



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU

Board of Education Meeting: 12/11/18

Item Title: M.O.U. between Brownsville I.S.D  
and Texas Southmost College  
for Dual Enrollment/Dual Credit

X Action  
Information  
Discussion

## **BACKGROUND:**

Dual Enrollment is a powerful K-16 Brownsville academic community initiative which rigorously supports our students as they prepare for post-secondary education and careers of choice. Texas Southmost College has waived all student tuition and related fees and will charge the district a \$5.00 Records Fee for each participating student. Historically, all Brownsville high schools have participated in this unique program providing opportunities for their students to earn both high school and college credit while participating in the Dual Enrollment program. We are currently following the MOU approved 9/6/2016 which continues from year to year. These students represent all Early College High Schools District-Wide.

## **FISCAL IMPLICATIONS:**

Function 11: Local categorical Budget Funds: \$195,700

## **RECOMMENDATION:**

Recommend approval to enter into a Memorandum of Understanding with Texas Southmost College to offer dual enrollment/dual credit opportunities in the amount of \$195,700.00 beginning the 2018-2019 school year. This agreement takes effect on December 1, 2018 upon school board approval and shall continue from year to year unless amended mutually or terminated in writing by either party.

Merrill Hammons  
Submitted by: Principal/Program Adm.

Approved for Submission to Board of Education:

Dr. Timothy E. Cuff  
Recommended by: Asst. Supt.

Miguel Salinas  
Reviewed by: Staff Attorney

Dr. Esperanza Zendejas  
Superintendent of Schools

## ACADEMIC AGREEMENT

### For the Award of Dual Credit between Texas Southmost College and Brownsville Independent School District

Pursuant to the rules of the Texas Higher Education Coordinating Board (THECB) as set forth in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, and Chapter 9, Subchapter H, *Texas Southmost College (TSC)* (hereinafter "College") and the *Brownsville Independent School District (BISD)* (hereinafter "School District"), hereby enter into a partnership in which TSC agrees to collaborate with BISD to provide academic and technical instruction to eligible students of the Brownsville Independent School District for immediate award of both college and high school credit (hereinafter "Dual Credit Program"). If a School District offers dual credit as part of an approved early college education program established under TEC Section 29.908 or an early college program as defined in Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.83, then the provisions under Annex A apply.

#### 1. Purpose of Academic Agreement and Incorporation of the Dual Credit Manual

The purpose of this Academic Agreement (hereinafter "Agreement") is to memorialize the terms of the Dual Credit Program entered into by the Parties, and to outline the roles and responsibilities of each party to comply with all laws, rules, and regulatory guidelines pertaining to the Dual Credit Program. This Agreement is intended to facilitate cooperation between TSC and the School District in implementing this Dual Credit Program, and shall be construed to ensure compliance with all applicable state laws and rules by the Parties at all times. The terms of the TSC Dual Credit Manual (hereinafter "Manual") are hereby incorporated as expressly provided by this Agreement. In addition, applicable terms of the Manual shall apply to the Program to the extent that they do not conflict with the express terms of this Agreement.

#### 2. Goals of the Dual Credit Program

In accordance with the provisions of Texas Education Code, Section 28.009 (b-1) and (b-2), TSC and the BISD jointly agree to establish and support the following goals for the dual credit program, in alignment with the goals established by the State of Texas:

**Goal 1:** TSC and the BISD will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies, including the following: A) TSC and the BISD will collaborate to host information sessions for students and parents concerning dual credit opportunities, benefits and cost. B) TSC and the BISD agree to maintain the most current information on their respective webpages concerning the dual credit program, including enrollment and fee policies. C) TSC agrees to provide appropriate training to the high school and middle school counselors of the BISD on all pertinent aspects of the dual credit program at least once each academic year. D) TSC and the BISD agree to collaborate on the marketing of the dual credit program, and to guarantee the proper use of all branding of the other institution in any marketing or promotion of the program. E) The parties jointly agree to maintain documentation summarizing the collaboration and outreach efforts of TSC and BISD such that it will be readily available and to post it as appropriate.

**Goal 2:** TSC and the BISD will assist high school students in the successful transition to and acceleration through postsecondary education. In support of this goal, TSC and the BISD agree to collaborate to jointly monitor the following quality indicators: A) Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population. B) Student enrollment in postsecondary education after high school. C) Time to degree completion. d) Semester credit hours to degree.

