

**Articulation Agreement**  
**Between**  
**University of Houston-Victoria**  
**And**  
**Wharton County Junior College**

This Articulation Agreement (this “Agreement”) is executed effective as of January 1, 2025 by and between the University of Houston - Victoria (“UHV”), and Wharton County Junior College (“COLLEGE”) (together, the “Institutions”) and outlines their commitment to increase opportunities for student access to and success in higher education.

Whereas, UHV and COLLEGE seek to establish this Agreement to facilitate students’ transfer from COLLEGE to UHV. Both UHV and COLLEGE may be referred to individually as a “Party” or collectively as the “Parties” or “Institutions”. Both Parties enter into this Agreement in the spirit of cooperation and to mutually recognize each other as quality institutions of higher education. Each Party is dedicated to serving students from diverse populations.

NOW THEREFORE, UHV and COLLEGE agree as follows:

**I. Purpose**

The purpose of this Agreement is to foster engagement with students in communication with UHV and provide them a transfer pathway from COLLEGE to UHV for completion of a baccalaureate degree. The Parties are dedicated to providing greater education opportunities and services for students transferring between the two Institutions. This collaboration is inclusive of commitment to increase awareness of educational and student support opportunities available at both Institutions, encourage transfer students to complete an associate degree, and to provide cooperative academic advising to increase degree applicability of transfer credits. This Agreement provides a structure through which transfer articulation on all levels can be supported by both Parties.

**II. Transfer of Credit**

- A.** Transfer of credit from COLLEGE to UHV for the purpose of completion of a baccalaureate program of study is designed to maximize the amount of course work completed for the associate degree applicable to the baccalaureate degree.
  - 1.** Credits from COLLEGE that are transferrable to UHV degree programs may be specified in any Transfer Degree Maps included as addendum(s) or exhibit(s) to this Agreement.

- a. Transfer Degree Maps approved after the initial execution of this Agreement will be added and clearly identified as amendments to this document and signed by the approving personnel of each Institution.
    - b. The Institutions will review the Transfer Degree Maps every year during the summer, to amend as needed, and render effective September 1 to align with the new UHV catalog.
      - i. Changes to Transfer Degree Maps must be in writing and signed by an authorized party at each Institution.
    - c. Students following a previous Transfer Degree Map will be allowed to continue to do so provided they have been enrolled at COLLEGE continuously.
  2. UHV will accept a minimum of 60 semester credit hours for students transferring with an associate's degree, in accordance with all relevant legal and accreditation guidelines. This includes credits earned through transfer, dual/concurrent enrollment, advanced placement, CLEP, or other recognized examination methods, subject to UHV policies. UHV will accept all applicable transferred credits and will apply up to 90 credits, requiring that the final 30 credits be completed at UHV, as outlined in the university catalog.
- B.** Reverse transfer of credit from UHV to COLLEGE allows students the opportunity to complete requirements for the associate degree in accordance with the Texas Education Code Section 61.833. This program is specifically designed to allow students to receive the advantages pursuant to completion of the associate degree when they leave COLLEGE and prior to completion of the baccalaureate degree.
  1. UHV will provide COLLEGE with information on transfer students to help COLLEGE officials determine students who could benefit from reverse transfer of courses and COLLEGE will provide UHV with information about degree awarded as a result of reverse transfer, subject to applicable state and federal laws.
  2. COLLEGE and UHV will work together to establish a timeline for record exchange, that includes contact information at both Institutions for academic record submissions.
  3. Separate academic records for students will be maintained at each Institution.
- C.** UHV and COLLEGE will promote the opportunity on Institution websites, in social media, in printed and electronic materials, and through various presentations, media relations, and events.

### **III. Transfer Admissions Requirements**

Students interested in being considered for co-enrollment or direct admissions must have earned a cumulative GPA of 2.0 for most programs or a 2.5 GPA if applying to a major under the College of Education and Health Professions. Students at COLLEGE wishing to

transfer to UHV will need to complete UHV's admissions application as a transfer student and pay the application fee by the posted admissions deadlines to receive automatic admission. Admissions will be granted upon completion of the admissions checklist items. This information shall be stated on the appropriate Transfer Degree Map. Parties will abide by the policies and procedures, along with any revisions thereof that apply to all students from that Institution.

