

THE STATE OF TEXAS     §  
COUNTY OF CAMERON     §

**Agreement Between  
Texas Southmost College  
And  
Texas A&M University - College Station**

This **AGREEMENT** is made and entered into by and between the Texas A&M University-College Station, and its College of Engineering, having a place of business at 3126 Texas A&M University, College Station, TX 77843-3126, hereinafter referred to as "TAMU-CS" and "COE", and Texas Southmost College, having a place of business at 80 Fort Brown Street, Brownsville, TX 78520, hereinafter referred to as "TSC", each of the aforementioned being referred to individually as the "Party" or collectively as the "Parties".

Now therefore, in consideration of the foregoing premises and the mutual promises and covenants in this agreement, the Parties agree as follows:

**1. SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY:**

To collaborate in the establishment of the Texas A&M Engineering Academy at TSC, hereinafter referred to as the "Academy". The following agreement between COE and TSC defines a co-enrollment program for the students selected by Texas A&M University and will guarantee admission to TAMU-CS for the students who successfully complete the program requirements. In addition, the program will provide an opportunity for both Parties to work collaboratively to improve reverse transfer processes (Appendix A. 13) that could enhance the number of Associate Degrees awarded by TSC. The program will be known as the Texas A&M Engineering Academy at Texas Southmost College.

TSC and COE desire to maximize the success of students pursuing an engineering career and create a seamless education experience between the two institutions. In pursuit of their individual missions, the Parties desire to engage in cooperative education and programmatic activities for the benefit of both Parties as set forth below.

The following individuals will designate coordinators responsible for the development of the Academy and implementation of this agreement;

**For Texas A&M University – College Station:**

Karan L. Watson, Ph.D., P.E.  
Provost and Executive Vice President

**For Texas Southmost College:**

Lily F. Tercero, Ph.D.  
President

**For the Texas A&M College of Engineering:**

M. Katherine Banks, Ph.D., P.E.  
Vice Chancellor and Dean of Engineering  
Director, Texas A&M Engineering Experiment Station

2. **TERMS OF AGREEMENT:**

This agreement shall commence on 1 April 2016 and terminate on 6 June 2021. Prior to its termination, this agreement may be terminated by either institution when written notice of its intent to terminate is provided no later than one year prior to the desired date of termination. A discussion of the renewal of this agreement will begin 180 days prior to the termination date. Upon termination of the agreement, participants will be provided a pathway to complete the program through the first summer session of the second year following initial enrollment in the Academy.

Termination may also occur if one of the parties breaches this Agreement. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. If a party breaches this Agreement, the non-breaching party shall give written notice to the breaching party describing the nature of the breach and, to the extent such breach is curable, give the breaching party thirty (30) calendar days to cure the breach. If at the end of this thirty (30) day period the breach has not been cured, this Agreement shall terminate. The failure of either party to notify the other party of a breach within 10 calendar days following the time it first becomes aware of such breach shall act as a waiver of such breach. If this Agreement is terminated during an academic term, students will be allowed to finish coursework for the remainder of the academic term under the Agreement.

3. **ASSIGNMENT:**

Neither party may assign their interest in this Agreement without the written permission of the other party.

4. **INDEMNIFICATION:**

To the extent permitted by the laws and Constitution of the State of Texas, the parties agree to indemnify each other against and hold each other harmless from, any claim, expenses or loss based upon or arising from anything done or omitted, or allegedly done or omitted, by TAMU-CS or TSC, and their respective faculty, students, agents or employees in acting under this Agreement.

