AFFILIATION and ARTICULATION AGREEMENT BETWEEN
STEPHEN F. AUSTIN STATE UNIVERSITY
AND AUSTIN COMMUNITY COLLEGE

This Agreement is made and entered into on this ___ day of ___________,
2010, by and between STEPHEN F. AUSTIN STATE UNIVERSITY, an entity of the State of Texas, hereinafter referred to as "SFA" and AUSTIN COMMUNITY COLLEGE, a local government entity, herein after referred to as "ACC."

I. Purpose of Agreement

Stephen F. Austin State University, Nacogdoches, Texas, and Austin Community College, Austin, Texas, share a common interest in expanding the availability of quality higher education to all Texans. Both institutions agree to cooperate in furthering this objective to the mutual benefit of their students.

This affiliation and articulation agreement provides guidelines and outlines areas of responsibility ensuring that students at Austin Community College can transfer completed courses to Stephen F. Austin State University without any loss of credit or recognition of approved courses applied toward the Bachelor of Applied Arts and Sciences (BAAS) degree. Either institution may propose additional cooperative activities that shall become part of the general agreement upon being signed by both parties.

The parties to this agreement, Stephen F. Austin State University and Austin Community College, agree to the terms and conditions set forth herein:

II. Terms

A. General

1. Stephen F. Austin State University and Austin Community College will cooperate in the development of parallel course offerings that will facilitate the transfer of credit from Austin Community College to Stephen F. Austin State University and from Stephen F. Austin State University to Austin Community College.

2. Stephen F. Austin State University and Austin Community College will each designate an individual who will be responsible for the maintenance of this articulation agreement and sharing of information
on the BAAS degree, new courses added to the BAAS, transcript evaluation, and other projects as needed.

3. 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.

4. Stephen F. Austin State University and Austin Community College will promote the sharing of information between their respective faculty regarding program development, course development, and special activities related to the BAAS program at each institution.

5. To be eligible for the program, students must meet all SFA or ACC admission requirements, be officially enrolled at SFA or ACC, and have an official transcript showing credit earned on file with the SFA or the ACC records office.

6. Students must have completed the courses for which transfer credit is being requested within 36 months of the request for credit.

B. Stephen F. Austin State University agrees to:

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

2. provide courses necessary to maintain the degree track at ACC and/or through distance education on a rotating schedule beginning in the Fall 2011 semester.

3. provide faculty for the SFA courses taught at ACC or through distance education.

4. assist ACC students with course placement and advising on the campus of ACC or at a location agreed upon by both parties at specified times.

5. maintain ongoing collaboration and monitoring of the program through the Associate Dean in the College of Liberal and Applied Arts.

6. arrange and coordinate academic accommodations for qualified students enrolled in SFA courses through the SFA Office of Disability Services. When ACC’s ADA office assists with coordination of
classroom accommodations, SFA shall be responsible for all expenses and management of services arranged.

7. bill and collect from students participating in this program applicable SFA tuition and fees as adopted by the SFA Board of Regents.

8. remit to ACC $16.00 per semester credit hour for ACC students participating in this program who enroll in SFA courses taught at ACC or through distance education classes taught as part of this program. ACC will assist in identifying its students who are participating in this program, if necessary. The semester credit hour count will be made on the SFA census date (12th or 20th class day for fall and spring semesters, and 15th class day for summer terms) based on the number of students reported for funding purposes to the Higher Education Coordinating Board. A check will be remitted by the SFA Business Office within 30 days of the census count to an address designated by ACC. The amount of the remittal is subject to change, and is based on fees charged by SFA to students taking courses on its campus. The determination of the per semester credit hour remittance amount will be made on or about April 20 of each year, based on tuition and fees charged by Stephen F. Austin State University to students taking courses on its main campus. Students enrolled through SFA will be subject to the add/drop policies of SFA and refund policies associated therewith. The ACC remittance based on the above formula is provided as consideration for the use of facilities and agreed responsibilities to be assumed by ACC.

9. notify students involved in the program that SFA academic requirements, policies, procedures, tuition and fees are subject to change. Location of changed information can be found on the SFA website, bulletins, or other locations.

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

11. assist ACC transfer students in the transition from Austin Community College into the Stephen F. Austin State University BAAS program. This may involve informing students of and assisting them in the application for scholarships and in course registration.

12. prepare a yearly report by February 15th on the progress of Austin Community College BAAS degree transfer students to the Austin
Community College designee. (This information shall be furnished within the provisions of the Family Educational Rights and Privacy Act of 1974.) These data will be incorporated into the Austin Community College institutional effectiveness studies.