#### **IV. Provision for Student Financial Assistance**

UHV and COLLEGE understand that all rules and regulations regarding the administration of Federal Title IV Student Financial Aid apply to students who may wish to attend both Institutions simultaneously. A consortium agreement must be obtained by the student from the Financial Aid Office of their primary "home" Institution and submitted back to the Financial Aid Office with advisor approval and required documents.

No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement. UHV and the COLLEGE are separate and independent institutions of higher education and intend to remain so. The administrators of UHV and COLLEGE are authorized to prepare and implement guides of action and procedures necessary to affect this Agreement.

#### **V. Provision for Campus Visits/Transfer Fairs**

UHV will be offered many options designed to recruit students and alumni. Opportunities include but are not limited to transfer fairs, campus visits, events posting, class visits, information sessions, and university-specific fairs. Parties will collaborate on scheduling events and visits and will provide space, equipment, and materials as needed for the use of UHV representatives while on the COLLEGE campus for these activities. Any marketing or advising materials developed by UHV or COLLEGE will adhere to the terms of this Agreement.

#### **VI. Exchange of Data**

- A.** COLLEGE will provide the following data elements to UHV on an annual basis:
  - 1.** Directory information, **including student email addresses**, as designated by COLLEGE for students who have expressed a stated interest in transferring to UHV;
  - 2.** Major area of interest for students who have expressed a stated interest in transferring to UHV; and
  - 3.** 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.
- B.** UHV will provide the following data elements to COLLEGE on an annual basis:

1. Directory information for students living in the COLLEGE service area;
  2. Degree name and completion status of COLLEGE transfer students;
  3. Semesters attended by COLLEGE transfer students;
  4. Hours completed by COLLEGE transfer students;
  5. Grade Point Average of COLLEGE transfer students; and
  6. 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.
- C. COLLEGE agrees that data transferred from UHV to COLLEGE is and shall remain the sole and exclusive property of UHV. UHV agrees that the data transferred for COLLEGE to UHV is and shall remain the sole and exclusive property of the COLLEGE.
- D. All data sharing practices and storage will be consistent with the Family Education Rights and Privacy Act (“FERPA”) as well as UHV and COLLEGE 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.

## VII. Limited Trademark License

- A. **Mark Ownership.** COLLEGE 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”). The COLLEGE 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”).
- B. **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.
- C. **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.

### **VIII. Term**

- A.** Upon execution of this agreement, the arrangement will remain in effect for five years. This agreement will terminate on December 31, 2030 unless it is renewed. Either Party may request modification of this Agreement in writing, subject to review.
- B.** Immediate termination will occur if either UHV or COLLEGE loses their current accreditation status. If termination due to a loss of accreditation occurs, the Agreement will end retroactive to the date the accreditation status changed.
- C.** Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement by submitting written notice of the intent to terminate. The termination notice must be submitted at least 180 days prior to the start of the date the termination is to become effective. In the event this agreement is terminated, both parties agree to make every effort to protect individual students who are already part of the program.

### **IX. RELATIONSHIP OF THE PARTIES**

- A.** It is agreed and understood that nothing in this Agreement shall be construed to imply or create any partnership, joint venture, association, or like relationship between the Parties. Neither Party shall have the power to obligate or bind the other in any manner except to the extent herein provided.

### **X. GENERAL PROVISIONS**

- A.** This Agreement and all attached Exhibits and Addenda (collectively known as the “Articulation Agreement” or “Agreement”), contains the entire agreement between UHV and COLLEGE and may only be modified in writing by the individuals authorized to execute on behalf of their respective Party below or their designees at least thirty (30) days in advance of the modification.
- B.** Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provisions), and venue for purposes of claims or litigation shall be Houston, Harris County, Texas.
- C.** Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested as follows:

UHV Contact: Oscar Torres, Associate Director for Enrollment Management  
TorresOA@uhv.edu – (361) 570-4144

COLLEGE Contact: Natalie Stavinoha, Coordinator of Dual Credit & University  
Transfer – NatalieS@wcjc.edu – (979) 532-6964

- D. This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- E. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
- F. This Agreement does not preclude UHV or COLLEGE from entering into similar agreements with other institutions of higher education.
- G. 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.
- H. **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.**
- I. 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.
- J. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of this Agreement.