**Goal 3:** TSC and the BISD will strive to ensure that all dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion. In support of this goal, TSC and the BISD agree to collaborate to jointly monitor the following quality indicators: A) Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population. B) Student enrollment in postsecondary education after high school. C) Time to degree completion. D) Decrease in excess number of semester credit hours beyond required hours to degree completion.

**Goal 4:** TSC and the BISD will collaborate to ensure that the quality and rigor of dual credit courses are sufficient to ensure student success in subsequent courses. In support of this goal TSC and the BISD agree to jointly monitor student performance in subsequent course work.

#### 3. Eligible Courses

A) In accordance with Rule 4.83 of Title 19 of the Texas Administrative Code (TAC), TSC may offer the following types of courses for dual credit: Courses that are in TSC's Core Curriculum (available on the TSC website); Career and Technical Education (CTE) courses; and Foreign language courses. B) Additionally, under the provisions THECB rules governing the reporting of Dual Credit Students (Student Report CBM001), TSC may offer the following types of courses for dual credit: Courses within the following rubrics contained in the Lower Division Academic Course Guide Manual (ACGM) may be offered for dual credit: ACCT (Accounting), ARCH (Architecture), BCIS (Business Computer Information Systems), BUSI (Business), COSC (Computer Science), and CRJ (Criminal Justice), and All courses taken by students who are enrolled in approved Early College High Schools with the exception of physical education courses taken by high school students for high school physical education credit. C) Academic transfer courses must be identified as college-level academic courses in the current edition of the (THECB) Lower Division Academic Course Guide Manual (ACGM), must be in the approved course inventory of TSC, and must be approved for dual credit by TSC. D) Technical dual credit courses must be identified as college-level workforce education

courses in the current edition of the (THECB) Workforce Education Course Manual (WECM), must be in the approved course inventory of TSC, and must be approved for dual credit by TSC. E) Neither remedial nor developmental courses may be offered for dual credit. F) A course equivalency crosswalk listing the course prerequisites, class capacities and the number of credits that may be earned for each course completed is provided in Annex A to this agreement.

**4. Student Eligibility**

A) Only School District students who meet the applicable eligibility requirements to participate in academic or technical courses that qualify for dual credit from both the Brownsville School District and TSC may be enrolled in Dual Credit Programs. Rules governing admissions and eligibility criteria are contained in Section II of the Dual Credit Manual. B) Dual credit students may only take courses for dual credit which are listed in the programs of study for their declared majors, to include any required prerequisites or co-requisites. However, students declared in certificate programs for career and technology education programs may take up to 15 semester credit hours (SCH) of academic transfer courses in addition to their CTE courses, as follows: English Composition I; a Mathematics/Natural Science elective course; a Social/Behavioral Science elective course; a Humanities/Creative Arts elective; and an elective course in Speech.

**5. Location of Class and Class Composition**

Dual credit courses may be taught on the TSC or BISD high school campus. Dual credit courses taught at the BISD high school campus shall comply with the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter E. Dual credit courses may consist of dual credit students only or of dual and college credit students.

**6. Faculty Qualifications, Selection, Supervision, and Evaluation**

A) TSC shall select, supervise, and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus. B) Dual credit courses may be taught only by a qualified instructor who possesses the credentials and qualifications to teach in the discipline as determined by TSC policy DBA (Local). C) Instructors teaching dual credit courses shall be either: Regularly employed TSC faculty members (hereinafter "College Faculty Members"); or Teachers employed by the School District who meet the same credentialing and qualification standards used by TSC to select faculty responsible for teaching the equivalent course at the TSC main campus (hereinafter "Dual Credit Adjunct Faculty"). D) TSC will ensure that all full-time and adjunct College Faculty Members have passed state and national criminal background checks prior to authorizing them to teach dual credit courses. E) Dual Credit Adjunct Faculty are expected to comply with responsibilities outlined in Section III of the Dual Credit Manual, as well as the reasonable requests of their respective department chairs. F) The School District will allow release time from school district duties in order to allow Dual Credit Adjunct Faculty to attend up to two (2) scheduled professional development days per academic year. The College will reimburse the district for costs associated with arranging substitute teachers to cover instructional time, as necessary. G) Dual Credit Adjunct Faculty will be evaluated by their respective TSC Department Chairs or Deans a minimum of once per academic year, in the same manner that all TSC faculty are evaluated. Results of the evaluation will be shared with the evaluated instructors and will be provided to the School District upon request. H) Initial approval to teach does not guarantee that a Dual Credit Adjunct Faculty member will automatically be approved to teach in subsequent semesters. Approval to teach dual credit courses is subject to the professional discretion of the Department Chair responsible for the courses in question.