13. SFA 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 student to any person on the basis of race, color, national origin, ancestry, disability, marital status, age, or gender.

C. Austin Community College agrees to:

1. provide, upon request by Stephen F. Austin State University, course syllabi for any courses covered by this articulation agreement.

2. assist in advising SFA/ACC students in this program through a designated ACC academic advisor.

3. provide classroom space for SFA courses.

4. provide space and technical support for SFA faculty and advisors.

5. communicate to students enrolling in the BAAS 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.

6. maintain ongoing collaboration and monitoring of the program through the Office of the Coordinator of External Academic Affairs.

7. provide all appropriate student services. If students enrolled in SFA classes may receive health services through ACC, ACC will collect the appropriate fee for those services.

8. provide basic library services with appropriate sharing with SFA. SFA online library services may be used by SFA-enrolled students as well.

9. assist with the coordination of classroom accommodations when available through ACC’s Office of Disability services. SFA will be responsible for all expenses and management of any services arranged.
10. designate a representative to visit the Stephen F. Austin State University campus at least once each academic year for the purposes of sharing information about respective programs, course updates, student performance of Austin Community College transfer students, and visiting with those students. The Austin Community College faculty may accompany the Austin Community College designee on this campus visit.

11. assist Stephen F. Austin State University in arranging conferences and visits on Austin Community College’s campus with prospective BAAS degree students.

12. schedule appointments through the designated representative with Austin Community College students, faculty, and staff for the purposes of sharing information, discussing ideas, and other activities of mutual interest to our respective programs.

13. ACC 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 student to any person on the basis of race, color, national origin, ancestry, disability, marital status, age, or gender.

C. 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 of the State of Texas.

2. be responsible for legally required physical accessibility requirements of their public facilities pursuant to the Americans with Disabilities Act or other applicable law.

3. conduct an annual program review not later than the 15th day of February each year.

4. 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.
5. 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 referred to the appropriate officials.

D. Transfer of Credit

1. This articulation agreement provides a mechanism to enable students who have completed courses prescribed by this agreement to transfer those courses from Austin Community College to Stephen F. Austin State University and, thereby, satisfy up to the first 66 semester hours credit of the BAAS degree.

2. The table attached as Appendix 2 contains courses covered by this articulation agreement, and the transfer guarantee contemplated in the previous section. Any change to the table in Appendix 2 may be made by mutual written agreement of the Dean of University Studies at Austin Community College and the Provost and Vice President for Academic Affairs at Stephen F. Austin State University.

3. The respective designee of each institution will initiate a biennial review of this agreement to evaluate any changes in competencies, content, or standards.

E. Term of Agreement and Termination

1. This agreement shall be filed with the Records and Admissions offices at SFA and ACC, and with the Provost and Vice President for Academic Affairs at SFA and with the Office of University Studies at ACC.

2. 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.

3. This agreement may be amended at any time or may be terminated by either party by providing one year’s written notice.

4. 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.
5. The laws of the State of Texas (U.S.A.) shall govern the interpretation and application of this Agreement. Venue for any dispute arising out of this Agreement or its operation, performance or nonperformance shall be held solely and exclusively by the courts located in Nacogdoches or Travis County, Texas, U.S.A.

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.
Approved by:

1. __________________________
   Dr. Baker Pattillo
   President
   Stephen F. Austin State University

2. __________________________
   Dr. Richard Berry
   Provost and Vice President for Academic Affairs
   Stephen F. Austin State University

3. __________________________
   Dr. Brian Murphy
   Dean, College of Liberal and Applied Arts
   Stephen F. Austin State University

4. __________________________
   Dr. H. Stephen Cooper
   Associate Dean, College of Liberal and Applied Arts
   Stephen F. Austin State University

5. __________________________
   Dr. Stephen B. Kinslow
   President
   Austin Community College

6. __________________________
   Executive Vice President and Provost
   Austin Community College

7. __________________________
   Austin Community College

8. __________________________
   Austin Community College
APPENDIX 1

Individuals Designated to Maintain This Agreement
April, 2010

1. Austin Community College designates the following individual as the person responsible for maintaining this agreement. This designee shall contact the Stephen F. Austin State University designee no later than February 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.

2. Stephen F. Austin State University designates the following individual as the person responsible for maintaining this agreement. This designee shall be in contact with the Austin Community College designee no later than February 15 each year for the purpose of carrying out the terms listed in other parts of this agreement.

Dr. H. Stephen Cooper
P.O. Box 13033, SFA Station
Nacogdoches, TX 75962-3033
936-468-2803
scooper@sfasu.edu