201

2. ACU designates the following individual as the person responsible for maintaining this agreement. This designee shall be in contact with the **VC** designee no later than May 15 each year for the purpose of carrying out the terms listed in other parts of this agreement.

Dr. J. Scott Self Vice Provost, Dallas Campus Abilene Christian University 16633 Dallas Parkway Suite 800 Addison, TX 29144 214-305-9600 scott.self@acu.edu