**7. Course Curriculum, Instruction, Grading, and Materials**

A) Designated personnel of each party shall be responsible for monitoring the quality of instruction to assure compliance with this Agreement and all applicable standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Texas Southmost College, and the School District, as applicable. B) Each institution is responsible for ensuring the academic integrity of dual credit courses by fulfilling all course requirements and agreements. In compliance with TAC Section 4.85(f), TSC shall ensure that a dual credit course and the corresponding course offered at the TSC campus are equivalent with respect to curriculum, instruction, and method/rigor of student evaluation. C) Dual Credit Adjunct Faculty are expected to adhere to the departmentally-approved syllabus for each dual credit course taught to ensure that the course taught for dual credit is the same as that offered on the TSC main campus. D) Textbooks must be college-level texts approved by TSC prior to use. College-approved textbooks purchased by the School District may be used for a minimum of three (3) years from the date of initial purchase. Textbooks required for a dual credit course may not be shared among multiple students, and students must be allowed to use them both in and out of class, as would any College student studying at the TSC main campus. E) All instructors teaching dual credit courses must adhere to the grading system published in the TSC Catalog when assigning course grades in the TSC Online system. TSC will provide associated numerical grades to School Districts for the purposes of class ranking calculations, on request. F) The provisions of Section III of the Manual, Instruction, include additional applicable provisions that will apply to course curriculum, instruction, grading and materials for each class taught.

**8. Enrollment Including Admissions and Registrations**

The School District will designate a person who shall be responsible on its behalf for the coordinating and tracking of students' admission applications and requirements, as well as registration procedures, to ensure that admission and registration occur in accordance with the established deadlines set forth in the Manual. The individual will collaborate with TSC's High School Programs and Services Office on all issues regarding admissions, enrollment, monitoring, withdrawals, grading, and reporting.

**9. Awarding of Credit and Student Withdrawals**

A) College credit awarded for dual credit courses shall be transcribed upon a student's completion of the course/s in which the student is enrolled each semester. B) Additions, drops, and withdrawals for dual credit courses will be processed using the guidelines set forth in Section II of the Dual Credit Manual and by the applicable date published in the academic course schedule for the semester.

**10. Provision of Student Learning and Support Services**

Dual credit students will be given access to the same course-related learning and support services and resources as are available to other TSC students enrolled in corresponding courses on the TSC campus. Examples of the kinds of services to which dual credit students are entitled include academic advising, counseling, tutoring, and library resources.

**11. Funding Provisions**

A) In order to make the attainment of college credit as accessible as possible for students and their families, tuition and lab fees, as applicable, for all School District students who are accepted for enrollment in Dual Credit Programs will be waived by TSC. B) The School District will be responsible for the following non-course based fees: A non-refundable \$5.00 Records Fee payable by the School District to TSC. Fees for liability insurance required by certain programs, as identified in the Dual Credit Manual. Testing fees for certain national and state-level industry certification exams (e.g., ASE, ICAR, EPA, etc.) embedded in Career and Technology courses, as identified in the Dual Credit Manual. A Distance Education Fee for courses taught via teleconference, videoconference or other distance learning technology. C) The cost of supplying all textbooks and instructional supplies required for use in dual credit courses will be the responsibility of the School District. D) Unless otherwise agreed in writing and signed by both parties, TSC will pay a stipend of \$600 per lecture class section and \$200 per lab section taught by a Dual Credit Adjunct Faculty member for class sections that meet the minimum enrollment levels set forth in Section III of the Manual. Enrollment levels shall be determined using the class enrollment as of the applicable TSC Census Data. E) TSC shall be responsible for payment of all College Faculty Members who teach a dual credit course. However, the school district is responsible for reimbursing TSC for all costs (e.g., adjunct fees and mileage reimbursement) paid to College Faculty Members who teach dual credit courses or provide other services as provided in Section III of the Dual Credit Manual. F) Prior to each semester, the Parties shall agree in writing as to: The instructors who will teach each dual credit class section during each semester offered as a Dual Credit Program course pursuant to this Agreement, and Any additional expenses to be assumed by either party for any class section to be taught for that semester.

**12. Academic Policies**

All academic policies applicable to courses taught at TSC shall also apply to dual credit courses. One exception involves Student Academic Standing; TSC's policy on Satisfactory Academic Progress shall not apply to Dual Credit Program students until they matriculate to TSC as a regular full-time or part-time student.

