

## **MEMORANDUM OF UNDERSTANDING**

### **THE UNIVERSITY OF TEXAS AT TYLER HOUSTON ENGINEERING CENTER AND SAN JACINTO COMMUNITY COLLEGE DISTRICT**

This Memorandum of Understanding (“Agreement”) is made and entered into on this 31<sup>st</sup> day of January 2014 by and between **The University of Texas at Tyler**, an agency and institution of higher education authorized under the laws of Texas ( hereinafter referred to as “UT Tyler”), and **San Jacinto Community College District**, a public community college organized under Section 130.004(a) of the Texas Education Code, (hereinafter referred to as “SJCCD”), (collectively referred to as “Parties”) to provide an effective pathway for SJCCD students to earn a baccalaureate engineering degree at the UT Tyler Houston Engineering Center.

WHEREAS, UT Tyler has been authorized by the Texas Higher Education Coordinating Board (THECB) and the Board of Regents of The University of Texas System to offer its approved baccalaureate level engineering degrees at the Houston Engineering Center (the Center) in Houston, Texas;

WHEREAS, it is the desire of both parties, as approved by appropriate action of the Board of Trustees at SJCCD and the Board of Regents of The University of Texas System, and it is for the educational benefit of the citizens in the greater Houston area, and in particular students in the San Jacinto district, that the parties cooperate to provide unduplicated degree programs and courses leading to the baccalaureate degree at the Center;

WHEREAS, the parties hereby identify and agree to the basic commitments and obligations set forth in this Memorandum of Understanding.

NOW, THEREFORE, for and in consideration of the premises and in further consideration of the matters hereafter set forth, SJCCD and UT Tyler hereby stipulate and agree as follows:

#### **1. INTENTIONS**

UT Tyler and SJCCD seek to establish a cost-effective pathway for SJCCD students to pursue a baccalaureate engineering degree through the UT Tyler Houston Engineering Center (“Center”) located on Hayes Road in West Houston (“Alief Campus”). The Center provides a significant education and research presence in Houston through which students will be able to obtain baccalaureate level engineering degrees. The primary objective of the Center is to deliver upper division coursework to students who have completed the statewide Associate of Science in Engineering Science degree program, or are otherwise able to transfer to UT Tyler, and are seeking to complete a baccalaureate degree in selected fields of engineering.

#### **2. ACADEMIC PROGRAM**

- a. **UT Tyler will offer upper division civil engineering, electrical engineering, and mechanical engineering completion curricula that lead to the award of the ABET accredited civil engineering, electrical engineering, and mechanical engineering baccalaureate degrees.**
  - b. **All engineering courses offered through the Center will be subject to the same academic standards and rigor as engineering courses taught at other UT Tyler campuses and will be taught by faculty duly appointed by UT Tyler in accordance with its policies and procedures.**
  - c. **Individuals seeking to continue their engineering program studies through the Center must either:**
    - i. **Be enrolled in the statewide Associate of Science in Engineering Science degree program at SJCCD at the time they apply for admission to UT Tyler;**
    - ii. **Apply to UT Tyler through ApplyTexas; and**
    - iii. **Complete the Associate of Science in Engineering Science degree program at SJCCD before being admitted to UT Tyler.**
- or**
- i. **Apply to UT Tyler through ApplyTexas as a transfer student; and**
  - ii. **Satisfactorily complete all lower division engineering, mathematics, and science coursework identified in the ASES degree or statewide articulation compacts through SJCCD.**

**Students who complete the prescribed ASES curriculum with an overall GPA of at least 2.5 and no grade lower than C are automatically admitted to the program upon the submission of a completed application for admission to the program.**

- d. **On a case-by-case basis, students can enroll in upper division courses at UT Tyler as a dual enrolled or transient student prior to completing a degree at SJCCD if they have completed all prerequisite courses for the course in which they intend to enroll. Transient students who later wish to be admitted into the program must meet all eligibility and admissions requirements as set forth herein.**
- e. **Individuals admitted into the program are classified as UT Tyler students and subject to UT Tyler rules and regulations, including its student code of conduct.**
- f. **The Parties will collaborate in developing and offering engineering courses through the Center and at SJCCD to enhance student preparedness for successful completion of engineering courses taught at the Center. UT Tyler and SJCCD shall each designate one**

or more individuals to serve as liaison(s) to facilitate communications between UT Tyler and SJCCD with regard to the terms and conditions of this agreement.

- g. Notwithstanding any of the provisions above, SJCCD students will be encouraged to actively participate in engineering student activities made available by UT Tyler.
- h. Both parties will comply with all applicable regulations and rules required of the Texas Higher Education Coordinating Board in order to fulfill compliance obligations relating to this Agreement.

