Date of Receipt: 03-01-13  By: AM

Contract Name: **Articulation Agreement - Tyler Junior College** (for BAAS degree)

Department: Liberal & Applied Arts □ ORSP

Contact: Brian Murphy  Ext. 2803

Performance Date: 

Return Deadline: _______________ □ ASAP

- □ Stan. Addendum  □ Stan. Other  □ Interagency/local  □ Other

Comments: Acquire for signature

APPROVED AS TO FORM:

General Counsel

Route to: 2 - President  □ ORSP  □ VPUA  □ VPFA

_ _ VPAA  _ _ VPA  _ _ Other 

After Signature Return to: □ ORSP, Ext. 6606

TO: Provost Richard Berry

SUBJECT: MOU

FROM: Brian Murphy

The College of Liberal & Applied Arts has signed an articulation agreement with Tyler Junior College (TJC) to facilitate the transfer and recognition of courses for the BAAS degree. The agreement has been signed by our counterparts at TJC and requires the corresponding SFA signatures. Damon Derrick has already reviewed the MOU and approves. Two signatures remain, yours and the President's. Once these signatures are acquired, a copy of the original needs to be sent to TJC and the SFA copy will be retained by Steve Cooper.

Thanks for your help. Please let me know if you have any questions.
ARTICULATION AGREEMENT
BETWEEN
STEPHEN F. AUSTIN STATE UNIVERSITY
and
TYLER JUNIOR COLLEGE

Bachelor of Applied Arts and Sciences (BAAS) Degree

This Articulation 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 articulation 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 Applied Arts and Sciences (BAAS) 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. 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 articulation agreement and sharing of information on the BAAS 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.
B. STEPHEN F. AUSTIN STATE UNIVERSITY agrees to:

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

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

3. maintain ongoing collaboration and monitoring of the program through the SFA Associate Dean in the College of Liberal and Applied Arts and the TJC Dean in the School of Professional and Technical Programs.

4. continue to accommodate TJC 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.

5. 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, national origin, ancestry, disability, marital status, age or gender.

C. TYLER JUNIOR COLLEGE agrees to:

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

2. 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.

3. maintain ongoing collaboration and monitoring of the program through the SFA Associate Dean in the College of Liberal and Applied Arts and the TJC Dean in the School of Professional and Technical Programs.

4. 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 its own students to any person on the basis of race, color, national origin, ancestry, disability, marital status, age or gender.

D. Both Institutions agree to:

1. be responsible for their own employees, actions or inactions, and liability arising there from. 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. conduct an annual program review.

3. 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 referred to the appropriate officials.

5. initiate a biennial review of this agreement to evaluate any changes in competencies, content, or standards.

6. 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.

7. there shall be no exchange of monies or remuneration of any kind between the parties or the participants.

8. 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.

E. 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 TJC to SFA and, thereby, satisfy up to 66 semester hours credit toward the BAAS degree.

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

3. This articulation 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. Terms of Agreement and Termination

1. 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 Provost.

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 in writing upon signature of authorized representatives of both institutions.

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. 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.

Signatures on following page
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 Pattillo  
President

Dr. Richard Berry  
Provost and Vice President for Academic Affairs

Dr. Brian Murphy  
Dean, College of Liberal and Applied Arts

Dr. H. Stephen Cooper  
Associate Dean, College of Liberal and Applied Arts

**Tyler Junior College**

Dr. L. Michael Metke  
President

Dr. Homer Hayes  
Provost

Dr. W. Clayton Allen  
Dean, School of Professional and Technical Programs
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. W. Clayton Allen  
   Dean  
   School of Professional and Technical Programs  
   Tyler Junior College  
   P.O. Box 9020  
   Tyler, Texas 75711-9020  
   (903) 510-2507  
   call2@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. H. Stephen Cooper  
   Associate Dean  
   College of Liberal and Applied Arts  
   Stephen F. Austin State University  
   P.O. Box 13033, SFA Station  
   Nacogdoches, TX 75962-3033  
   936-468-2803  
   scooper@sfasu.edu
APPENDIX 2

Degree and Certificate Programs

The following TJC degree and certificate programs are covered by this agreement:

School of Professional and Technical Programs
Associate of Applied Science in Automotive Technology
Associate of Applied Science in Business Management
Associate of Applied Science in Emergency Medical Services Professions
Associate of Applied Science in Engineering Design Technology
Associate of Applied Science in Fire Protection Technology
Associate of Applied Science in Game and Simulation Development – Graphics
Associate of Applied Science in Game and Simulation Development – Programming
Associate of Applied Science in Graphic Design/Photography
Associate of Applied Science in Health Information Technology
Associate of Applied Science in Heating, Air Conditioning and Refrigeration Technology
Associate of Applied Science in Law Enforcement Investigations
Associate of Applied Science in Medical Office Management
Certificate of Proficiency in Paramedic
Associate of Applied Science in Power Plant Technology
Associate of Applied Science in Process Piping Design
Associate of Applied Science in Paralegal
Associate of Applied Science in Professional Tennis Management
Associate of Applied Science in Sign Language Interpreting
Associate of Applied Science in Surveying and Mapping Technology
Associate of Applied Science in System Administration
Associate of Applied Science in WAN Technology
Associate of Applied Science in Web Development
Associate of Applied Science in Welding Technology

School of Nursing and Health Sciences
Associate of Applied Science in Dental Hygiene
Associate of Applied Science in Diagnostic Medical Sonography Technology
Associate of Applied Science in Human Services – Addiction Counseling
Associate of Applied Science in Medical Laboratory Technology
Associate of Applied Science in Radiologic Technology
Associate of Applied Science in Respiratory Care
Associate of Applied Science in Surgical Technology
Certificate of Proficiency in Surgical Technology
Associate of Applied Science in Vision Care Technology

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. The exceptions to this include the following:
• BIOL 1406 and 1407 will be transferred as BIO 121 and 123, respectively
• CHEM 1406 will be transferred as CHE 111
• MATH 1332 and 1333 will be transferred as MTH 110
• SPCH 1311 and 1321 will be transferred as COM 111

**Workforce Education Courses (WECM)**

Workforce education courses (WECM) will be transferred en bloc and applied to the area of specialization. This does not include continuing education courses. In most cases, students will receive up to 36 hours credit for WECM coursework. Credit for WECM coursework is only applicable to the BAAS degree.