5. **WAIVER:**

Except as provided in Section 2 above, the failure of any party hereto to exercise the rights granted them herein upon occurrence of any of the contingencies set for in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

6. **APPLICABLE LAW:**

This Agreement all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

7. **PAROL EVIDENCE AND STATUS OF AGREEMENT:**

This Agreement represents the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement duly executed in writing

8. **RESPONSIBILITIES OF THE PARTIES:**

COE and TSC will work collaboratively to:

**A. Programmatic**

- a) Establish the Engineering Academy on the TSC campus.
- b) Review and improve the reverse transfer process through formalized procedures that are established jointly by COE and TSC.
- c) Ensure engineering courses provided through the Academy program itself are only taught by COE Faculty and that enrollment into these courses will be limited to students admitted by Texas A&M to participate in the Academy.
- d) Explore opportunities for faculty training/shadowing where course expertise can be shared in a collaborative environment for the benefit of the Academy.
- e) Establish an Oversight and Coordination Committee (OCC) consisting of TSC and COE representatives as defined in the agreement.
- f) Establish a Steering Committee (SC) consisting of TAMU-CS, COE, and TSC representatives as defined in the agreement.
- g) Establish strategic assessment criteria, proper data reporting, and tracking methods of Academy students in order to submit three reports to the OCC each academic year: fall, spring, and an end-of-year annual report. The annual report will also be provided to the SC. This data will be used to promote data-driven decision making related to program improvement of the Academy.
- h) Establish courses (or course curriculum) for the Academy.
  - a. To ensure quality assurance, engineering course material and curriculum provided to TSC, through this agreement, will only be used at the TSC campus and under the supervision and guidance of COE faculty.
  - b. Cohort sections developed through this agreement will be reserved for Academy participants and secured until a mutually agreed upon date, upon which time other students may be allowed to take the course to make a minimum course load and maximize classroom capacity.
- i) Identify key responsibilities and personnel to represent and support the success of the Academy in the following areas:
  - a. Admissions
  - b. Financial Aid
  - c. Curriculum Committee
  - d. Reverse Transfer
  - e. Marketing and Media
  - f. Faculty and Staff
  - g. Student Support Services (i.e., Information Technology / Bring Your Own Device (BYOD) helpdesk, learning community (LC) programming, and counseling and advising)
  - h. SC members
  - i. OCC members

## **B. Marketing**

- a) Develop an Academy website that would provide participants, families, and prospective students valuable programmatic information. An Academy website will be supported and managed by the academic dean's office for the COE and will be allowed to link to the TSC website. TSC will have a corresponding webpage that will be allowed to link to the COE website.
- b) Develop and approve Academy branding.
- c) Share all publication material prior to submitting for acceptance to a conference or journal to ensure all information/data is reported accurately.

- d) Ensure consistent Academy messaging including, but not limited to, media or radio coverage, interviews, news release, press conference, brochures, and social media, with sharing of all publication material prior to submitting to the media outlet.

### **C. Instructional Support**

#### TSC College will:

- a) Provide faculty, staff, and facilities to support the activities and functions of the Academy including, but not limited to, STEM faculty, academic advisors, computer labs, offices, tutors, sufficient network bandwidth capacity, faculty support resources, and the like.
- b) Assume responsibility for all necessary instructional equipment and supplies needed to ensure the quality of engineering courses taught by COE faculty on the TSC campus are comparable to that of COE courses taught on the TAMU-CS campus including, but not limited to, projection capabilities, multiple display screens or monitors to accommodate a large classroom setting, and class space conducive to active-collaborative learning.

#### COE will:

- a) Provide COE faculty and associated support to teach the engineering courses for participants enrolled in the Academy at TSC.
- b) Provide academic advising, curriculum supplies for student projects, access to tutors, BYOD helpdesk, and the like.
- c) Provide faculty development opportunities for TSC STEM instructors as is appropriate and available.

### **9. TERMS AND CONDITIONS:**

The Parties agree to the Academy terms and conditions as outlined in Appendix A. Both Parties agree that the terms and conditions of this agreement are programmatic and can be reviewed and modified, by mutual agreement, if revisions are found to be in the best interest of the Academy and its constituents.

### **10. OVERSIGHT AND COORDINATION COMMITTEE:**

The Parties will mutually agree upon and establish an Oversight and Coordination Committee (OCC). Each Party will appoint a minimum of three individuals, consisting of at least one faculty and one administrative representative, to serve on the committee. The committee will meet two to three times per year (at the end of each semester) to discuss, resolve and improve upon programmatic policies, instruction methods, course curriculum, student success and academic or disciplinary appeals. Meeting locations will alternate between TSC and Texas A&M campuses. A provisional action plan may be developed by the members of the OCC to help retain students with the highest probability for success or to address other factors after a review of the data reports.

