

No. _____



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Memorandum of Understanding Dual Enrollment – Texas A&M International

SUBMITTED BY: Pamela R. Juarez **OF:** Instruction Department

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: _____ July 22, 2009

Recommendation:

Administration recommends entering into the attached agreement.

Rationale:

Budgetary Information:

Board Policy Reference and Compliance:



Texas A&M International University
And United Independent School District
Memorandum of Understanding
For a
Dual Credit Relationship



PURPOSE

This Agreement will serve as the instructional relationship between Texas A&M International University (TAMIU) and United Independent School District (UISD) to facilitate the provisions of Dual Credit college courses as mandated by House Bill 1 of the 79th Texas Legislature.

1) DUAL CREDIT COURSES

- (a) Dual credit courses are courses in which a high school student enrolls in a college course and receives simultaneous academic credit for both the college and high school course. Courses offered for dual credit must be identified by TAMIU as college level academic courses. The courses are:

HIST 1302 History of the U. S. Since 1877

ENGL 1301 English Composition I

ENGL 1302 English Composition II

MATH 1314 College Algebra or an agreed upon alternative for those students eligible to enroll in a more advanced course

- (b) TAMIU will teach dual credit course sections in accordance with TAMIU's enrollment guidelines.

The guidelines are as follows:

HIST 1302: Minimum of 75 students per class; maximum will be determined by the size of the room; ENGL 1301 and ENGL 1302: minimum of 22 and maximum of 25 students per class; MATH 1314: approximately 60 students per class; maximum will be determined by the size of the room.

- (c) Supplemental materials, textbooks, and equipment required by the dual credit courses will be provided by UISD to students who are participating under this agreement.
- (d) UISD will assume all responsibility for payment of tuition and fees due for matriculation for UISD high school students participating under this agreement
- (e) TAMIU is not required under this agreement to offer dual credit courses for UISD high school students, if prevailing conditions at the university prevent TAMIU from doing so.

2) STUDENT ELIGIBILITY

- (a) High school students must demonstrate eligibility to enroll in dual credit courses in the eleventh and/or twelfth grade by meeting (1) Texas Success Initiative and dual credit standards; (2) TAMIU's course placement requirements; and (3) overall high school grade average of 85.

TAMIU's course placement requirements are described in the table below.

Course	TAKS	THEA	Compass	Accuplacer
MATH 1314	2200 or higher on Math TAKS	250 on Math subtest	45 on Algebra Subtest	66 on Elementary Algebra subtest
ENGL 1301	2200 or higher on English Language Arts section of TAKS & a score of 3 or above on the essay	240 on English component	6 on essay AND 59 on objective test	6 on essay AND 88 on objective test
HIST 1302	2200 or higher on English Language Arts section of TAKS & a score of 3 or above on the essay	230 on Reading Subtest	81 on Reading subtest	78 on Reading Subtest

- (b) To be eligible for enrollment in a dual credit course, students must meet all of TAMIU's regular prerequisite requirements designated for the course.

ENGL 1302 has a prerequisite of ENGL 1301, which must be completed with a C or better.

- (c) High school students shall not be enrolled in more than two dual credit courses per semester.

3. LOCATION OF CLASS AND SCHEDULE

- (a) Dual credit courses will be taught on the TAMIU campus in accordance with the University's instructional calendar.
- (b) TAMIU will schedule dual credit course sections within its regular course schedule at times that are mutually agreed upon in consultation with officials from UISD.

4) COMPOSITION OF CLASS

- (a) Dual credit courses will include dual credit students who have met the eligibility requirements for dual credit and whose course is required for completion under either the Recommended or Distinguished Achievement High School graduation plan.
- (b) Dual credit courses may be composed of dual credit students or dual and college credit students.

5) FACULTY, SUPERVISION, AND EVALUATION

- (a) TAMIU will select instructors for college level dual credit courses.
- (b) Instructors will meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by TAMIU to select faculty responsible for teaching the same college level course.
- (c) TAMIU will supervise and evaluate instructors of dual credit courses using the same procedures used for regularly employed faculty.

6) COURSE CURRICULUM, INSTRUCTION, AND GRADING

- (a) TAMIU dual credit courses are equivalent to any other college level courses with respect curriculum, instruction and grading criteria.
- (b) Dual credit courses will meet and exceed Texas Essential Knowledge and Skills (TEKS) for the courses they replace. Reinforcement of these TEKS will be the responsibility of the school district.
- (c) Textbooks used in dual credit courses will be the same as those used in the regular college course taught by TAMIU. Textbooks will be adopted for a minimum period of three (3) years.

7) ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

- (a) Regular academic policies applicable to college level courses taught by TAMIU will also apply to dual credit courses offered under this agreement. These policies include the Early Alert process, mid-semester progress reports, the appeal process for disputed grades, drop policy, the communication of grading policy to students, distribution of course syllabus and any pertinent policies or guidelines associated with the dual credit courses.

- (b) Students enrolled in a dual credit course, offered under this agreement, will have access only to instructional resources at TAMIU for which fees have been paid by UISD. As noted under section 10 (Costs), new fees may be added by mutual agreement in exchange for the delivery of additional services or access to facilities.
- (c) Students with appropriately documented disabilities may request reasonable accommodations which will afford them equal access to all educational programs and activities that Texas A&M International University provides or sanctions. For additional information, students should contact the Disability Services Coordinator at 956-326-2230 or in room 124 of the Student Center.

8) TRANSCRIPTION OF CREDIT

TAMIU will be responsible for maintaining the dual credit student college transcript and dual credit courses will be identified as college level. UISD will be responsible for maintaining the high school student's transcript.

9) FUNDING

The state funding for dual credit courses will be available to both public school districts and colleges based upon the current funding rules and agreements between the Texas Education Agency and the Texas Higher Education Coordinating Board.

10) COSTS

UISD will assume responsibility for the timely payment of all tuition and fees for students enrolled in required Dual Enrollment (House Bill 1) courses. TAMIU will provide an account of students' tuition and fees and will invoice UISD for that amount. Tuition and fees are reviewed annually and will be adjusted, if there is any campus-wide increase to the applicable tuition rates or fees, or if the legislature increases the state rate of tuition; and/or may be adjusted if the TAMIU reduces the amount of the current designated tuition waiver; and/or may be adjusted if TAMIU and UISD agree to add new fees (from those currently charged to TAMIU students) in exchange for the delivery of additional services or access to additional facilities. Any such adjustments will be communicated to UISD during the spring semester to align with the UISD budget process.

11) INDEMNITY

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that TAMIU is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding TAMIU's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving TAMIU's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, TAMIU shall indemnify and hold harmless UISD and UISD's officers, agents, and employees, and assigns from all suits, actions, damages, demands or other claims of any character brought for or on account of injury to a person or property arising solely from TAMIU's own acts of negligence in carrying out its obligations under this agreement.

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that UISD is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding TAMIU's liability beyond the statutory limits of the Texas Tort Claims Act or

under existing law, and furthermore, without waiving UISD's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, UISD shall indemnify and hold harmless TAMIU and TAMIU's officers, agents, and employees, and assigns from all suits, actions, damages, demands or other claims of any character brought for or on account of injury to a person or property arising solely from TAMIU's own acts of negligence in carrying out its obligations under this agreement.

12) TERMS OF AGREEMENT

- (a) This MOU will be in effect through August 31, 2012. The MOU will be reviewed on an annual basis during the initial term, and the parties may mutually agree to renew the MOU for successive one (1) year terms following the initial term.
- (b) TAMIU and UISD reserve the mutual right to terminate this agreement through a written not given within ninety (90) days prior to the termination date. In this event, the termination will be the day after the end of the semester during which the 90-day period expires.
- (c) Students enrolled in dual credit courses at the time the notice is given will be permitted to complete the course(s) until the end of the semester in which the notice is first given.
- (d) An amendment to this Agreement is not effective until approved in writing by an authorized representative from TAMIU and UISD.

13) GENERAL PROVISIONS

- (a) Each party acknowledges that the other is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this agreement.
- (b) This agreement is performable in Webb County, Texas. Further, the validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the constitution and the laws of the State of Texas.
- (c) Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- (d) Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier, delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. Each party can change its respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMIU: Texas A&M International University

Attn:

5201 University Boulevard

Laredo, Texas 78041

Phone: 956-326-

Fax: 956-326-

Email:

UISD: United Independent School District

Attn:

Address:

Phone: 956-

Fax: 956-

Email:

This agreement shall become effective upon approval by the governing board of UISD, upon signing by the Board President of UISD or his/her designee, and upon signing by the President of Texas A&M International University. This Agreement shall remain in effect until amended or terminated by either party with ninety (90) days written notice. Termination by either party is effective the day after the end of the semester during which the 90-day period expires.

Signed in two original documents on _____, 2009.

Dr. Ray Keck, III
TAMIU President

Mr. Roberto Santos
UISD Superintendent

Date

Date

Revised June 29, 2009