[Signatures on following page]

EXECUTED EFFECTIVE AS OF THE DATE WRITTEN ABOVE.

**University of Houston-Victoria**

**Wharton County Junior College**

By: Robert K Glenn

By: Betty McCrohan

Name: Dr. Robert Glenn

Name: Betty McCrohan

Title: President

Title: President

Date: 2/28/25

Date: 2-12-25

APPROVED AS TO FORM BY:

M. Y. [Signature]  
OFFICE OF THE GENERAL COUNSEL  
UNIVERSITY OF HOUSTON SYSTEM

## **ADDENDUM A**

### **Joint Admissions**

**“Joint Admission”** provides students a mechanism to maximize utilization of facilities and programs offered jointly by COLLEGE and UHV.

Benefits include:

1. Student access to email account at both Institutions
2. UHV access to Office 365 and its associated applications – including OneDrive
3. Student access to computer labs and libraries at both Institutions
4. Student access to student employment opportunities at both Institutions
5. Student access to sporting events at UHV
6. Free electronic transfer transcript transmission between COLLEGE and UHV. Students must complete the Permission to Release Education Records form

### **JOINT OBLIGATIONS**

Under this agreement, both new and continuing students admitted to the COLLEGE and UHV may receive federal, state and certain institutional aid from their home Institution based on the combined hours in which they enroll each term at both Institutions. UHV and COLLEGE agree to the following terms and conditions (in addition to the specifications of the Articulation Agreement):

- A. Students applying to COLLEGE and simultaneously meeting UHV admission requirements may apply for and be accepted into the joint admission program following UHV’s application process.
- B. If a student does not meet UHV admission requirements at the time they enter COLLEGE, they are not eligible for joint admission. They may become eligible at a future date by meeting the requirements for transfer student admission to UHV.
- C. After acceptance under joint admission, a student must continually meet all admission requirements for both Institutions to retain their eligibility to participate in the program.
- D. Students opting for co-enrollment must meet all payment deadlines for the respective Institutions. Students will receive financial aid only through their home Institution. Students must submit a consortium agreement and any supporting documents to their home Institution.
- E. Students who lose their eligibility to continue in classes at either Institution lose their eligibility to participate in the joint admissions program. Each Institution reserves the right to allow students to continue at its respective discretion.
- F. Students are expected to abide by conduct, computer/internet usage, and facilities usage policies at each Institution. Students who co-enroll will be expected to be knowledgeable of the rules for students at both Institutions and agree to comply with said rules. Students appealing academic or disciplinary issues will be directed to the Institution under whose jurisdiction the matter falls and will follow established procedures at that Institution.



G. Students may transfer courses covered by articulation agreements freely between both Institutions.

### ADDENDUM B Program Articulation and Advising

Academic advising will be the joint responsibility of the Parties. Each Party will identify and train advisors regarding the Agreement. This Section does not obligate the Parties to hire academic advisors jointly.

This opportunity applies to students who are (select and initial all that apply):

  ✓     *Paw*   Admitted (either through regular or joint admission) to UHV  
  ✓     *Paw*   All COLLEGE students with an expressed interest in transferring to UHV

And applies to (select and initial all that apply):

  ✓     *Paw*   Pre-Transfer advising for all degree programs at UHV  
  ✓     *Paw*   Pre-Transfer advising for only degree programs with specific articulation agreements between COLLEGE and UHV

#### JOINT OBLIGATIONS

UHV and COLLEGE agree to the following terms and conditions (in addition to the specifications of the standard agreement):

- UHV agrees to provide reasonable access to pre-advising services from UHV to students attending COLLEGE prior to their actual transfer and in accordance with the options selected above.
- Disputes or concerns relating to class content, chronology of content or course scheduling will be resolved by the chief academic officers or their designees at each Institution.
- In an effort to minimize loss of credit during the transfer process, the Parties will coordinate student advising through joint meetings of the Enrollment Management staff, division chairs (or their designees), as well as school advisors at each institution. Each Institution may designate attendees as appropriate. Both Parties will facilitate the development and maintenance of 4-year plans to guide students in course selection at both Institutions.