**13. Family Educational Rights and Privacy Act**

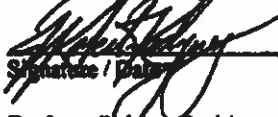
For the purpose of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TSC hereby designates the School District as a college official with a legitimate educational interest in the educational records of the Students who participate in the Dual Credit Program to the extent that access to the records are required by the School District to carry out the Program; and the School District hereby designates TSC as a school official with a legitimate educational interest in all educational records of the Students who participate in the Dual Credit Program to the extent that access to the records are required by TSC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

**14. Term, Effective Date and Termination**

The effective date of this Agreement is 4/3/19. This Agreement shall continue from year to year unless: federal or state regulations necessitate a change, or either party provides the other with at least sixty (60) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate on (a) the sixtieth day after the notice is received at the end of such sixty (60) days; or (b) the date on which all students enrolled in dual credit courses at the time that such notice is given have completed those dual credit courses, whichever event occurs last.

**15. Signatures**

The terms and provisions, as outlined above, are true and exact to the best of the knowledge by the parties whose signature appear below and their assigns. Any changes in this Agreement must be in writing and signed by both Parties.

  
Signature / Date

Dr. Jesus Roberto Rodriguez  
President  
Texas Southmost College

  
Signature / Date

Dr. Sylvia R. Hatton  
Interim Superintendent  
Brownsville Independent School District



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 01/14/20

Item Title: Memorandum of Understanding X Action  
between The University of Texas Rio Information  
Grande Valley and Brownsville I.S.D. Discussion

## **BACKGROUND:**

Dual Enrollment is a powerful K-16 Brownsville academic community initiative which rigorously supports our students as they prepare for post-secondary education and careers of choice. The University of Texas Rio Grande Valley has waived all student tuition and related fees for each participating student. Historically, all Brownsville high schools have participated in this unique program providing opportunities for their students to earn both high school and college credit while participating in the Dual Credit Program. We are currently following the MOU approved 9/1/2015 which continued from year to year. These students represent all Early College High Schools District-Wide. The term of the MOU will be from September 1, 2019 through August 31, 2021.

## **FISCAL IMPLICATIONS:**

Function 11: Local categorical Budget Funds: \$195,700

## **RECOMMENDATION:**

Recommend approval to enter into a Memorandum of Understanding with The University of Texas Rio Grande Valley and Brownsville Independent School District for a Dual Credit Program to offer dual credit opportunities from September 1, 2019 through August 31, 2021 and can be amended mutually or terminated in writing by either party. These services are to be rendered at no cost to the district.

Merrill Hammons  
Submitted by: Principal/Program Adm.

Dr. Dora Saucedo  
Recommended by: Asst. Supt./CFO

Miguel Salinas  
Reviewed by: Staff Attorney

Dr. Anyisia Trevino  
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent



## MEMORANDUM OF UNDERSTANDING

The University of Texas Rio Grande Valley, a public university and member institution of The University of Texas System ("UTRGV"), and Brownsville Independent School District, a local government entity ("BISD"), enter into the following Memorandum of Understanding ("MOU") effective September 1, 2019 ("Effective Date") through August 31, 2021. UTRGV and Brownsville Independent School District are referred to collectively as the "Parties."

1. **PURPOSE and AUTHORITY:** The purpose of this MOU is to facilitate the enrollment of eligible students from BISD, in courses offered for dual credit through UTRGV. The UTRGV Dual Credit Program (the "Program") will provide the support services to enable enrollment in university courses for students from BISD. The Parties intend this MOU to conform to the rules set forth by the Texas Administrative Code (TAC), Title 19, Part 1, Chapter 4, Subchapter D, as well as other applicable sections of the TAC and the Texas Education Code, and all applicable federal, state, and local laws and regulations. The Parties enter into this MOU pursuant to Section 29.908 of the Texas Education Code, and authority for making this MOU also is granted by 19 TAC Section 4.84 (a) and Texas Education Code Section 61.076. In addition, Section 61.076 of the Texas Education Code provides the Board (as defined in Section 2 below) with the authority to regulate courses and programs offered by public institutions of higher education in cooperation with secondary schools.
2. **DEFINITIONS:** The following words and terms, when used in this MOU, shall have the meanings stated below, unless the context clearly indicates otherwise.
  - a. *Academic Advising* -- An intentional process in which students seek and receive guidance with academic program planning and course selection to further post-secondary aspirations
  - b. *Assessment* -- The criterion-referenced assessment instruments adopted by the Board to assess a student's readiness to enroll in college-level coursework or curricula.
  - c. *Board* -- The Texas Higher Education Coordinating Board, or THECB.
  - d. *Core Curriculum* -- The approved list of courses that are part of UTRGV's 42 semester credit hour curriculum in the liberal arts, humanities, sciences, and political, social, and cultural history that all undergraduates of an institution of higher education are required to complete before receiving an undergraduate academic degree. A list of the courses that are part of the Core Curriculum are attached as Exhibit A and incorporated by reference.
  - e. *Dual Credit* -- As defined by 19 TAC Section 4.83, refers to "a system under which an eligible high school student enrolls in college course(s) and receives credit for the course(s) from both the college and the high school." While dual credit courses may be taught on the secondary school campus to high school students only, certain sections of the rules under TAC Title 19, Part 1, Chapter 4, Subchapter D, also apply when a high