### **11. STEERING COMMITTEE:**

The Parties will mutually agree upon and establish a Steering Committee (SC). Each Party will appoint a minimum of three individuals to serve on the committee. Each Party will have at least one representative on the SC that overlaps with the OCC. The committee will meet once a year to review the activities of the Academy. The Committee will assist the Academy in achieving its objectives by:

- a) Reviewing and commenting on strategic goals and plans.
- b) Providing recommendations regarding strategic program modifications and revisions to this agreement to facilitate the Academy in achieving its goals.

## **12. FUNDING:**

- a) Unless otherwise provided herein or by separate written agreement between the Parties, each Party shall be responsible for its own expenses incurred under this agreement.
- b) No money will be exchanged between the parties for services under this Agreement.

## **13. MISCELLANEOUS:**

- a) This agreement constitutes the entire agreement between the Parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both Parties.
- b) The individuals executing this agreement on behalf of each Party represent that they are each the duly authorized representatives of such Party on whose behalf the individuals are signing, each with full power and authority to bind said Party to each term and condition set forth in this agreement.
- c) Both Parties are institutes of higher education of the State of Texas and no part of this agreement is intended to be, nor will it be construed to be, a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as provided by law.
- d) Neither this agreement, nor any of the rights or obligations created in this agreement, may be assigned by any Party, in whole or in part, without the prior written consent of the other Party.
- e) All data or information exchanged, including but not limited to course material and course development during the performance of this agreement, shall remain the property of the disclosing Party.
- f) Except as otherwise required by applicable law, neither Party will release to the news media or to the general public information relating to this agreement without the prior written approval of the other and such approval will not be unreasonably withheld.
- g) All activities developed hereunder will be in accordance with all applicable rules and regulations of The Texas A&M University System, TSC, and all applicable federal, state, and local laws, rules and regulations, including but not limited to the Texas Higher Education Coordinating Board (THECB) and the Texas Education Code (TEC).

## **14. NOTICES:**

All notices to all Parties under this agreement shall be in writing and sent to the names and addresses stated below. Either Party to the agreement may change such name and address by notice to the other in accordance herewith and any such change shall take effect immediately upon receipt of such notice.

**Texas Engineering Experiment Station**  
Contract Negotiations/Administration  
Office of Research Compliance  
1470 William D. Fitch Parkway  
College Station, TX 77845-4645  
Attn: Mark Andrews  
Phone: 979.458.7482  
Email: markandrews@tees.tamus.edu

**Texas Southmost College**  
Vice President of Instruction  
80 Fort Brown St.  
Brownsville, TX 78520  
Attn: Marti Flores Ed.D.  
Phone: 956-295-3386  
Email: marti.flores@tsc.edu

**15. DISPUTE RESOLUTION:**

The Parties must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code.

**16. NONDISCRIMINATION:**


Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

**17. SIGNATORY CLAUSE:**

The individuals executing this Agreement on behalf of Texas Southmost College and Texas A&M University acknowledge that they are duly authorized to execute this Agreement. All parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party.


The undersigned Parties bind themselves to the faithful performance of this agreement.

**TEXAS A&M UNIVERSITY**

Signed:   
Karan L. Watson, Ph.D., P.E.  
Provost and Executive Vice President



Date: 6/7/16

**TEXAS SOUTHMOST COLLEGE**

Signed:   
Lily F. Tercero, Ph.D.  
President

Date: 5/27/2016

**TEXAS A&M COLLEGE OF ENGINEERING**

 Signed:   
M. Katherine Banks, Ph.D., P.E.  
Vice Chancellor and Dean of Engineering  
Director, Texas A&M Engineering Experiment Station  
Harold J. Haynes Dean's Chair Professor

Date: 5-18-16



## Appendix A

### **TERMS AND CONDITIONS:**

As the COE works to expand their Texas A&M Engineering Academies, the following document highlights the proposed Texas A&M Engineering Academy at TSC.

