

**ARTICULATION AGREEMENT**  
between  
**BAPTIST UNIVERSITY OF THE AMERICAS**  
and  
**TEXAS A&M UNIVERSITY–COMMERCE**

This Agreement is made and entered into upon November 23, 2009 by and between **Texas A&M University-Commerce (A&M-Commerce)**, a member of *The Texas A&M University System*, and **Baptist University of the Americas (BUA)**.

**1. Purpose of Agreement:**

The purpose of this Agreement is to enable Baptist University of the Americas (BUA) students to transfer to A&M-Commerce in support of *Closing the Gaps: The Texas Higher Education Master 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 BUA students meeting general admission requirements as outlined in the Texas A&M University-Commerce undergraduate and/or graduate catalogs as appropriate for individual program degree completion.
2. To develop and provide materials related to a seamless transition in cooperation between BUA and A&M-Commerce.
3. To provide BUA advisors with information and support in their role of assisting BUA students with transfer and degree program advising.
4. To maintain on-going 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 BUA chosen by BUA.
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 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 Texas 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 BUA in providing reverse transfer arrangements for any students transferring from BUA to A&M-Commerce prior to earning a degree.
9. Provide BUA students with scholarship and financial aid 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 on-going or future degree or program availability.

11. A&M-Commerce is an equal opportunity institution, and shall not discriminate unlawfully against any BUA 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 BUA:**

BUA hereby agrees as follows:

1. To admit and enroll BUA students in degree programs taught by BUA as part of this articulation agreement.
2. To provide BUA students with A&M-Commerce course and program listings through bulletin and web postings, advising materials, and other appropriate media.
3. To assist in advising BUA students desiring transfer through one or more designated BUA academic advisor(s).
4. To communicate to BUA 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 BUA 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 on-going or future degree or program availability.
6. To provide a list of prospective transfer students to A&M-Commerce, for communication purposes.
7. BUA 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. BUA is accredited by the Association of Biblical Higher Education (ABHE), and all BUA 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 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. All students receiving a bachelor's 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." 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; 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 BUA 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.

### **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:**

**Baptist University of the Americas**  
8019 S. Pan Am Expressway  
San Antonio, Texas 78224-1336  
Rene Maciel, President

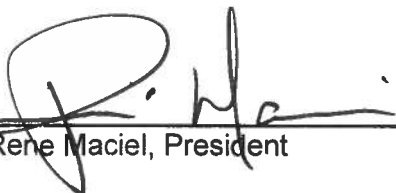
**Texas A&M University-Commerce**  
P.O. Box 3011  
Commerce, Texas 75429-3011  
Dr. Dan Jones, President

**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 the Agreement.**

IN WITNESS THEREOF, the parties execute this Agreement.

SIGNATURES:

BAPTIST UNIVERSITY OF THE AMERICAS

  
\_\_\_\_\_  
Rene Maciel, President

11/23/09  
\_\_\_\_\_  
Date

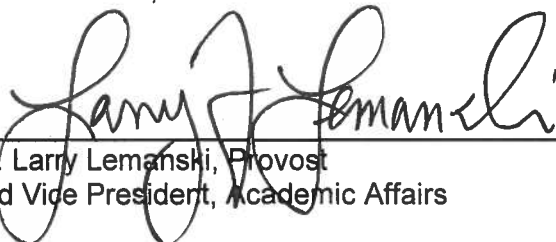
  
\_\_\_\_\_  
Dr. Javier Elizondo  
Executive Vice President and Provost

11/23/09  
\_\_\_\_\_  
Date

TEXAS A&M UNIVERSITY-COMMERCE

  
\_\_\_\_\_  
Dr. Dan Jones, President & CEO

11-23-09  
\_\_\_\_\_  
Date

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

11/23/09  
\_\_\_\_\_  
Date