AFFILIATION AGREEMENT BETWEEN

STEPHEN F. AUSTIN STATE UNIVERSITY

AND PANOLA COLLEGE

This Agreement is made and entered into on this ___ day of _________, 200___, by and between STEPHEN F. AUSTIN STATE UNIVERSITY, an entity of the State of Texas, hereinafter referred to as “SFA” and PANOLA COLLEGE, a local government entity, hereinafter referred to as “PC”.

1. Purpose of Agreement:

The purpose of this agreement is to form a collaboration between Stephen F. Austin State University and Panola College for the joint partnership and development in the area of GEOSPATIAL-ENVIRONMENTAL TECHNOLOGY. Students will enroll in GEOSPATIAL-ENVIRONMENTAL TECHNOLOGY at PANOLA COLLEGE and will earn academic credit through Panola College leading to a degree or certification at Panola College. Panola College will deliver agreed-upon lower level courses towards a GEOSPATIAL-ENVIRONMENTAL TECHNOLOGY, while SFA will work directly with PANOLA COLLEGE in the development of multiple teaching methods. SFA also will provide the appropriate technology and professional development to the users. SFA will also coordinate efforts in securing external funding for course development, travel, recruitment, and equipment and instructional materials. Both SFA and Panola College acknowledge the value of education and the development of partnerships and shared technology between the institutions.
2. Terms of Agreement:

A. Responsibilities of SFA:

SFA hereby agrees as follows:

1. To provide leadership in the development of courses in GEOSPATIAL-ENVIRONMENTAL TECHNOLOGY taught at Panola College and/or through distance education or face-to-face classes on a rotating schedule.

2. To assist Panola College in advising and recruiting students for this highly technical program.

3. To provide professional expertise and assistance in developing appropriate course materials and delivery systems.

4. To provide lab space as needed for certain courses.

5. To maintain ongoing collaboration and monitoring of the program through the SFA Dean of the College of Forestry and Agriculture.

B. Responsibilities of Panola College:

Panola College hereby agrees as follows:

1. To work with Stephen F. Austin State University in the development of a GEOSPATIAL/ENVIRONMENTAL TECHNOLOGY CERTIFICATION.

2. To provide space and technical support for faculty and advisors at Panola College.

3. To maintain ongoing collaboration and monitoring of the program through the Vice President of Instruction or designee.

4. To provide appropriate student services.
5. To provide basic library services with appropriate sharing with Panola College & SFA and online Library services may be used by enrolled students.

6. Panola College is an equal opportunity institution, and shall not discriminate unlawfully against any 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

1. Each institution shall be responsible for its own employees, their actions or inactions, and liability arising therefrom. The institutions will maintain their own insurance including workers’ compensation, general liability, or such other coverage’s necessary for their own institutional liability. Neither institution waives any immunities it may be afforded under law as governmental entities in the state of Texas.

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

3. The Vice President of Instruction or designee at Panola College and the appropriate academic officials from SFA, will negotiate the calendar each semester.

4. Officially each institution will review the program no later than the 15th day of February each year.
5. Each party agrees to 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.

6. The policies and procedures of each institution shall apply to students enrolled with each institution shall be referred to the appropriate officials.

3. Term of Agreement:

This Agreement shall operate from year to year with annual review. It may only be modified by a written agreement signed by legally authorized officials of both institutions. The Agreement will operate as a commitment of no more than one year at a time.

4. Termination.

This Agreement is subject to termination by either party upon sixty (60) days written notice of the parties, or by either institution with notice by May 1st that the program will not be offered for the next academic year.

5. Dispute Resolution.

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 is operation, performance or non-performance shall be resolved solely and exclusively by the courts located in Nacogdoches, Shelby or Panola 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.