

ARTICULATION AGREEMENT

between

CISCO COLLEGE

and

TEXAS A&M UNIVERSITY– COMMERCE

for

THE BACHELOR OF APPLIED ARTS & SCIENCES (BAAS) DEGREE

This Agreement is made and entered into on December 17 2009, by and between **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 "**Cisco College**", a local government entity, hereinafter referred to as "*Cisco College*".

1. Purpose of Agreement:

The purpose of this Agreement is to enable Cisco College 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.

2. Terms of Agreement:

A. Responsibilities of A&M-Commerce:

A&M-Commerce hereby agrees as follows:

1. To admit and accept, in full, the course work as outlined in **Appendix A** those Cisco College 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. To develop and provide materials related to a seamless transition to the Bachelor of Applied Arts & Sciences degree program, leading to a Bachelor of Applied Arts & Sciences (BAAS) degree, in cooperation between Cisco College and A&M-Commerce.
3. Post on A&M-Commerce website the articulated Cisco College/A&M-Commerce community college 2-year academic planning guide.
4. To provide and teach A&M-Commerce courses articulated in this agreement.
5. To provide Cisco College advisors with information and support in their role of assisting Cisco College students with transfer and degree program advising.
6. To maintain on-going collaboration and monitoring of the program through the head/director of the A&M-Commerce Department of Applied Sciences.
7. 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*.
8. 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*.
9. 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.
10. A&M-Commerce will work with Cisco College in providing reverse transfer arrangements for any students transferring from Cisco College to A&M-Commerce prior to earning an associate degree.

11. Provide Cisco College students with scholarship and financial aid information through admission and advising materials.

12. 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 on-going or future offerings of the academic program outlined herein.

13. A&M-Commerce is an equal opportunity institution, and shall not discriminate unlawfully against any Cisco 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 Cisco College:

Cisco College hereby agrees as follows:

1. To admit and enroll Cisco College students in lower division courses taught by Cisco College as part of this articulated degree program.

2. To provide Cisco College students with A&M-Commerce course listings for this program through bulletin and web postings, advising materials, and other appropriate media.

3. To assist in advising Cisco College/A&M-Commerce students in this program through one or more designated Cisco College academic advisor(s).

4. To communicate to Cisco College students completing the Associate of Applied Arts & Sciences, and enrolling at A&M-Commerce, of 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.

5. To provide a list of prospective students to A&M-Commerce, for communication purposes, each fall, spring, and summer semesters.

6. Cisco 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. Course Delivery:

1. Each institution agrees to offer courses as outlined in the Articulation Degree Plan (**Appendix A**). Cisco College 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, Cisco College students transferring to A&M-Commerce must follow Cisco College, 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.

E. 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 Cisco College 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 institution. 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.

F. Compliance with SACS:

The following provisions are incorporated into this agreement:

1. Cisco College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACS-COC), and all Cisco College 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.

3. Term of Agreement:

This Agreement shall operate on an ongoing basis. It may only be modified by a written agreement signed by legally authorized officials of both institutions. The Agreement will operate as a commitment for each cohort admitted to A&M-Commerce for this combined degree.

4. Termination:

Upon implementation, this Agreement will continue on an annual basis until one of the parties' petitions, in writing, 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 Cisco 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 without formal written agreement of both parties.

8. Contacts:

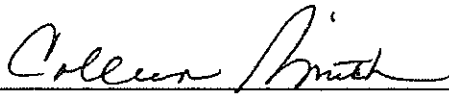
Cisco College
101 College Heights
Cisco, TX 76437
Dr. Colleen Smith, President

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:



Dr. Colleen Smith, President

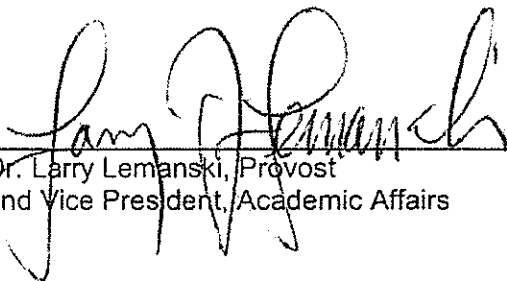
1-26-2010
Date

TEXAS A&M UNIVERSITY-COMMERCE



Dr. Dan Jones, President & CEO

2-20-2010
Date



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

2/19/10
Date