

**AFFILIATION AGREEMENT BETWEEN
STEPHEN F. AUSTIN STATE UNIVERSITY
AND TYLER JUNIOR COLLEGE**

This Agreement is made and entered into on this 20 day of May, 2008, by and between STEPHEN F. AUSTIN STATE UNIVERSITY, an entity of the State of Texas, hereinafter referred to as "SFA" and TYLER JUNIOR COLLEGE, a local government entity, herein after referred to as "TJC."

1. Purpose of Agreement:

The purpose of this Agreement is to enable students through enrollment in lower level courses in general education and social work at TJC to matriculate as SFA students enrolled in a Bachelor of Social Work Degree program through SFA at the TJC campus. TJC students enrolled in this program will be permitted to earn academic credit through SFA on the TJC campus, which can be applied toward SFA's degree requirements, pursuant to its academic policies and procedures, as amended. TJC will deliver agreed-upon lower level courses, while SFA will deliver upper level courses. SFA will deliver a minimum of 42 total hours, of which 36 of those hours must be advanced. SFA delivered classes will be limited to students enrolled in this Bachelor of Social Work degree program delivered at TJC, and must meet SFA admission requirements. SFA may change its admissions requirements, academic program requirements, tuition and fees, or other policies; therefore, it is important that the program be reviewed annually, not later than the 15th day of February. Both SFA and TJC acknowledge the value of a seamless educational degree program between the institutions, as well as the convenience of offering SFA courses at the TJC campus.

2. Terms of Agreement:

A. Responsibilities of SFA:

SFA hereby agrees as follows:

1. To admit and enroll those TJC students enrolled in this specific seamless degree program that are determined by SFA to be fit and qualified for admission to SFA and matriculate in the Bachelor of Social Work degree program.

2. To develop a brochure describing the seamless transfer of TJC students in to the SFA Bachelor of Social Work degree program in cooperation between TJC and SFA.
3. To provide courses to be taught at TJC and/or through distance education on a rotating schedule. Initially, it is anticipated that 6 hours of SFA coursework will be provided under this program in the Spring 2005 semester. Beginning in the Fall 2005 semester, all courses required to maintain degree track will be offered to students on the TJC campus.
4. To assist TJC students with desired course placement and advising on the campus of TJC at specified times.
5. To provide faculty for the SFA courses taught at TJC or through distance education.
6. To provide lab space as needed for certain courses.
7. To maintain ongoing collaboration and monitoring of the program through the Director of the Social Work degree program.
8. To arrange and coordinate academic accommodations for qualified disabled students enrolled in SFA courses through the SFA Office of Disability Services. When TJC college's ADA office assists with coordination of classroom accommodations, SFAU will be responsible for all expenses and management of services arranged.
9. To bill and collect from students participating in this program applicable SFA tuition and fees as adopted by the SFA Board of Regents.
10. To remit to TJC \$16.00 per semester credit hour for TJC students participating in this program who enroll in SFA courses taught at TJC or through distance education classes taught as part of this program. TJC 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 (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 the following TJC address:

Tyler Junior College
Business Services
P. O. Box 9020
Tyler, Texas 75711

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 TJC remittance based on the above formula is provided as consideration for the use of facilities and agreed responsibilities to be assumed by TJC.

11. To remind 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.
12. SFA 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 ongoing or future offerings of the academic program outlined herein.
13. SFA will provide locations for field work convenient to students who are enrolled in this program at TJC.
14. 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 students to any person on the basis of race, color, national origin, ancestry, disability, marital status, age or gender.

B. Responsibilities of TJC:

TJC hereby agrees as follows:

1. To admit and enroll TJC students enrolled in lower division courses taught by TJC as part of this seamless degree program.
2. To include SFA course listings from this program in the TJC printed and electronic schedule of classes.
3. To assist in advising SFA/TJC students in this program through a designated TJC academic advisor.
4. To provide classroom space for SFA courses.
5. To provide space and technical support for faculty and advisors.

6. To communicate to students enrolling in the SFA portion of this program that SFA academic requirements, policies, procedures, tuition and fees will apply and may be subject to change, and that SFA cannot guarantee the program in perpetuity, so future offerings cannot be guaranteed.
7. To maintain ongoing collaboration and monitoring of the program through the Office of the Coordinator of External Academic Affairs.
8. To provide all appropriate student services. If students enrolled in SFA classes may receive health services through TJC, TJC will collect the appropriate fee for those services.
9. To provide basic library services with appropriate sharing with SFA. SFA on-line library services may be used by SFA enrolled students as well.
10. TJC college's ADA office will assist with coordination of classroom accommodations when available. As stated above, SFAU will be responsible for all expenses and management of services arranged.
11. TJC is an equal opportunity institution, and shall not discriminate unlawfully against any SFA 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, 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 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 calendar will be negotiated each semester by the department chairs or other appropriate academic officials from each institution.
4. Annual program review not 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. Disciplinary complaints falling under the jurisdiction of an 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 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. 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 its operation, performance or nonperformance shall be resolved solely and exclusively by the courts located in Nacogdoches or Smith 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.

STEPHEN F. AUSTIN STATE UNIVERSITY

Baker Pattillo, President

Date

TYLER JUNIOR COLLEGE



L. Michael Metke, President

5-20-08

Date