

**ARTICULATION AGREEMENT**  
between  
**ARLINGTON BAPTIST COLLEGE**  
and  
**TEXAS A&M UNIVERSITY-COMMERCE**

This Agreement is made and entered into upon September 1, 2016 by and between **Texas A&M University-Commerce (A&M-Commerce)**, a member of *The Texas A&M University System*, and **Arlington Baptist College (ABC)**.

**1. Purpose of Agreement:**

The purpose of this Agreement is to enable Arlington Baptist College (ABC) students to transfer to A&M-Commerce in support of *the 60x30TX* higher education strategic plan.

**2. Terms of Agreement:**

**A. Responsibilities of A&M-Commerce:**

A&M-Commerce hereby agrees as follows:

1. To accept the course work of ABC students meeting general admission requirements as outlined in the Texas A&M University-Commerce undergraduate catalog as appropriate for individual program degree completion.
2. To develop and provide materials related to a seamless transition in cooperation between ABC and A&M-Commerce.
3. To provide ABC advisors with information and support in their role of assisting ABC students with transfer and degree program advising.
4. To maintain ongoing collaboration and monitoring of the transfer program through an articulation committee composed of the director of the A&M-Commerce Center for Career and Technical Education and a representative of ABC chosen by ABC.
5. To arrange and coordinate academic accommodations for qualified disabled students enrolled in A&M-Commerce courses through the A&M-Commerce Office of Disability Resources and Services.
6. To invoice and collect from students participating in this program applicable A&M-Commerce tuition and fees as set forth by A&M-Commerce and approved by The A&M University System Board of Regents.
7. To advise students that A&M-Commerce's academic requirements, policies, procedures, tuition and fees are subject to change, and that

change information can be found on the A&M-Commerce website, bulletins, or other locations.

8. A&M-Commerce will work with ABC in providing reverse transfer arrangements for any students transferring from ABC to A&M-Commerce prior to earning a degree.
9. Provide ABC students with scholarship and financial information through admission and advising materials.
10. A&M-Commerce cannot guarantee the university's degree or program offerings in perpetuity; therefore, this Agreement will not constitute a binding contract regarding ongoing or future degree or program availability.
11. A&M-Commerce is an equal opportunity institution and shall not discriminate unlawfully against any ABC student, applicant, or employee, nor shall it deny the benefits provided its own degree-seeking students to any person on the basis of race, color, national origin, ancestry, disability, marital status, age, or gender.

**B. Responsibilities of ABC:**

ABC hereby agrees as follows:

1. To admit and enroll ABC students in degree programs taught by ABC as part of this Articulation Agreement.
2. To provide ABC students with A&M-Commerce course and program listings through web postings, advising materials, and other appropriate media.
3. To assist in advising ABC students desiring transfer to A&M-Commerce through one or more designated ABC academic advisor(s).
4. To communicate to ABC students completing degree programs and desiring transfer to A&M-Commerce of A&M-Commerce academic requirements, policies, procedures, tuition and fees, and that these are subject to change.
5. To communicate to ABC students completing degree programs and desiring transfer to A&M-Commerce that A&M-Commerce cannot guarantee the university's degree or program offerings in perpetuity; therefore, this Agreement will not constitute a binding contract regarding ongoing or future degree or program availability.
6. To provide a list every semester of prospective transfer students to A&M-Commerce for communication purposes.
7. ABC is an equal opportunity institution, and shall not discriminate unlawfully against any A&M-Commerce student, applicant, or employee, nor shall it deny the benefits provided its own degree-seeking students to

any person on the basis of race, color, national origin ancestry, disability, marital status, age, or gender.

**C. Responsibilities of Both Institutions:**

A program review will occur annually to assess the current performance of the program and to consider needed and/or future modifications.