#### **1. ADMISSION PROCESS:**

- a) Students must first receive admission to TSC.
  - a. First-time-in-college students applying for admission into TSC will complete the ApplyTexas application (<https://www.applytexas.org/>) or TSC's internal application. TSC will provide a method for students to express an interest in the Academy.
  - b. Continuing students at TSC will complete the TSC required documentation to express their interest in being considered for the Academy.
- b) TSC will pre-qualify pre-calculus or calculus ready students from their applicant pool who are interested in pursuing an engineering degree through this co-enrollment Academy. This applicant pool can consist of both "first-time-in-college" and continuing college students. TSC will provide the pre-qualified students instructions to access the Texas A&M Engineering Academy application consisting of similar information collected on the Apply Texas application [Biographical information, educational background and information, test scores, residency information, extracurricular and volunteer activities, employment information, custom questions for the institution, etc.].
- c) An additional application fee payable to Texas A&M may be charged to students seeking consideration of co-enrollment through the Academy program.
- d) The TAMU-CS Admissions office, based on anticipated yield and the holistic review of applications and all relevant application documentation, will invite a percentage of these talented students to participate in the Academy.
- e) Students will be encouraged to complete their Associate Degree from TSC. However, an option to apply for early matriculation into an engineering degree granting major is available for Academy students who have completed a minimum of two math, two science, and two engineering courses approved by the COE and have earned a minimum 2.5 Cumulative Grade Point Average (CGPA) at both institutions as calculated by TAMU-CS by the end of the term in which they submit an application. The option to apply for early matriculation into an engineering degree granting major is available each fall and spring term beginning with the students second semester.
  - a. Academy students may be eligible for automatic entry into their highest ranked major provided they have completed a minimum of two math, two science and two engineering courses approved by the COE and have earned a minimum 3.5 CGPA at both institutions as calculated by TAMU-CS by the end of the term in which they submit an application. This automatic entry option is only available for students applying for early entry into a COE degree granting major during their second semester of co-enrollment.
  - b. Will complete the entire calculus sequence required for the admitted major prior to the semester of full enrollment.
  - c. Students who receive entry into a COE major prior to completion of the two-year program may retain their offer while continuing/completing the two-year co-enrollment program.
- f) Students who successfully complete the Academy by the first summer term following their second year with a minimum CGPA of 2.5 at both institutions, as calculated by Texas A&M University, will be automatically admitted to TAMU-CS for the following fall term. These

students can then apply for a change of curriculum into a degree granting major in the COE. If a student fails to gain a change of curriculum into their engineering major of choice, Academy advisors will help the student identify another major in or outside of the COE.

- g) Students who do not successfully complete the Academy requirements or gain a change of curriculum by the end of the first summer term following their second year, will not be able to continue their enrollment at TAMU-CS.

## **2. MATH PLACEMENT EXAM (MPE) AND MATH REQUIREMENTS:**

- a) Academy participants will be required to take the Texas Success Initiative A (TSIA) placement exam or demonstrate college readiness through an approved exemption. After acceptance into the Academy and at the discretion of the Academy administrators, participants may be required to take the TAMU-CS MPE.
- b) The TSC TSIA will be used to place participants in the appropriate math course at TSC.
- c) Academy participants must be pre-calculus or calculus ready.
- d) Academy participants must complete their calculus sequence (Calculus I, II, and III) or the required calculus for the engineering major of interest at TSC prior to beginning full time enrollment in an engineering major at TAMU-CS.

