ARTICULATION & COLLABORATION AGREEMENT
BETWEEN
STEPHEN F. AUSTIN STATE UNIVERSITY
and
TYLER JUNIOR COLLEGE

Bachelor of Social Work Degree

This Articulation & Collaboration Agreement is made and entered by and between STEPHEN F. AUSTIN
STATE UNIVERSITY, an entity of the State of Texas, and TYLER JUNIOR COLLEGE, a local
government entity.

I. Purpose of Agreement

Stephen F. Austin State University, herein after referred to as “SFA”, Nacogdoches, Texas, and Tyler
Junior College, herein after referred to as “TJC”, Tyler, Texas, share a common interest in expanding
the availability of quality higher education to all Texans. Both entities agree to cooperate in furthering
this objective to the mutual benefit of their students.

This agreement provides guidelines and outlines areas of responsibility ensuring that students at TJC
can transfer completed courses to SFA without any loss of credit or recognition of approved courses
applied toward the Bachelor of Social Work (BSW) degree. This agreement further provides guidelines
and outlines areas of responsibility ensuring that students at SFA can transfer completed courses to TJC
without any loss of credit or recognition of approved courses applied toward associate degrees.
Additionally, this agreement lays the foundation for the offering by SFA of the upper-division
coursework necessary to obtain the BSW degree at the Tyler Junior College campus. Either institution
may propose additional cooperative activities that shall become part of the general agreement upon
being signed by both parties.

II. Terms

The parties to this agreement, SFA and TJC, agree to the terms and conditions set forth herein:

A. General

1. SFA and TJC will each designate an individual who will be responsible for the maintenance of
this agreement and sharing of information on the BSW and associate degrees, new courses
added to the degree programs, transcript evaluation, and other projects as needed.

2. The names of the designated persons are contained in Appendix 1. Any change to Appendix 1
shall not require renegotiating this agreement, and any such change made by one institution
shall be communicated in writing to the other.

3. To be eligible for the program, students must meet all SFA admission requirements, be
officially enrolled at SFA, and have an official transcript showing credit earned on file with the
SFA Registrar’s Office.

4. Both parties warrant that it is accredited by the Southern Association of Colleges and Schools
Commission on Colleges. Each party will notify the other in the event such accreditation ceases
to exist.
B. STEPHEN F. AUSTIN STATE UNIVERSITY agrees to:

1. admit and enroll TJC students in the BSW degree program that are determined by SFA to be qualified for admission to SFA and the BSW degree.

2. assist TJC transfer students in the transition from TJC into the SFA BSW program. This may involve informing students of and assisting them in the application for scholarships and in course registration.

3. provide necessary faculty and deliver a minimum of 42 credit hours, of which 36 will be upper-division coursework. These classes are limited to students enrolled in this BSW degree program delivered at TJC and may be offered in-person on the TJC campus or through distance education.

4. provide locations for field work convenient to students enrolled in the BSW program.

5. arrange and coordinate academic accommodations for qualified disabled students enrolled in SFA courses through the SFA Office of Disability Services. When TJC's ADA office assists with coordination of classroom accommodations, SFA will be responsible for all expenses and management of services arranged.

6. continue to accommodate TJC students into the BSW degree so long as this Agreement is in effect. Since SFA cannot guarantee the BSW program in perpetuity, this agreement does not constitute a binding contract regarding ongoing or future offerings of the academic program outlined herein.

7. SFA is an equal opportunity institution, and shall not discriminate unlawfully against any TJC student, applicant, or employee, nor shall it deny the benefits provided its own degree-seeking student to any person on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship or veteran status.

C. TYLER JUNIOR COLLEGE agrees to:

1. provide, upon request by SFA, syllabi for any courses covered by this articulation agreement.

2. deliver the agreed-upon lower-division coursework, including courses equivalent to SWK 210 and 215.

3. include SFA course listings for the BSW program in its electronic schedule of classes or on its website.

4. communicate to students enrolling in the BSW program about SFA academic requirements, policies, procedures, tuition and fees that will apply and may be subject to change, and to inform students that SFA future offerings cannot be guaranteed.

5. permit students enrolled in the BSW program to utilize existing facilities and student services at TJC such as library facilities, study carrels, computer labs, disability services (subject to the above), health services, etc.

7. TJC is an equal opportunity entity, and shall not discriminate unlawfully against any SFA student, applicant, or employee, nor shall it deny the benefits provided to its own students to any person on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship or veteran status.