**D. Additional Provisions:**

The following additional provisions are incorporated into this agreement:

1. ABC is accredited by the Association of Biblical Higher Education (ABHE), and all ABC instructors are in compliance with criteria as described in the ABHE's Standard 9 Faculty. The ABHE is recognized by the Council of Higher Education Accreditation (CHEA) and the Texas Higher Education Coordinating Board (THECB).
2. All students receiving a bachelor's degree from A&M-Commerce must comply with SACSCOC Principle 3.5.2 of the *Principles of Accreditation*. This Principle requires that "at least 25% of the credit hours required for the degree are earned through instruction offered by the institution awarding the degree." Additional courses may be required to meet this Principle.
3. All students receiving a bachelor's degree from A&M-Commerce must comply with SACSCOC Principle 3.5.4 of the *Principles of Accreditation*. This Principle requires that "at least 25% of the discipline course hours in each major at the baccalaureate level are taught by faculty members holding the terminal degree – usually the earned doctorate – in the discipline, or the equivalent of the terminal degree." This may require additional courses to meet this Principle.

**3. Term of Agreement:**

This Agreement shall operate on an ongoing basis. This Agreement may only be modified in writing by legally authorized officials of both institutions.

**4. Termination:**

Upon implementation, this Agreement will continue on an annual basis until one of the parties petitions the other party to end this Agreement. This Agreement will be reviewed jointly on an annual basis and updated as necessary.

Such petition to end this Agreement: 1) must be submitted one year in advance of the intent to terminate; 2) must be submitted in writing and signed by the university president making the petition; and 3) must be delivered to the second party to the Agreement. Delivery of the intent to terminate will constitute formal notification and will serve as grounds for termination one year following the date of delivery.

**5. Dispute Resolution:**

The dispute resolution process provided in chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M-Commerce and ABC to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business. The parties shall submit written notice of a claim of breach of contract under this Chapter to the representative undersigned party, who shall examine the claim and any counterclaim and negotiate with the other respective party in an effort to resolve the claim.

The designated individual for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76<sup>th</sup> Texas Legislature shall be:

The Director of  
Contract Administration  
Texas A&M University-Commerce  
P.O. Box 3011  
Commerce, Texas 75429-3011

**6. Governing Law and Venue:**

This Agreement shall be governed and interpreted pursuant to the Constitution and Laws of the State of Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against A&M-Commerce shall be in the county in which the primary office of the chief executive officer of A&M-Commerce is located. At the time of this Agreement, such county is Hunt County, Texas.

**7. Amendments, Changes or Modifications:**

No amendment, change or modification to this Agreement may be made except in writing by all parties.

**8. Contacts:**

**Arlington Baptist College**  
3001 West Division Street  
Arlington, Texas 76012  
Dr. D.L. Moody, President

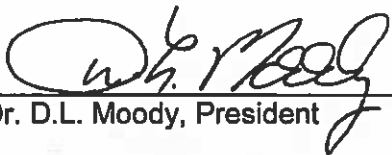
**Texas A&M University-Commerce**  
P.O. Box 3011  
Commerce, Texas 75429-3011  
Dr. Adolfo Benavides, Acting President

The parties hereto certify that they have the authority to execute this Agreement and that covenants contained herein are within their respective statutory authority to fulfill. The undersigned parties bind themselves to the faithful performance of this Agreement.

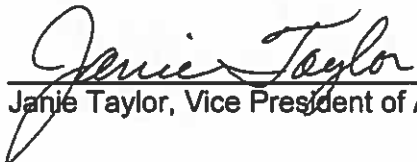
IN WITNESS THEREOF, the parties execute this Agreement.

SIGNATURES:

ARLINGTON BAPTIST COLLEGE

  
\_\_\_\_\_  
Dr. D.L. Moody, President

7/19/16  
Date

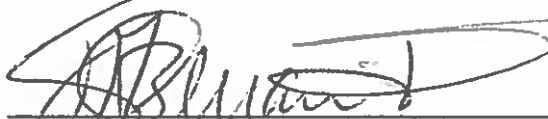
  
\_\_\_\_\_  
Janie Taylor, Vice President of Academic Affairs

7-19-2016  
Date

TEXAS A&M UNIVERSITY-COMMERCE

  
\_\_\_\_\_  
Dr. Ray Keck, Interim President and CEO

7-25-16  
Date

  
\_\_\_\_\_  
Dr. Benavides, Provost, and Vice President  
for Academic Affairs

7/22/16  
Date