## **3. ENROLLMENT GUIDELINES:**

Academy participants must meet the following:

- a) An Academy student must enroll in a minimum of 12 total credit hours each fall and spring semester. The twelve credit hours each semester must consist of at least 2-4 credit hours of engineering specific courses offered through TAMU-CS and taught by COE faculty on the TSC campus while the remaining credit hours will be offered through TSC. Exceptions to these guidelines will be approved only under extenuating circumstances.
- b) Academy students will not be given priority registration privileges by virtue of their participation in the Program, however they will be placed in cohort sections (math, science, and engineering) during their first academic year to enhance academic success.
- c) An Academy student may enroll in a total of six TAMU-CS credit hours during the summer and a total of six TSC credit hours per summer term. Exceptions to these guidelines will be approved only under extenuating circumstances.
- d) An Academy student who drops or withdraws from his/her TAMU-CS engineering course offered on the TSC campus and falls below one credit hour will be withdrawn from TAMU-CS for that semester, thus forfeiting all TAMU-CS student privileges for the remainder of the term. Unless otherwise prohibited, this student may continue in the Academy the subsequent semester.
- e) An Academy student must plan his/her course schedule to ensure completion of the Program in a timely manner, as required under the 'Timely Completion' section of this document. An Academy student must apply (upon eligibility) for reverse transfer to receive their Associate Degree from TSC. The reverse transfer process will be continually reviewed and administratively enhanced by the COE to maximize the number of Associate Degrees awarded to Academy students.
- f) Co-enrollment at both Texas A&M University and TSC provides enrolled students the option to participate in all student services, student activities, student organizations, etc., and to the fullest extent possible at both institutions. However, participation in NCAA Division 1 sports is not allowed for TSC Academy students.

## **4. GRADE AND CREDIT REQUIREMENTS:**



- a) Courses taken at TSC must be appropriate for the student's preferred major at TAMU-CS. Other courses may not be counted toward meeting the minimum required hours.
- b) Any transferable credits earned through institutions other than TSC or TAMU-CS prior to entry into the Academy will count toward TSC's credit requirement only; grades received for these credits will not count toward the TSC Academy GPA requirement. Once a student has entered the Academy, all credits must be earned at TAMU-CS and TSC if they are to be used to satisfy Academy completion requirements. Any Credit by Examination received through TAMU-CS before the start of the Academy will count toward the TSC credit requirement.
- c) Successful and timely completion of the Academy requires that participants have a minimum CGPA of 2.5 on at least 50 hours of transferable work from TSC and a minimum CGPA of 2.5 on at least 10 credit hours of engineering specific courses from TAMU-CS (TAMU-CS courses offered on the TSC campus).
- d) At least 10 credit hours offered by TAMU-CS, must be in three or four credit-hour courses that satisfy Texas A&M Core Curriculum or Degree requirements (exceptions to the credit hour requirement include ENGR 111 and ENGR 112, which are 2 credit hour courses, and are both required for Academy participants).

## **5. GPA CALCULATION:**

A GPA will be calculated as per Texas A&M GPA student rule 10, which includes the following:

- a) 10.13.2: The hours for which a student receives a grade of "satisfactory" shall not be included in the computation of the student's semester or cumulative grade point ratio; a grade of "unsatisfactory" shall be included in the computation of the student's grade points per credit hour as an F. A grade of "satisfactory" will be given only for grades of C and above; a grade of "unsatisfactory" will be given for grades D and F.
- b) 10.22: A student repeating a course completed at Texas A&M University in which a grade of B or better has been earned will not receive grade points for the repeated course, unless the catalog states the course may be repeated for credit.

## **6. TIMELY COMPLETION:**

Students participating in the Academy must satisfactorily complete the requirements within a period that begins with the fall semester of the year of admission to the Academy, and ends with the completion of the first summer session following the second year of enrollment in the Academy. Students must make appropriate progress on passed hours and GPA to remain in the Academy.

## **7. REMOVAL FROM THE ACADEMY:**

A student removed from the Academy for either academic or disciplinary reasons will not be permitted continued enrollment nor guaranteed admission to TAMU-CS; continued enrollment at the partner institution will be at the discretion of the partner institution officials.

