

ARTICULATION AGREEMENT

between

HALLMARK COLLEGE

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 Hallmark College.

1. Purpose of Agreement:

The purpose of this Agreement is to enable Hallmark College 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 Hallmark 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 Hallmark College and A&M-Commerce.
3. To provide Hallmark College advisors with information and support in their role of assisting Hallmark College 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 Hallmark College chosen by Hallmark College.
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 Hallmark College in providing reverse transfer arrangements for any students transferring from Hallmark College to A&M-Commerce prior to earning a degree
9. Provide Hallmark College 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 Hallmark College 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 Hallmark College:

Hallmark College hereby agrees as follows:

1. To admit and enroll Hallmark College students in degree programs taught by Hallmark College as part of this articulation agreement.
2. To provide Hallmark College 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 Hallmark College students desiring transfer through one or more designated Hallmark College academic advisor(s).
4. To communicate to Hallmark College students completing degree programs, and desiring transfer to A&M-Commerce, A&M-Commerce academic requirements, policies, procedures, tuition and fees and that these are subject to change.
5. To communicate to Hallmark College 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. Hallmark College 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. Hallmark College is accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC) and all Hallmark College instructors are in compliance with criteria as described in the ACCSC's *Standards of Accreditation* Section III Educational Administration and Faculty Credentials. The ACCSC 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, of 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 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.

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 Hallmark College 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:** (All formal communication should be delivered in writing via United States Postal Service Certified mail, return receipt requested.)

Hallmark College
10401 IH-10 West
San Antonio, Texas 78230-1737
Joe Fisher, System President

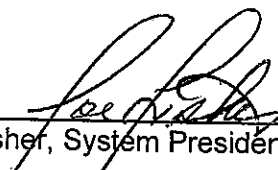
Texas A&M University-Commerce
P.O. Box 3011
Commerce, Texas 75429-3011
Dr. Dan Jones, President

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:

HALLMARK COLLEGE



Joe Fisher, System President

11/23/2009
Date



Chuck Carroll
Provost

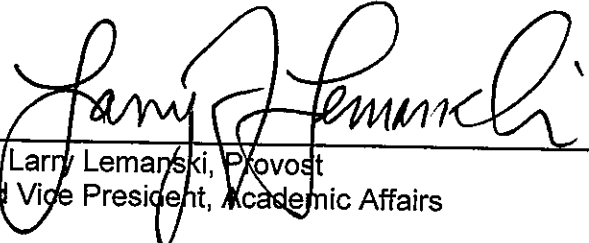
11/23/2009
Date

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