## **ADDENDUM C**

### **RN to BSN Concurrent Agreement**

#### **To Memorandum of Agreement:**

**This Addendum** (the "Addendum") is made and entered into as of Fall 2024, by University of Houston-Victoria (UHV) and Wharton County Junior College (WCJC).

**WHEREAS** the Parties entered into a Memorandum of Agreement (the "MOA") dated January 1, 2025 (collectively, the "Agreement"); and

**WHEREAS** the Parties desire to amend the Agreement in certain respects as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

#### **I. PURPOSE**

University of Houston-Victoria (UHV) and Wharton County Junior College (WCJC) have partnered to provide an innovative and collaborative pathway from the Associate Degree in Nursing to the Baccalaureate Degree in Nursing. With the UHV RN-BSN Concurrent Enrollment Program (UHV RN-BSN CEP), students can simultaneously pursue both an Associate Degree in Nursing (ADN) and a Bachelor of Science in Nursing (BSN) degree, gaining knowledge and skills that support career advancement.

#### **II. GENERAL DESCRIPTION**

The WCJC ADN nursing program and the UHV RN-BSN Concurrent Enrolled Program provide a pathway for selecting students to obtain an Associate Degree in Nursing (ADN) and then complete a Bachelor of Science in Nursing (BSN). WCJC students complete 30 hours of BSN level coursework at the same time they are enrolled in ADN courses.

Following graduation from WCJC, the post-licensure (Registered Nurses) students will continue enrollment in the (UHV RN-BSN CEP) and are expected to graduate with their Bachelor of Science in Nursing (BSN) within one to two semesters. Participants must complete specific general education and prerequisite courses required by the partnering schools. Upon acceptance to WCJC, participants complete academic courses as outlined in (UHV RN-BSN CEP).

The RN to BSN program at UHV is part of the College of Education and Health Professions and supports students. The ADN program at WCJC is part of the Division of Allied Health. The UHV and WCJC faculty and staff will collaborate to provide student advisement and support.

#### **III. GUIDELINES FOR ADMISSION**

To be considered for participation in the UHV RN-BSN CEP, the following is required:

- Students must meet all of WCJC nursing program admission requirements and also meet the admissions requirements for UHV's RN to BSN degree program.
- Completion of all UHV and WCJC prerequisite requirements outlined in the institutions' academic catalogs.

#### IV. PROGRESSION REQUIREMENT

- The goal of UHV's partnership with WCJC is to allow students to maximize their educational experience without compromising their success.
- Students who are unsuccessful in the ADN coursework cannot progress past the point of course sequencing for the BSN cohort. However, the student will be eligible to join the UHV RN-BSN traditional program once they have graduated from the WCJC ADN program and received earned UHV course credits.
- Students who receive approved leave at WCJC should seek guidance from the UHV nursing to continue to successfully participate in the RN-BSN CEP.

#### V. ACADEMIC PROBATION

- Students must follow the academic policies of each institution.

#### VI. NOTIFICATION OF UNSATISFACTORY PERFORMANCE

- If a student enrolled in the University of Houston Victoria (UHV) RN to BSN Concurrent Enrollment Program (CEP) does not meet satisfactory academic standards and is unsuccessful or withdraws from the associate of nursing program at WCJC, the Division Chair of Allied Health at WCJC **shall notify/correspond with** the University of Houston Victoria Nursing Program Director **in writing**.