## **8. FEES AND DEADLINES:**

- a) All students participating in the TSC Academy will follow guidelines set by TSC for an orientation program at TSC, which will be attended by Academy staff from both institutions. Each Academy student will be required to pay the respective tuition and fees separately at both institutions, based on the semester credit hours enrolled at each institution, by the established deadlines. Both institutions agree to work on a single billing solution for the Academy during the subsequent years of this agreement.

- b) Students enrolled in the TSC Academy will be considered in-absentia at Texas A&M University and therefore not subject to the Recreation Sports Fee, the Health Center Fee, and the Student Center Complex Fee.
- c) All Academy students who meet Academy requirements to transition to TAMU-CS to a full time student status will not be required to pay an additional application fee for transfer.
- d) Engineering Academy students who elect to apply to transfer to TAMU-CS and who do not complete the Academy will be considered for transfer admission on the same basis as all other transfer students including application fees.
- e) Students accepted to the Academy will be required to pay the respective tuition and fees separately at both institutions, pro-rated as appropriate based on the semester credit hours enrolled at each institution, by the established deadlines. Both institutions agree to work on a single billing solution for the Academy during the subsequent years of this agreement.

#### **9. FINANCIAL AID:**

TSC will be responsible for processing financial aid as the home institution under a financial aid consortium agreement for Academy students on their campus. TAMU-CS will provide registration, course withdrawal, and any other information necessary to process financial aid under the consortium. Students only need to apply for financial aid at TSC.

#### **10. ELIGIBILITY:**

- a) Continuing students are not required to take the SAT or ACT, however they will be required to demonstrate pre-calculus readiness to apply.
- b) Direct admit from high school students are required to take the SAT or ACT to apply for the Academy.

#### **11. ENROLLMENT LIMITS:**

The COE and TSC will collectively set Academy enrollment goals for TSC each academic year. A minimum enrollment, agreed upon by both institutions, is required to begin each academy cohort.

#### **12. CORE COMPLETION**

In accordance with Texas Higher Education Coordinating Board (THECB) Rules and Regulations, students who have completed the approved 42 credit Texas Core Curriculum credits at TSC have met the Texas Core Curriculum at TAMU-CS. A student will receive 42 credits and will not be required to take additional courses at TAMU-CS to meet core curriculum requirements.

A student who transfers from TSC to TAMU without completing the core curriculum shall receive credit from TAMU for each of the TSC courses that the student has successfully completed in the core curriculum.

Under both circumstances, students may be required to take additional courses at TAMU-CS to satisfy degree requirements in their respective major. Academy advisors will help the students identify courses that satisfy Texas Core Curriculum and degree requirements when the course options exist.

#### **13. REVERSE TRANSFER:**

An Academy student who transitions to TAMU-CS prior to earning an Associate Degree will be reviewed for reverse transfer upon eligibility to receive their Associate Degree from TSC.

Both institutions will establish Reverse Transfer policies and procedures for credits earned at TAMU-CS that are to be transferred to TSC and applied toward associate degrees. "Reverse Transfer" allows

students to transfer course work from TAMU-CS back to TSC to complete requirements for an associate degree. This program is specifically designed to allow students to receive the advantages pursuant to completion of the associate degree when they leave TSC prior to degree completion.

TAMU-CS and TSC will develop a reverse transfer process to provide students with the opportunity to complete the associate's degree while working on their TAMU-CS bachelor's degree. Student records will be exchanged between TAMU-CS and TSC for this purpose, strictly adhering to all privacy regulations and ensuring compliance with House Bill 3025. The reverse transfer process will be continually reviewed and administratively enhanced by the COE to maximize the number of Associate Degrees awarded to Academy students.

#### **14. EXCHANGE OF STUDENT RECORDS**

Academy students' academic and disciplinary records will be maintained and kept current on both campuses with appropriate periodic exchange of information between TSC and TAMU-CS. To facilitate the exchange of student records and the appropriate application of coursework toward the fulfillment of degree requirements, Academy students will be required to release their academic records and allow the bilateral sharing of those records between TSC and TAMU-CS. This includes exchange of student transcripts each term between TSC and TAMU-CS. No money will be exchanged between the parties for services under this Agreement.

