

MEMORANDUM of AGREEMENT
between
TEXAS A&M UNIVERSITY-COMMERCE
and
PARIS JUNIOR COLLEGE
regarding
THE BACHELOR OF SCIENCE IN **INDUSTRIAL ENGINEERING** DEGREE

I. This MEMORANDUM of AGREEMENT (Agreement) is made and entered into on the date of the final signature below by and between **Texas A&M University-Commerce** (A&M-Commerce) and **Paris Junior College** (PJC) concerning the delivery of the Bachelor of Science Degree in *Industrial Engineering*.

II. BOTH PARTIES AGREE TO:

Provide courses toward the 128 semester hour (as fully completed at A&M-Commerce) Bachelor of Science in Industrial Engineering (BS in IE) degree program. A detailed outline of the curriculum is provided in Appendix A; it identifies the courses to be offered by each institution. A copy of the *Course Transfer Agreement* is attached (Appendix B).

Identify and energetically seek to resolve any issues related to the implementation of this Agreement including, but not limited to, those related to financing, course scheduling, use of technology, Internet access, or availability of other resources.

III. TERMS AND TERMINATION:

This Agreement will remain in effect from its execution date until one or both of the signing parties deem it necessary to terminate the Agreement with or without cause. However, this Agreement will remain in effect for a period of one (1) calendar year after written notice of termination is made, thereby granting both parties to of this Agreement an exit period in order to accommodate active students in the program.

IV. MISCELLANEOUS

A. Assignability: Neither Party may assign its rights or duties under this Agreement without the prior written consent of the other Party.

B. Notice: Any notice, demand, or communication required, permitted, or desired to be given under this Agreement, shall be deemed effectively given when delivered personally, sent by telecopy, or mailed by prepaid Certified Mail, return requested, addressed to the Parties at the following addresses:

Dr. Dan R. Jones, President
Texas A&M University-Commerce
P. O. Box 3011
Commerce, TX 75429-3011

Dr. Pamela Anglin, President
Paris Junior College
2400 Clarksville St.
Paris, TX 75460

- C. Enforceability: Should any provision of this Agreement be held invalid or unconstitutional by any governmental body or court of competent jurisdiction, that holding shall not diminish the validity of any other provision of the Agreement.
- D. Governance and Interpretation: This Agreement shall be governed by and interpreted in accordance with the laws of The State of Texas.
- E. Construction: Common nouns and pronouns and all other terms shall be deemed to refer to the masculine, feminine, neuter, and singular and/or plural, as the identity of the person or persons, firm, or association may in the context require.
- F. Multiple Copies: This Agreement and its Amendments, if any, shall be in writing and may be executed in multiple copies. Each multiple copy, if any, shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- G. Waiver of Breach: The waiver by either Party of a breach or violation of any provision of the Agreement shall not operate as, or be constructed to be, a waiver of any subsequent breach of the same or another provision.
- H. This Agreement constitutes the Entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous or contemporaneous agreements, understandings, or negotiations between the written instrument executed by both Parties.
- I. Governing Law: This agreement shall be governed and interpreted pursuant to the Constitution and Laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M-Commerce shall be in the county in which the primary office of the chief executive officer of A&M-Commerce is located. At the time of this Agreement, such county is Hunt County, Texas.
- J. Dispute Resolution: The dispute resolution process provided in chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M-Commerce and PJC to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business. The parties shall submit written notice of a claim of breach of contract under this Chapter to the representative undersigned party, who shall examine the claim and any counterclaim and negotiate with the other respective party in an effort to resolve the claim.
- K. Amendments, Changes or Modifications: No amendment, change or modification to this Agreement may be made without formal written agreement of both parties.
- L. Representatives from PJC and A&M-Commerce will meet or make contact each year to share course catalog information and update course equivalencies, transfer guides and transfer admission information to be used the subsequent academic year. These representatives shall also review the program and this agreement.

The parties hereto certify that they have the authority to execute this Agreement and that covenants contained herein are within their respective statutory authority to fulfill. The undersigned parties bind themselves to the faithful performance of the Agreement.

IN WITNESS THEREOF, the parties execute this Agreement.

TEXAS A&M UNIVERSITY-COMMERCE

By: *Dan R. Jones*

Dan R. Jones, Ph.D.
President

 May 16, 2012

Date

PARIS JUNIOR COLLEGE

By: *Pamela Anglin*

Pamela Anglin, Ed.D.
President

 5/24/2012

Date

Appendix A

PJC-TAMUC INDUSTRIAL ENGINEERING COURSE TRANSFER AGREEMENT FOR AN ASSOCIATE OF SCIENCE DEGREE IN PRE-INDUSTRIAL ENGINEERING AT PJC