D. Both Institutions agree to:

1. be responsible for their own employees, actions or inactions, and liability arising therefrom. The institutions will maintain their own insurance including workers' compensation, general liability, or such other coverages necessary for their own institutional liability. Neither institution waives any immunity it may be afforded under law as a governmental entity in the State of Texas.

2. maintain ongoing collaboration and monitoring of the program through the designated persons identified in Appendix I.

3. immediately notify appropriate officials at the relevant institution of any complaints of sexual harassment or discrimination alleged to be committed by students or employees of the other institution.

4. apply the policies and procedures of each institution to students enrolled with each institution. Disciplinary complaints falling under the jurisdiction of an institution shall be immediately referred to the appropriate officials.

5. collect tuition and applicable fees from students enrolled in their respective institutions.

6. provide the necessary academic advising services to students interested and/or enrolled in the social work programs of each institution.

7. initiate an annual review of this agreement to evaluate any changes in competencies, content, or standards.

8. strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code.

9. there shall be no exchange of monies or remuneration of any kind between the parties or the participants except as otherwise indicated herein.

10. comply with all laws regarding the confidentiality of the Student’s educational records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and to comply with all applicable laws in safeguarding any non-public, sensitive, and/or confidential information of Institution’s Faculty and Students which is in either Party’s possession or control in the same manner and to the same extent that it protects its own employees’ confidential or non-public sensitive information.

11. to the extent SFA employs TJC faculty/staff to conduct the courses held in the TJC facilities, permit TJC/SFA employees to use their assigned office space and equipment to facilitate instruction for both employers. TJC will be considered a contractor of SFA with regard to the storage of SFA student education records on TJC equipment and servers.
12. market the collaboration to current and prospective students. All marketing material must be approved by each institution’s respective public relations personnel prior to distribution. This may include personal visits and conferences on the TJC campus to promote the collaboration.

E. Transfer of Credit

1. This agreement provides a mechanism to enable students who have completed courses prescribed by this agreement to transfer those courses from TJC to SFA and, thereby, satisfy up to 66 semester hours credit toward the BSW degree.

2. Appendix 2 contains programs and courses covered by this agreement. Any change to Appendix 2 may be made by mutual written agreement of the Vice President for Academic Affairs at TJC and the Provost and Vice President for Academic Affairs at SFA.

3. This agreement provides a mechanism to enable TJC students who have earned enough credits to satisfy the Associate degree requirements to have those credits transferred back to TJC. This reverse transfer process expands the SFA and TJC partnership in that it will help increase student transfer rates to the university and raise associate degree completion rates for the college.

SFA and TJC agree to exchange information, within legal guidelines, about individual students with the goal of making students aware of the potential to satisfy associate degree requirements by transferring course work between both institutions.

SFA agrees to identify students who transfer from TJC with at least 30 hours and who have indicated on the ApplyTexas Application that they would automatically allow for their transcript to be sent to TJC once it has been determined that the student has completed 72 semester credit hours, and again upon graduation from SFA if they have not received an Associate degree. Once a student has achieved at least 90 semester credit hours, SFA shall follow the credit transfer for associate degree procedure in Tex. Gov't Code § 61.833 and any applicable rules.

SFA agrees to provide a contact person who is knowledgeable about Reverse Transfer and who can work with TJC to facilitate this process.

Annually, TJC agrees to provide a list of students who are awarded an Associate degree to SFA.

F. Facilities Use

1. In order to permit SFA to offer the upper-division coursework for the BSW degree, TJC hereby provides the non-exclusive use of appropriate instruction space, located at ADDRESS, as provided in the course schedule.

2. The days and time the classroom/lab will be made available may vary from semester-to-semester, based on availability and scheduling needs.

3. TJC will provide parking adjacent to the TJC campus for no charge to all faculty, staff and students participating in the BSW program.

4. SFA is permitted to use standard instructional equipment installed or located in the designated space at no cost to SFA. SFA will provide at its own expense consumables or specialized non-standard equipment.
5. SFA agrees to leave the designated space free and clear of food and instructional materials at the end of each class and comply with applicable building rules and regulations, a copy of which will be provided to SFA prior to the start of each academic year. TJC will provide a suitable space for the storage of SFA materials, including but not limited to the materials provided at the expense of SFA specified in Section F(4).

6. TJC will additionally provide adequate space for academic advising of students enrolled in the BSW program, and as may be mutually agreed upon through the course of the collaboration.

7. TJC agrees to provide standard services for the designated space and building during class hours and the building's standard hours of operation, including technical support for faculty and advisors: Monday – Friday 8 AM-10 PM and Saturday 8 AM – 5 PM.