TAMU-CS and TSC agree, subject to applicable laws and regulations, to exchange information as mutually agreed upon in writing, in order to maintain and improve the articulation agreement between TAMU-CS and TSC.

Any exchange by the parties of student record information protected by the Family Education Rights and Privacy Act (20 USC § 1232g) and implementing regulations (34 CFR Part 99) shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35.

#### **15. APPEAL OPTIONS:**

An appeal process will be created by mutual agreement between the Parties Academy administrators.

**Amendment No. 1  
to the  
MEMORANDUM OF AGREEMENT  
for the  
Texas A&M Engineering Academy at Texas Southmost College**

This Amendment No. 1 modifies that certain agreement "Agreement" effective as of April 1, 2016 between the Texas A&M University-College Station, and its College of Engineering, a state agency and member of The Texas A&M University System "TAMU-CS" and "COE", and Texas Southmost College, having a place of business at 80 Fort Brown Street, Brownsville, TX 78520, hereinafter referred to as "TSC", each of the aforementioned being referred to individually as the "Party" or collectively as the "Parties."

The Parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performances expressed in the original Agreement and subject to this Amendment No. 1.

**1. Section 1 of the Agreement entitled, "Scope of Agreement and Limitations of Authority" is hereby amended as follows:**

Delete the reference to "Karan L. Watson, Ph.D., P.E." and replace with "Dr. Carol A. Fierke".

Delete the reference to "Lily F. Tercero, Ph.D." and replace with "Jesus Roberto Rodriguez, Ph.D.".

**2. Section 2 of the Agreement entitled, "Terms of Agreement" is hereby amended as follows:**

Delete the word "area" in the next to last sentence of paragraph two and replace it with the word "aware" so that the sentence reads as follows:

"The failure of either party to notify the other party of a breach within 10 calendar days following the time it first becomes aware of such breach shall act as a waiver of such breach."

**3. Section 4 of the Agreement entitled, "Indemnification" is hereby amended so that hereafter, the same shall be and read as follows:**

"To the extent permitted by the laws and Constitution of the State of Texas, each party (as an indemnitor) agrees to indemnify and hold the other party (as an indemnitee) harmless from any claim, expenses, or loss based upon or arising from anything done or omitted, or allegedly done or omitted, by the indemnitor, and their respective faculty, students, agents, or employees in acting under this agreement.

**4. Section 14. Of the Agreement entitled, "Notices" is hereby amended so that hereafter, same shall be and read as follows:**

All notices to all Parties under this agreement shall be in writing and sent to the names and addresses stated below. Either Party to the agreement may change such name and address by notice to the other in accordance herewith and any such change shall take effect immediately upon receipt of such notice.

The Texas A&M University System  
Office of General Counsel  
Moore-Connally Building, Sixth Floor  
301 Tarrow Street  
College Station, TX 77840  
Attn: Julie Masek  
Phone: 979.458.6149  
Email: jmasek@tamus.edu

Texas Southmost College  
Vice President of Instruction  
  
80 Fort Brown St.  
Brownsville, TX 78520  
Attn: Dr. Joanna L. Kile  
Phone: 956-295-3398  
Email: Joanna.kile@tsc.edu

Texas A&M Engineering  
7607 Eastmark Drive, Suite 230  
College Station, TX 77845-3126  
Attn: Cindy Lawley, PhD.  
Phone: 979-845-4932  
Email: clawley@tamu.edu

**5. Section 1.e. of Appendix A of the Agreement entitled, "ADMISSION PROCESS" is hereby amended so that hereafter, same shall be and read as follows:**