### **3. ACADEMIC ADVISING**

SJCCD will advise students regarding lower division pre-engineering courses offered by SJCCD. UT Tyler will advise all students pursuing its upper division courses for the engineering completion curriculum. UT Tyler and SJCCD advisors will collaborate when questions arise regarding course equivalency. Further, UT Tyler will encourage students residing in the SJCCD service district to take lower division courses contained in the completion curricula through SJCCD.

### **4. SCHOLARSHIPS**

- a. To the extent available funds exist, the Parties agree to establish and offer joint, non-need-based academic scholarships to be awarded, in their sole discretion, to qualified SJCCD students who intend to and do pursue their engineering studies at the Center.
- b. The Parties agree to jointly (i) develop the scholarship eligibility criteria, (ii) select scholarship recipients, and (iii) determine the recipient's continued scholarship eligibility.
- c. UT Tyler and SJCCD shall enter into a separate agreement to address the foregoing scholarship obligations.

### **5. MARKETING AND RECRUITING**

- a. The Parties agree to collaborate in actively promoting and marketing the Center within the San Jacinto Community College District. Recruitment and marketing materials and activities will advance and be consistent with the goals and objectives of the Center as set forth in this Agreement.
- b. A party's logos and/or symbols may not be used in marketing and recruitment activities unless prior written authority is obtained from the appropriate party.

### **6. GENERAL PROVISIONS**

- a. **Entire Agreement.** This Agreement constitutes the entire agreements between the Parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements.
- b. **Amendment.** No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- c. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Either party may enter into contracts for the purpose of obtaining services, equipment, materials, merchandise, or products required for the performance of this Agreement and such contracts will not be considered an assignment. The party entering into such contracts shall not be relieved from the performance of any obligation or duty required of that party by this Agreement.
- d. **Compliance.** The Parties will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
- e. **Governing Law.** The validity, interpretation, performance, and enforcement of this Agreement will be governed by the laws of the State of Texas.
- f. **This Agreement may be executed in duplicate copies, each of which shall be deemed an original.**
- g. **No Financial Implication.** No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this agreement. UT Tyler and SJCCD are separate and independent institutions of higher education and intend to remain so.
- h. **Severability.** If any of the provisions or portions of this agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

## **7. TERM AND TERMINATION**

- a. Upon execution of this Agreement by each party, this Agreement shall remain in effect for a period of five (5) years (the "Initial Term") unless terminated earlier by either institution as provided in subsection (b) below. Upon expiration of the Initial Term this Agreement shall renew, subject to the approval of the governing body for each Party, as may be required, for successive five (5) year increments (each a "Renewal Term") for up to twenty (20) years.

- b. Neither party may terminate this Agreement on or before June 1, 2015 without cause. After that date, either party may terminate this Agreement for convenience as hereinafter provided. Termination by one party shall be effected by giving the other institution at least one (1) year advance written notice of its intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of that one (1) year; or (b) when all students enrolled in a course of study under the Agreement at the time of such notice have been given reasonable time to complete their respective courses of study under the Agreement, whichever event occurs last.
- c. In accordance with the terms of the above termination subsection (b), UT Tyler will continue to teach the courses included in the program of study until such time as students enrolled in the program at the time of the notice of termination may complete the program of study within a reasonable period of time.
- d. If this Agreement is terminated, neither UT Tyler nor SJCCD shall be liable to the other for any monetary or other losses which may result from the termination or that have been incurred as a result of the Agreement.

**EXECUTED** by The University of Texas at Tyler and San Jacinto Community College District.

The University of Texas at Tyler:

San Jacinto Community College District:

By: Rodney H. Mabry  
Rodney Mabry, Ph.D., President

By: Brenda Hellyer  
Brenda Hellyer, Chancellor

Date: 2-14-2014

Date: 3-4-14

Achieving the Dream institutions.

#### Learn More

Knowledge Center  
Achieving Success (Policy Newsletter)  
Data Notes (Data Newsletter)  
Cutting Edge Series  
Principles and Practices of Student  
Success

#### Tools

Data Tools  
Self-Assessments  
Annual Reflection Instructions  
Implementation Proposal Instructions

#### About

Overview  
History  
Approach  
Institutional Change  
Policy Change  
Knowledge Development  
Public Engagement  
In the News  
Form 990

#### Results

Colleges  
Policy

#### Get to Know Us

Board of Directors  
Staff  
Colleges  
States  
Coaches  
Advisors  
Founding Partners  
Investors

#### Get Involved

Attend  
Join  
Work  
DREAM 2014

#### Achieving the Dream, Inc.

8403 Colesville Road, Suite 450  
Silver Spring, Maryland 20910-6331  
Phone (240) 450-0075  
Fax (240) 450-0076

[Email us](#)

[Directions](#)



© 2012, Achieving the Dream  
Site by [Grand Junction Design](#)