8. TJC warrants that the facilities are compliant with the applicable provisions of the Americans with Disabilities Act, as amended, and that all facilities to be utilized by SFA are accessible to individuals with disabilities. TJC additionally warrants that the facilities meet all applicable provisions of the prevailing local fire code, safety codes, building codes, and zoning ordinances. TJC will regularly inspect its facilities for compliance with the applicable laws, rules and regulations, with specific emphasis on student, scholar, and faculty accessibility and safety.

G. Use of Name; Intellectual Property

1. The parties to this agreement agree and acknowledge that the name “Stephen F. Austin State University” is the property of SFA and the name “Tyler Junior College” is the property of TJC. Each party agrees and acknowledges that the other party may use the name of the other party in materials distributed to the public for the purpose of describing and marketing the program. In the event that one of the parties concludes that the other party’s use of the name of the other party is inappropriate, the other party shall desist from such use in the future and shall use its best efforts to replace such use as soon as practicable with an acceptable use.

2. Each party retains all rights, copyrights, title and interest to all intellectual property that is embodies or expressed in all curriculum design and curriculum materials for the courses each party provides, including, teaching and examination materials, program evaluation and assessment materials, and all other materials produced for each parties’ respective courses.

H. Terms of Agreement and Termination

1. This agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. This agreement shall be filed with SFA’s Records and Admissions offices and with the Provost and Vice President for Academic Affairs. This agreement shall be filed with TJC’s Office of the Coordinator of External Academic Affairs.

3. All required notices, demands, requests, and other communications shall be in writing and shall be deemed to have been given when personally delivered or mailed to the administrators of the respective institutions.

4. This agreement may be amended at any time in writing upon signature of authorized representatives of both institutions.
5. This Agreement is subject to termination by either party upon sixty days written notice of a material breach to the breaching party. Alternatively, this Agreement can be terminated at any time without cause by mutual consent of the parties or by either institution with notice by May 1 that the program will not be offered for the next academic year.

6. The laws of the State of Texas (U.S.A.) shall govern the interpretation and application of this Agreement. Any dispute arising out of this Agreement or its operation, performance or nonperformance shall be resolved in accordance with Texas law and venue shall be solely and exclusively in the courts located in Nacogdoches or Smith County, Texas, U.S.A.

7. In the event of termination and upon notice of termination of this Agreement, any TJC students who have matriculated prior to the termination or notice of termination or those TJC students who are seeking admission to this program shall be allowed to complete the application process, and, if admitted, receive the benefits provided by the terms of this Agreement, for up to one year after the effective date of termination.

IN WITNESS WHEREOF, the undersigned parties hereto have set their hands by and through their duly authorized officers on the date and year first recited above.

This agreement is in effect with these signatures.

Stephen F. Austin State University

Dr. Baker Pattilo
President

Dr. Richard Berry
Provost and Vice President for Academic Affairs

Dr. Kim Childs
Dean, College of Sciences and Mathematics

Dr. Freddie Avant
Director/Associate Dean, School of Social Work

Tyler Junior College

Dr. L. Michael Metke
President

Dr. Homer Hayes
Vice President of Academic Affairs

Dr. Kenneth Murphy
Dean, School of Engineering, Mathematics, and Sciences

Dr. Deborah Kelley
Chair, Behavioral Sciences
APPENDIX 1

Individuals Designated to Maintain This Agreement

1. TJC designates the following individual as the person responsible for maintaining this agreement. This designee shall contact the SFA designee no later than May 15 each year during the period for which this articulation agreement is in force for the purpose of carrying out the terms listed in other parts of this agreement.

   Dr. Deborah Kelley
   Department Chair, Behavioral Sciences
   Tyler Junior College
   P.O. Box 9020
   Tyler, TX 75711
   903-510-3275
   dkel@tjc.edu

2. SFA designates the following individual as the person responsible for maintaining this agreement. This designee shall be in contact with the TJC designee no later than May 15 each year for the purpose of carrying out the terms listed in other parts of this agreement.

   Dr. Freddie Avant
   Professor and Director/Associate Dean
   School of Social Work
   College of Education
   Stephen F. Austin State University
   P.O. Box 6104, SFA Station
   Nacogdoches, TX 75962
   936-468-5105
   favant@sfasu.edu
APPENDIX 2

Degree and Certificate Programs

Transfer of Courses

Core Courses
Core coursework will be transferred from TJC and applied toward SFA’s core requirements in accordance with the relevant rules set by the Texas Higher Education Coordinating Board. In cases where there is not an equivalent course at SFA, the course will be transferred as an en bloc and applied to the relevant core requirement.