- e) Students will be encouraged to complete their Associate Degree from TSC. However, an option to be considered for early entrance into a COE degree granting major is available for students who have completed a minimum of two math, two science, and two engineering courses approved by the COE and have met the minimum cumulative grade point average (CGPA) approved by both the COE and TSC by the end of the term in which they seek early entrance. The CGPA will be calculated by TAMU-CS and in accordance to how TAMU-CS calculates CGPA. The option to apply for early entrance into an engineering degree granting major is available each fall and spring term beginning with the students second semester.
  - a. Academy students may be eligible for automatic entrance into their highest ranked major provided they have completed a minimum of two math, two science and two engineering courses approved by the COE and have earned a minimum 3.5 CGPA at both institutions as calculated by TAMU-CS by the end of the term in which they seek entrance. This automatic entry option is only available for students applying for early entrance into a COE degree granting major during their second semester of co-enrollment.
  - b. Will complete the entire calculus sequence required for the admitted major prior to the semester of full enrollment.

- c. Students who receive entry into a COE major prior to completion of the two-year program may retain their offer while continuing/completing the two-year co-enrollment program.
6. Section 2.c. of Appendix A of the Agreement entitled, "MATH PLACEMENT EXAM (MPE) AND MATH REQUIREMENTS" is hereby amended so that hereafter, same shall be and read as follows:
- c) Academy participants must be pre-calculus or calculus ready to be pre-qualified but must be calculus ready by the first term of enrollment.
7. Section 4.c. and 4.d of Appendix A of the Agreement entitled, "GRADE AND CREDIT REQUIREMENTS" is hereby amended so that hereafter, same shall be and read as follows:
- c) Successful and timely <sup>COE</sup> completion of the Academy requires that participants have secured early entrance into a <sup>COE</sup> degree granting major or they have earned a minimum CGPA of 2.5 on at least 50 credit hours of transferable coursework for TSC and a minimum CPGA of 2.5 on at least 9 credit hours from TAMU-CS.
- d) At least 9 credit hours offered by TAMU-CS, must be in three <sup>or</sup> ~~of~~ four credit-hour courses that satisfy Texas A&M Core Curriculum or Degree requirements (exceptions to the credit hour requirement include 2 credit hour engineering courses required for Academy participants.)
8. Section 7 of Appendix A of the Agreement entitled, "REMOVAL FROM THE ACADEMY" is hereby amended so that hereafter, same shall be and read as follows:
- A student removed from the Academy for either academic or disciplinary reasons will not be permitted continued enrollment nor guaranteed admission to TAMU-CS; continued enrollment at TSC will be at the discretion of TSC officials.
9. Section 8.b. of Appendix A of the Agreement entitled, "FEES AND DEADLINES" is hereby amended so that hereafter, same shall be and read as follows:
- b) Academy students enrolled in TAMU engineering course(s) on the TSC campus will be considered in-absentia at TAMU and therefore not subject to the Recreation Sports Fee, the Health Center Fee, and the Student Center Complex Fee.
10. Section 10. of Appendix A of the Agreement entitled, "ELIGIBILITY" is hereby amended so that hereafter, same shall be and read as follows:
- a) Continuing students are not required to take the SAT or ACT. They will be required to demonstrate pre-calculus readiness to apply and calculus readiness to enroll in the first semester of TAMU Engineering coursework.



- b) Direct admit from high school students are required to take the SAT or ACT to apply for the Academy. They will be required to demonstrate pre-calculus readiness to apply and calculus readiness to enroll in the first semester of TAMU Engineering coursework.

Except as provided herein, all terms and conditions of the original Agreement remain unchanged and in full force and effect.

Signed and Agreed:

**TEXAS A&M UNIVERSITY**

Signed: Carol A. Fierke  
Carol A. Fierke, Ph.D.  
Provost and Executive Vice President

Date: 6/12/18

**TEXAS SOUTHMOST COLLEGE**

Signed: Jesus Roberto Rodriguez  
Jesus Roberto Rodriguez, Ph.D.  
President

Date: 5/24/18

**TEXAS A&M COLLEGE OF ENGINEERING**

Signed: M. Katherine Banks  
M. Katherine Banks, Ph.D., P.E.  
Vice Chancellor and Dean of Engineering  
Director, Texas A&M Engineering Experiment  
Station  
Harold J. Haynes Dean's Chair Professor

Date: 5-29-18