



ARTICULATION AGREEMENT

Between

Austin Community College District

And

Texas A&M University-Commerce

for

Bachelor of Applied Arts and Sciences Degree (BAAS)

This Agreement is made and entered into by **Texas A&M University-Commerce**, a member of *The Texas A&M University System*, an entity of the State of Texas, hereinafter referred to as "A&M-Commerce" and the **Austin Community College District**, a local government entity, hereinafter referred to as "ACC."

Purpose of Agreement

The purpose of this Agreement is to enable ACC students, who successfully complete the articulated courses as outlined in this agreement (**Appendix A**), to transfer to A&M-Commerce in a seamless transition without loss of semester credit hours towards the completion of the A&M-Commerce Bachelor of Applied Arts & Sciences degree.

Terms of Agreement

A&M-Commerce hereby agrees to:

1. Admit and accept, in full, the course work as outlined in **Appendix A** those ACC students who are enrolled in an Associate of Applied Science degree and that have been determined by A&M-Commerce to qualify for admission to A&M-Commerce and the Bachelor of Applied Arts & Sciences degree program.
2. Provide and teach A&M-Commerce courses articulated in this agreement; A&M-Commerce offers all BAAS programs via **online delivery**.
3. Provide ACC advisors with information and support in their role of assisting ACC students with transfer and degree program advising.
4. Maintain ongoing collaboration and monitoring of the program through the head/director of the A&M-Commerce Department of Applied Sciences.
5. Arrange and coordinate academic accommodations for qualified disabled students enrolled in A&M-Commerce courses through the A&M-Commerce *Office of Disability Services*.
6. 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 Texas A&M University System Board of Regents*.
7. 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. Work with ACC in providing Reverse Transfer process for any students transferring from ACC to A&M-Commerce prior to earning an associates degree.
9. Provide ACC students with scholarship and financial aid information through admission and advising materials.
10. A&M-Commerce cannot guarantee this program in perpetuity; therefore, it is important that the parties and students participating in this program understand that this agreement will not constitute a binding contract regarding the ongoing or future offerings of the academic program outlined herein.
11. A&M-Commerce is an equal opportunity institution, and shall not discriminate unlawfully against any ACC 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.

ACC hereby agrees to:

1. Admit and enroll ACC students in lower division courses taught by ACC as part of this articulated degree program.
2. Assist in advising ACC and A&M-Commerce students in this program through one or more designated ACC academic advisors.
3. Communicate to ACC students completing the Associate of Applied Arts & Sciences, and enrolling at A&M-Commerce of the A&M-Commerce academic requirements, policies, procedures, tuition, and fees and that these are subject to change that A&M-Commerce cannot guarantee the program in perpetuity, and that future offerings cannot be guaranteed beyond the terms of this articulation agreement.
4. Provide a list of prospective students to A&M-Commerce, for communication purposes, each fall, spring, and summer semesters. This information shall be furnished within the provisions of the Family Educational Rights and Privacy Act. These data may be incorporated into the ACC institutional effectiveness studies.
5. ACC 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.

Joint Responsibilities - ACC and A&M-Commerce agree to:

1. Develop transfer guides, transfer admission information, and course equivalency guides, utilizing both the A&M-Commerce and ACC numbers for all majors offered at A&M-Commerce (**Appendix A**). These resources will be amendments to this agreement and will be updated annually. Creation of these guides ensures students that courses listed in these guides are transferable between A&M-Commerce and ACC.
2. Provide direct links between their institutional web sites, announcing this agreement and directing students to accurate resources.
3. Representatives from ACC and the A&M-Commerce and will confer regularly to update course equivalency guides, transfer guides and transfer admission information to be used in subsequent academic years, and to consider any need for amendments.
4. Exchange data and information annually regarding the number and academic progress (grades, retention data) of students who transfer under this agreement.