school student takes a course on the college campus and receives both high school and college credit. Dual credit is also referred to as concurrent course credit.

- f. *Dual Enrollment* – refers to a system under which a student is enrolled in more than one educational institution (including high school and a public university). Dual enrollment is not equivalent to dual credit.
  - g. *Dual Credit Program (Program)* – The program that provides the outreach, student learning and support programs for students seeking to earn UTRGV college credit for dual credit courses simultaneously while enrolled in high school.
  - h. *Field of Study curriculum* -- A set of courses that satisfies the lower-division requirements for a baccalaureate degree in a specific academic area at a general academic teaching institution. A field of study curriculum affects academic degree programs at public junior colleges, public technical institutes, or universities as designated within the particular field of study curriculum.
  - i. *TAC* – Texas Administrative Code
  - j. *The University of Texas Rio Grande Valley (UTRGV)* – a state agency and four-year institution of higher education organized under the laws of the State of Texas.
  - k. *UTRGV Road Maps* -- A suggested sequence of courses for major fields of study, and a tool to determine course selection in tandem with the Core Curriculum.
3. **ELIGIBLE COURSES:** High school students admitted to the Program will be allowed to enroll in Core Curriculum courses offered by UTRGV during the term of this MOU. A list of the approved 42-hour Core Curriculum is attached as Exhibit A and incorporated by reference. The **Brownsville Independent School District** may award dual credit for any course completed under the terms of this MOU. Dual credit may be awarded for an equivalent course, elective credit, local credit, or to satisfy criteria for the Distinguished Achievement Program diploma. UTRGV will assume that dual credit will be awarded for enrollment under this MOU unless notified in writing otherwise by the **Brownsville Independent School District**. Upon execution of this MOU, UTRGV and **Brownsville Independent School District** will work collaboratively to design a course crosswalk listing UTRGV courses for which the district students may receive high school credit. UTRGV and the **Brownsville Independent School District** agree to post the course crosswalk in a timely manner to their respective websites. Students successfully completing courses under this MOU will receive academic credit as documented on an official UTRGV transcript. Exceptions to these requirements shall be considered by the UTRGV Executive Vice President for Academic Affairs, Student Success, and P-16 Integration or designee on a case-by-case basis.
4. **COURSE APPLICABILITY AND TRANSFERABILITY:** By offering Core Curriculum courses in the Program, UTRGV does not guarantee the applicability of individual courses for satisfying future degree plan requirements of individual students. UTRGV will comply with applicable TAC or other statutory requirements governing the transferability of Core Curriculum courses between public institutions of higher education in Texas.