PJC Core Curriculum	TAMUC IE Curriculum
Communication (6 credit hours)	Communications (6 credit hours)
English 1301	Eng 1301
English 1302	Eng 1302
Additional Communication (3 credit hours)	Communications (3 credit hours)
Speech 1315 or 1321	Spc 1311 or 1321
Mathematics (4 credit hours)	Mathematics (4 credit hours)
Mathematics 2413 – even though this course is not listed in the Mathematics requirement for PJC's Core Curriculum, it does count for that purpose.	Math 2413
Natural Science (8 credit hours)	Natural Sciences (8 credit hours)
Physics 2425 – even though this course is not listed in the Natural Science requirement for PJC's Core Curriculum, it does count for that purpose.	Phys 2425
Physics 2426 – even though this course is not listed in the Natural Science requirement for PJC's Core Curriculum, it does count for that purpose.	Phys 2426
Humanities (3 credit hours)	Humanities (3 credit hours)
If a student's official PJC transcript indicates the Humanities Core Requirement has been met, then the course used to meet the requirement automatically transfers to TAMUC to satisfy TAMUC's Humanities University Studies Requirement.	
Visual and Performing Arts (3 credit hours)	Visual and Performing Arts (3 credit hours)
If a student's official PJC transcript indicates the Visual and Performing Arts Core Requirement has been met, then the course used to meet the requirement automatically transfers to TAMUC to satisfy TAMUC's Visual and Performing Arts University Studies Requirement.	
History (6 credit hours)	Social and Behavioral Sciences (6 credit hours)
History 1301	Hist 1301
History 1302	Hist 1302
Government (6 credit hours)	Social and Behavioral Sciences (6 credit hours)
Government 2305	PSci 2301
Government 2306	PSci 2302
Social and Behavioral Sciences (3 credit hours)	Social and Behavioral Sciences (3 credit hours)
Economics 2301 or 2302	Eco 2301 or 2302
Institutionally Designated Options (2 credit hours)	Fitness and Recreational Activity (1 credit hour)
Physical Education 1134	FRA XXX
Education 1100 or Psychology 1100 (Student Success Seminar)	

= 44 credit hours

= 43 credit hours

Additional Requirements for an Associate of Science Degree	Major Requirements
Computer (4 credit hours)	Computer Science (3 credit hours)
Computer Science 1420	CSci 151
Kinesiology (1 credit hour)	Fitness and Recreational Activity (1 credit hour)
Physical Education XXXX	FRA XXX

Electives (15 credit hours)	Further support and required courses (14 credit hours)
Mathematics 2414	Math 192
Drafting 1409	IT 111
Chemistry 1411	Chem 1411
TAMUC's IE 101 (3 credit hours) transferred back to PJC as a general elective or an approved engineering-related course (3 credit hours)	IE 101 or an approved engineering-related course (3 credit hours)

= 20 credit hours

= 18 credit hours

This results in 64 credit hours completed for PJC, which meets the 62 credit hour requirement for an Associate of Science degree at PJC.

In addition, the following statements apply to the joint degree:

- Courses identified as “Core Curriculum” at PJC will substitute for courses in the A&M-Commerce core curriculum.
- A student who is “core complete” at PJC will be considered as “core complete” at A&M-Commerce.
- Students must meet the admissions requirements for both **Texas A&M University-Commerce** and also for the B.S. in IE program in order to be approved to enroll in upper division Industrial Engineering classes. This criterion, as listed in the Admissions Policies and undergraduate catalog, also includes for the B.S. in IE program that Industrial Engineering majors are required to complete the University Studies requirements and major area requirements. For a course to transfer into a B.S. in IE major, a grade of “C” or better must be earned in the course. A grade of “C” or better is required in all B.S. in IE required courses in the major. Courses must be repeated if a grade of “C” or better is not earned in the course.

Courses to be completed at A&M-Commerce (70 credit hours):

IE 101 Introduction to Industrial Engineering
 IE 201 Elementary Engineering Analysis
 IE 207 Engineering Economic Analysis
 IE 211 Engineering Probability and Statistics
 IE 305 Facilities Planning
 IE 311 Advanced Engineering Statistics
 IE 312 Operations Research I
 IE 313 Operations Research II
 IE 314 Statistical Quality Control
 IE 316 Manufacturing Systems Design and Control
 IE 403 Human Factors Engineering
 IE 407 Production Systems Operations
 IE 410 Systems Simulation
 IE 411 Engineering Management
 IE 431 Principles of Programmable Automation
 IE 444 Systems Engineering
 IE 471 Planning for Industrial Systems Design
 IE 486 Service Systems Analysis
 IE 495 Industrial Systems Design
 IT 112 Product Design and Development
 IT 340 (or MGT 340) Quality Management and Improvement
 Differential Equations
 Linear Algebra

Appendix B

COURSE TRANSFER AGREEMENT
between
TEXAS A&M UNIVERSITY-COMMERCE
and
PARIS JUNIOR COLLEGE

This Course Transfer Agreement is made between
Texas A&M University-Commerce, an entity of The State of Texas, hereinafter referred to as “A&M-Commerce”
and **Paris Junior College**, a local government entity, hereinafter referred to as “PJC.”

1. Purpose of Agreement:

The purpose of this Agreement is to enable PJC students who successfully complete the courses as outlined in this agreement (see Appendix A) to transfer to A&M-Commerce in a seamless transition without loss of semester credit hours towards the completion of the Bachelor of Science in Industrial Engineering (CIP: 14.3501.00) degree.