Course Delivery

1. The Austin Community College District agrees to offer courses as outlined in the Articulation Degree Plan (**Appendix A**). ACC will offer up to 85 semester hours of course work and A&M-Commerce will offer the remaining 36 semester hours of course work for a minimum of 120 total semester hours, including a minimum of 36 upper division semester hours. Because of possible changes in degree requirements imposed by the State and program modifications and changes that occasionally occur, ACC students transferring to A&M-Commerce must follow ACC, A&M-Commerce and State of Texas policies regarding degree program criteria.
2. Admission and enrollment in the A&M-Commerce Bachelor of Applied Arts & Sciences degree program may occur during any semester.

Waivers to A&M-Commerce Graduation Requirements:

1. **Junior Level Essay (JLE)**: Students will be required to contact the *Testing Office* at A&M-Commerce to determine if they are exempt from JLE requirements. If they are not exempt, they may take the ACCUPLACER essay at ACC and score 6 or higher (and have these scores transferred to the *Testing Office* at A&M-Commerce) or complete the JLE requirement for writing competency at A&M-Commerce.
2. **Advanced Level Courses**: Students will be exempt from the requirement to complete a minimum of 60 semester hours (SH) at A&M-Commerce or another senior level Austin Community College District. However, students must complete 36 SH of advanced level (upper Level) courses at A&M-Commerce with a grade of “C” (2.0) or better.

SACS Compliance - The following provisions are incorporated into this agreement:

1. ACC is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACS-COC), and all ACC instructors of courses in this articulated program are in compliance with criteria as described in SACS Principle 3.7.1 of the *SACS Principles of Accreditation*.
2. It is understood by both parties that all students receiving the BAAS degree from A&M-Commerce must comply with SACS 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. It is understood by both parties that all students receiving the BAAS degree from A&M-Commerce must comply with SACS 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.” Additional courses may be required to meet this Principle.

Amendments and Termination

This Agreement will take effect when signatures are completed, and it will continue one of the parties petitions, in writing, to end this agreement. 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 college/university president making the petition; 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.

No amendment, change or modification to this Agreement may be made without formal written agreement of both parties.

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 ACC 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.

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.

Contacts

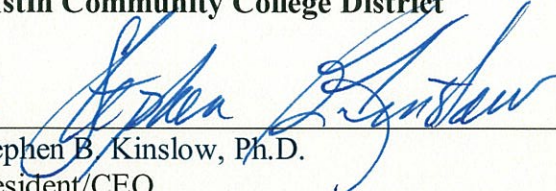
Austin Community College District
2930 Middle Fiskville Rd.
Austin, TX 78752-4390
Dr. MaryJane McReynolds, Director
Articulation and Transfer Resources

Texas A&M University-Commerce
P.O. Box 3011
Commerce, Texas 75429-3011
Dr. Dan Jones, President

IN WITNESS THEREOF, the parties execute this Agreement.

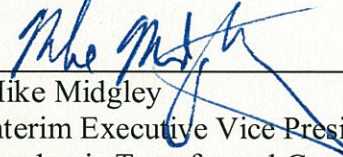
SIGNATURES:

Austin Community College District



Stephen B. Kinslow, Ph.D.
President/CEO

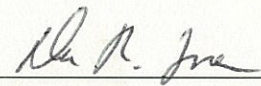
1/7/11
Date



Mike Midgley
Interim Executive Vice President
Academic Transfer and General and Developmental Education

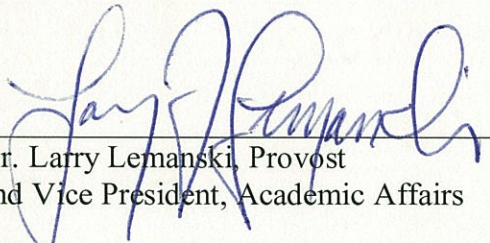
1/6/11
Date

Texas A&M University-Commerce



Dr. Dan Jones
President & CEO

1-12-11
Date



Dr. Larry Lemanski, Provost
and Vice President, Academic Affairs

1/18/11
Date