5. **STUDENT ELIGIBILITY:** UTRGV will establish and provide to BISD specific eligibility criteria for the Program. Exceptions to Program eligibility requirements may be considered by the UTRGV Executive Vice President for Academic Affairs, Student Success, and P-16 Integration or designee on a case-by-case basis.
6. **ADMISSIONS REQUIREMENTS:** Admission criteria stated herein for the UTRGV/Dual Credit Program will apply to those participants admitted for any enrollment during the term of this MOU. Each student will complete a UTRGV online admission application (Apply Texas Application) and provide additional required documents as follows:
- a. most recent high school transcript, and
  - b. official SAT or ACT scores (if applicable), and
  - c. a Program Authorization Form signed by the high school principal, counselor, and parents.
7. **ENROLLMENT REQUIREMENTS:**
- a. Upon admission to UTRGV, students must attend a Program Academic Advisement and Registration session prior to being allowed to register for coursework. Sessions are held at the UTRGV campuses and specific information for how to complete this process will be provided to eligible students via email and to their respective high school counselor(s). Prior to attending a Program academic advisement session, each student who is not exempt from the provisions of the Texas Success Initiative, shall be assessed for readiness to enroll in university courses. For this assessment, UTRGV may use any instrument otherwise approved by the Board for purposes of the Texas Success Initiative, in accordance with 19 TAC Sections 4.54 (relating to Exemptions/Exceptions) and 4.56 (relating to Assessment Instrument), including but not limited to STAAR-EEOC/SAT, and ACT scores. UTRGV Program Staff will collaborate with designated ISD Counselors and Administrators to provide academic advising to students and families on appropriate course selection aligned with state endorsements offered by the district and students declared UTRGV major field of study. The academic advising process shall be at the foundation of the program to promote rigor, access to the university experience, and strategic acceleration to facilitate transition to post-secondary education and success. The parties agree that the Advising Roadmaps developed by the Academic Advising Center will be used as a resource to align course selection with major field of study.
  - b. Students must meet all prerequisites for individual courses such as minimum score requirements for respective course enrollment (e.g., minimum score on the specified placement test, minimum grade in a specified previous course, etc.) or any associated prerequisite courses. Individual exceptions to prerequisite requirements will be considered by UTRGV on a case-by-case basis.
  - c. Students admitted into the Program will be limited to enrollment in a maximum of two dual credit courses per semester or term. In special circumstances, students in the Program may be given approval to enroll in more than two dual credit courses per semester or term. Exceptions



to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by college grade-point average, SAT or ACT scores, or other assessment indicators) must be approved by the principal of the high school and UTRGV Executive Vice President for Academic Affairs, Student Success, and P-16 Integration.

8. **ELIGIBILITY FOR UTRGV SERVICES:** Program students enrolled in UTRGV courses are eligible to request a UTRGV ID card through established institutional procedures and shall be eligible to utilize the same or comparable academic and instructional support services that are afforded to university students on all UTRGV campuses. UTRGV is responsible for requiring timely and efficient access to such academic and supplemental services. For example, some (but not all) of these services include: Learning Assistance Center services like tutoring, academic advising, learning materials, library resources and other academic and instructional benefits for which the student may be eligible.
9. **ACADEMIC STANDING:** Students are expected to maintain a level of scholastic achievement that allows them to meet the grade requirements for continued enrollment in UTRGV and for college/high school graduation. Any Program student who fails to earn a grade of A, B, or C in any UTRGV course will be placed on academic suspension from the Program. Additionally, if a student withdraws from UTRGV or drops a course more than once during their participation in the Program, they will be placed on academic suspension from the Program. As UTRGV students, Program students are subject to institutional standards regarding academic probation or suspension as outlined by the Office of the Registrar. Program staff are not eligible to override a decision on academic standing as determined by the Office of the Registrar.
10. **GRADE REPORTS:** Grades posted for dual credit courses will be provided by UTRGV to the school designee or district designee in a manner agreed upon by BISD and UTRGV. Grades and academic records for Program students will be subject to Family Educational Rights and Privacy Act ("FERPA") rules in accordance with UTRGV guidelines.
11. **TEXTBOOKS AND MATERIALS:** Textbooks or materials required for each course shall be determined by the faculty and specified in the course syllabus. The costs of the textbook(s) will be paid by the student or the BISD. Policies for determining who will purchase textbooks or materials will be left to the discretion of the District.
12. **TUITION AND FEES:** UTRGV will waive all tuition and fees for participating students while they remain eligible to participate in the Program. Students who choose to enroll at UTRGV after graduating from high school, or whose student application status changes for any other reason, are no longer eligible to receive a waiver of tuition and fees through the Program.
13. **LOCATION:** Classes for the Program will be held at an approved UTRGV facility, classroom on one of the UTRGV campuses, an approved off-campus site, or online. Additional locations may be

approved by the UTRGV Executive Vice President for Academic Affairs, Student Success, and P-16 Integration or designee on a case-by-case basis.