2. Terms of Agreement:

A. Responsibilities of A&M-Commerce:

A&M-Commerce hereby agrees as follows:

1. To admit and accept in full the course work as outlined in Appendix A those PJC students who are enrolled in the Associate of Science in Pre-Industrial Engineering degree and have been determined by A&M-Commerce to qualify for admission to A&M-Commerce and the Bachelor of Science in Industrial Engineering program.
2. To work with PJC in providing reverse transfer arrangements for any students transferring from PJC to A&M-Commerce prior to earning an associate degree.
3. To develop and provide materials related to a seamless transition to the Bachelor of Science in Industrial Engineering program, leading to a Bachelor of Science in Industrial Engineering (B.S. in IE) degree, in cooperation between PJC and A&M-Commerce.
4. Post on A&M-Commerce website the PJC/A&M-Commerce community college 2-year planning guide.
5. To provide PJC advisors with information and support in helping them with their role of assisting PJC students with transfer and degree program advising.
6. To maintain on-going collaboration and monitoring of the program through the Industrial Engineering faculty of A&M-Commerce.
7. To arrange and coordinate academic accommodations for qualified disabled students enrolled in A&M-Commerce courses through A&M-Commerce's *Student Disability Resources and Services*.
8. To bill and collect from students participating in this program applicable A&M-Commerce tuition and fees as set by A&M-Commerce and approved by the *Texas A&M University System Board of Regents*.
9. To advise students that A&M-Commerce's academic requirements, policies, procedures, tuition, and fees are subject to change; and that change information can be found on the A&M-Commerce website, bulletins, or other locations.
10. Provide PJC students with A&M-Commerce scholarship and financial aid information through advising and advising materials.

11. A&M-Commerce 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 on-going or future offerings of the academic program outlined herein.
12. A&M-Commerce is an equal opportunity institution, and shall not discriminate unlawfully against any PJC 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 PJC:

PJC hereby agrees as follows:

1. To admit and enroll PJC students in lower division courses taught by PJC as part of this degree program.
2. To place the degree plan for the first two years of *Industrial Engineering* in its catalog alphabetically as "Engineering, Pre-Industrial" along with the statement:

"Paris Junior College and Texas A&M University Commerce have entered into a *Course Transfer Agreement* providing a seamless transition for students who complete the Associate of Science Degree in *Pre-Industrial Engineering* (IE) to a Bachelor of Science Degree in *Industrial Engineering* (IE) at A&M-Commerce. A PJC student must complete the approved A.S. in *Pre-Industrial Engineering* degree plan with a 2.0 GPA and no grade below "C" in science and mathematic courses in order to be guaranteed admission in the *Industrial Engineering* program at A&M-Commerce. *Industrial Engineering* baccalaureate graduates are prepared to enter careers such as those in healthcare, banking, engineering firms, petrochemical industries, airline companies, government and military agencies, computer and software firms, manufacturing, service industries, and distribution facilities."

3. To provide PJC students with A&M-Commerce course listings for this program through bulletin and web postings, advising materials, and other appropriate media.
4. To assist in advising PJC students in this program through one or more designated PJC academic advisor(s).
5. To maintain on-going collaboration and monitoring of the program through the PJC faculty teaching the mathematics and science courses in this agreement.
6. To communicate to PJC students completing the Associate of Science in Pre-Industrial Engineering and enrolling at A&M-Commerce of A&M-Commerce academic requirements, policies, procedures, tuition, and fees, and that these are subject to change; A&M-Commerce scholarship and financial aid information; and that A&M-Commerce cannot guarantee the program in perpetuity, and that future offerings cannot be guaranteed beyond the terms of this course transfer agreement.
7. PJC is an equal opportunity institution, and shall not discriminate unlawfully against any A&M-Commerce 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:

A program review will occur annually to assess the current performance of the program and consider future modifications.

D. Course Delivery

Each institution agrees to offer the courses as outlined in Appendix A. PJC will offer at least 61 hours of course work and A&M-Commerce will offer the remaining 70 hours of course work for a minimum of 131 semester hours. Because of possible changes in degree requirements imposed by The State of Texas and program modifications and changes that occasionally occur, PJC students transferring to A&M-Commerce must follow PJC, A&M-Commerce, and State of Texas policies regarding degree program criteria.

E. Waivers to A&M-Commerce Graduation Requirements

Junior Level Essay: Students will need to contact the *Student Assessment Office* at A&M-Commerce to determine if they are exempt from JLE requirements. If they are not exempt, they can take the test at PJC (if available) and have these scores transferred to the *Student Assessment Office* at A&M-Commerce, or complete the JLE requirement for writing competency at A&M-Commerce.

3. Term of Agreement:

This Agreement shall operate on an ongoing basis. It may only be modified by a written agreement signed by legally authorized officials of both institutions. The Agreement will operate as a commitment for each student admitted to A&M-Commerce for this combined degree.