#### VII. STUDENT RECORDS, TRANSCRIPT SHARING, AND FINANCIAL AID SUPPORT

- Students enrolled in the RN to BSN Concurrent Enrollment Program will **sign a** Family Educational Rights and Privacy Act (FERPA) **release** for electronic records/transcript sharing/correspond in writing between Wharton County Junior College and University of Houston-Victoria.
- Students utilizing financial aid assistance and who are concurrently enrolled, will be required to complete a financial aid consortium agreement form.

#### VIII. STUDENT APPEAL INFORMATION SHARING

- WCJC will **share** student appeal information with University of Houston-Victoria. The Division Chair of Allied Health at WCJC **shall notify** the University of Houston-Victoria Nursing Program Director **in writing**.

#### IX. DORM ELIGIBILITY:

- Students enrolled in the RN to BSN Concurrent Enrollment Program University of Houston-Victoria will be eligible to live in the university dormitories **only if they are concurrently enrolled** at both University of Houston-Victoria and WCJC's Nursing Program and based on dorm availability.
- To qualify to live in the university dormitories, students must be enrolled in **a minimum of 3 credit hours** at the University of Houston-Victoria.
- Students interested in living in the university dormitories and who are using financial aid assistance, must consult with the financial aid office to review any necessary changes that may need to be made to their financial aid application to modify their overall cost of attendance.

## **X. MUTUAL RESPONSIBILITIES**

### **1) Primary Points of Contact - UHV/WCJC agrees to:**

- (a) Designate the UHV Nursing Director/WCJC Division Chair of Allied Health as the representative of the partnership program and as the administrators for all provided courses and ADN/BSN degree program. The representative will:
  - (i) serve as a liaison between UHV and WCJC for any and all issues involving the partnership.
  - (ii) collaborate to support marketing and recruitment efforts for partnership programs.
  - (iii) inform appropriate personnel of the existence of the agreement and encourage cooperation and support between WCJC and UHV.
- (b) Provide courses to accepted students from the program in the modalities offered by UHV for the partnership programs, namely online.
  - (i) employ and pay qualified faculty to teach the UHV provided courses in the partnership program.
  - (ii) continually maintain all necessary institutional and programmatic accreditations and assist and cooperate with the necessary accreditation efforts related to any partnership program.

### **2. Institutional Representatives - UHV/WCJC agrees to:**

- (a) Designate (UHV Nursing Advisor/WCJC ADN Department) to serve as the representative for the partnership. The representative will:
  - (i) (UHV Nursing Advisor/WCJC ADN Department) be responsible for promoting the partnership to prospective and current students by providing partnership program information to both admissions staff, career planning and placement officers.
  - (ii) (UHV Nursing Advisor/WCJC ADN Department) keep students and advisors abreast of current information applicable to the partnership.
  - (iii) (UHV Nursing Advisor/WCJC ADN Department) serve as liaison for any and all issues involving the partnership.
- (b) (UHV/WCJC: Registrar) Ensure that official transcripts confirming successful completion of academic work and/or degree completion at WCJC are forwarded

- to UHV in a timely fashion electronically.
- (c) (UHV/WCJC: Registrar) Ensure UHV is notified via electronic transcript sharing in a timely manner if a student should withdraw or fail a course at WCJC.
  - (d) To continually maintain all necessary institutional and program accreditations and assist and cooperate with necessary accreditation efforts related to any partnership program.

**XI. ENTIRE AGREEMENT:**

This Addendum, together with the Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

**A. SEVERABILITY**

If any provision of this Addendum is held to be invalid or unenforceable, such provision shall be struck from this Addendum and the remaining provisions shall remain in full force and effect.

**B. COUNTERPARTS**

This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

**University of Houston-Victoria**

By:

President: Robert K Glenn

Provost: Deann S Olson

Director, Nursing Program: D Thomas

Advisor, Nursing Program: Nancy Hingosa

University Registrar: Daise Hernandez

**Wharton County Junior College**

By:

President: Betty McCaskey 2-12-25

Executive Vice President of Instructions: Lizbeth Ann Calloway  
2-11-25

APPROVED AS TO FORM BY:

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