14. **STUDENT COMPOSITION OF CLASS:** Classes in the Program will be composed of UTRGV students and Program students unless otherwise indicated. All dual credit course content, student learning outcomes, and course requirements will be the same as other similar UTRGV course sections, meeting all requirements established under law by the Board or other applicable agencies.
15. **ATTENDANCE:** Attendance in all classes is mandatory according to the UTRGV academic calendar. Additionally, Program students must adhere to the attendance policy of the faculty of record, as stated in the syllabus for that class. Program students who do not meet the prescribed attendance policy may be dropped from the class. Excused absences may be allowed according to UTRGV academic policy and at the discretion of the faculty of record.
16. **FACULTY SELECTION, SUPERVISION, and EVALUATION:** The faculty who will teach courses in the Program will be selected, supervised and evaluated as would any other faculty member teaching any other class at UTRGV. UTRGV shall require that courses offered under the terms of this MOU are comparable to any other courses offered by UTRGV and equivalent with respect to the faculty qualifications, curriculum, materials, instructional activity, and method/rigor of evaluation of student performance. UTRGV retains full oversight of its academic programs and offerings, and its faculty selection, supervision, and evaluation.
17. **ACADEMIC POLICIES:** All academic policies that apply to students at UTRGV will apply to students enrolled in the Program. This includes policies for academic dishonesty, the appeal process for disputed grades, drop or withdrawal policies, the communication of grading policy to students, distribution of the syllabus, and other similar policies.
18. **ENROLLMENT OF COURSES:** UTRGV will provide district or campus designees with support in developing appropriate course sequencing and selection. UTRGV will also facilitate course registration and will provide a point of contact for enrollment inquiries. Unless otherwise indicated, enrollment in individual courses is on a first-come, first-served basis; UTRGV does not guarantee every Program student the availability of a seat in any specific, individual course in any semester, whether in person at an approved UTRGV site or online.
19. **TRANSCRIPTING CREDIT:** For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course. Transcription of college credit will be the responsibility of UTRGV and transcription of high school credit will be the responsibility of BISD. BISD will determine how UTRGV grades will be recorded in the high school transcript for GPA and ranking purposes. BISD is responsible for making parents aware and knowledgeable of the decision made by BISD concerning these matters.

20. **EVALUATION AND ACCOUNTABILITY:** UTRGV staff will be responsible for the development and implementation of an evaluation process to determine the effectiveness of the Program. Measures of effectiveness shall include (without limitation) successful student academic performance in college courses, grades in classes offered by the Program, GPA, retention rates, and graduation rates. UTRGV and BISD agree to the following distinct and/or overlapping responsibilities and/or services as outlined in Exhibit B attached to this document.
21. **LIMITATION ON ENROLLMENT:** BISD may impose additional limitations on student enrollment in the Program. UTRGV will honor the Program Authorization Form for each participating student until high school graduation, unless written revocation notice is provided to UTRGV by the respective school principal.
22. **TRANSPORTATION:** All transportation will be provided by BISD or the individual student. Program students driving their own vehicles to campus will be subject to UTRGV parking rules and transportation rules as set by BISD.
23. **DUAL CREDIT RESOURCES AND RESEARCH:** The parties agree the tools listed below are available and appropriate to assist counselors, students, and families in selecting endorsements and dual credit courses. Additional tools may be adopted by mutual agreement of the parties. A sample of available resources includes:
- TEA House Bill 5: Foundation High School Program Website:  
[http://tea.texas.gov/Academics/Graduation Information/House Bill 5 Foundation High School Program](http://tea.texas.gov/Academics/Graduation%20Information/House%20Bill%205%20Foundation%20High%20School%20Program)
- THECB Dual Credit Overview:  
<http://www.thecb.state.tx.us/reports/PDF/1514.PDF>
- THECB Dual Credit Education in Texas Research:  
<http://www.thecb.state.tx.us/index.cfm?objectid=D455C380-7BA9-11E8-AE230050560100A9>
- UT System Dual Credit and Success in College Report:  
<https://www.utsystem.edu/documents/docs/ut-system-reports/2018/dual-credit-and-success-college>
- UTRGV Academic Advising Roadmaps:  
<https://www.utrgv.edu/advising/one-stop-shop/know-your-roadmap-to-graduation/index.htm>
24. **ALL PARTIES AGREE:**
- To certify that all sites where Program students participate in this Program are compliant with applicable state or federal disability laws;
  - To comply with all applicable provisions of the Family Education Rights and Privacy Act (20 USC §1232g, et seq). For purposes of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), each Party hereby designates the other as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records are

required by the receiving Party to carry out the Program. The Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA;

- c. In all cases, to comply with all federal, state, and local laws applicable to this MOU; and
- d. To have in place and abide by a policy prohibiting harassment or discrimination on any basis prohibited by applicable laws of the United States or the State of Texas.

25. **AMENDMENTS:** This MOU may be amended by a written document specifically referencing this MOU and signed by authorized officials of each Party.
26. **TERMINATION UPON NOTICE:** UTRGV and BISD, reserve the right to terminate this MOU upon written notice to the other parties ninety (90) days prior to the date of termination. In the event that there are less than ninety days remaining in any given semester, the actual date of termination will be the day after the completion of that semester. If this MOU is terminated during an academic term, students enrolled in Program classes will be allowed to finish their current coursework and receive appropriate course credit.
27. **INDEMNIFICATION:** To the extent authorized under Texas law and without waiving any defenses including governmental immunity, UTRGV and BISD each agree to be responsible for its own acts of negligence, which may arise in connection with any or all claims for damages, costs, and expenses to person(s) and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties. Additionally, as UTRGV and BISD are governmental entities of the State of Texas, the applicable provisions of the Texas Tort Claims Act as set forth in the Texas Civil Practice and Remedies Code §100.001 et. Seq. and the remedies authorized therein regarding claims or actions that may be asserted by third parties for accident, injury or death shall apply. UTRGV and BISD do not waive any immunity, limits of liability, or defenses, which are afforded to either of them under law, including without limitation under the Texas Tort Claims Act.
28. **NO ASSIGNMENT:** The parties may not assign this contract to any other party without written consent of the other two parties. Each party must conduct a criminal background check, at its own expense and consistent with its own policies, of all persons they appoint, employ, or assign to provide services under this contract.
29. **DISPUTES:** To address any dispute that may arise during the implementation of this MOU, a committee consisting of representatives from BISD and UTRGV will be established to discuss and resolve issues. This committee will meet on an "as needed basis" at the written request of any of the parties.
30. **GOVERNING LAW:** This contract shall be construed under and governed by the laws of the State of Texas.

31. **WAIVER:** The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

32. **MISCELLANEOUS:**

- a. Neither Party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
- b. This MOU represents the entire MOU by and between the Parties and supersedes all previous letters, understandings or oral agreements between the Parties. Any representations, promises, or guarantees made but not stated in body of this MOU are null and void and of no effect.
- d. Neither Party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
- e. If the Board adopts new rules or guidelines applicable to the Program during the term of this MOU, the new rules or guidelines shall prevail.

33. **NOTICES:** Notices give pursuant to this MOU shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

**UTRGV:**

Dr. Patricia Alvarez McHatton  
Executive Vice President for Academic Affairs, Student Success, and P-16 Integration  
The University of Texas Rio Grande Valley  
1201 W. University Dr.  
Edinburg, TX 78539

**Brownsville Independent School District:**

Superintendent of Schools  
Brownsville Independent School District  
1900 Price Rd.  
Brownsville, TX 78521



Executed effective as of the Effective Date by the following duly authorized representatives of the Parties:

The University of Texas Rio Grande Valley  
Name of Agency

By Patricia Alvarez Meddleton  
Authorized Signature

EVP for Academic Affairs, Student Success,  
and P-16 Integration  
Title

Date 11-26-19

Brownsville Independent School District  
Name of Agency

By Rene Gutierrez 1-16-20  
Authorized Signature  
Superintendent  
Title

Date 1-14-2020

The University of Texas Rio Grande Valley  
Name of Agency

By [Signature]  
Authorized Signature

Sr. AVP for Student Success  
Title

Date 11-26-2019

Brownsville Independent School District  
Name of Agency

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Date \_\_\_\_\_

The University of Texas Rio Grande Valley  
Name of Agency

By [Signature]  
Authorized Signature

EVP for Finance and Administration  
Title

Date 11/26/19

Exhibit A – Approved 42-hour Core Curriculum

Exhibit B – Goals for Dual Credit Programming



# Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

**Dr. René Gutiérrez**  
*Superintendent*

Memorandum of Understanding  
University of Texas Rio Grande Valley  
and Brownsville I.S.D.

Approved 01/14/2020 Regular Board Meeting

A handwritten signature in blue ink, reading "Minerva M. Peña", written over a horizontal line.

Minerva M. Peña  
Board President

A handwritten signature in blue ink, reading "Dr. Prisci Roca Tipton", written over a horizontal line.

Dr. Prisci Roca Tipton  
Board Secretary

A handwritten date "1/14/20" in blue ink, written over a horizontal line.

Date

**BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.**  
**BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.**