

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**The University of Texas at San Antonio**

**and**

**United Independent School District**

This Memorandum of Understanding (MOU) is made and entered into by and between The University of Texas at San Antonio (“UTSA”), a public agency of the State of Texas and an academic component of The University of Texas System, and United Independent School District (“District”), a political subdivision of and public school district in the State of Texas. Collectively, UTSA and the District shall be referred to as the “Parties.” This MOU will be effective for a five year period, beginning on August 1, 2023, and ending on August 1, 2028 subject to termination provisions outlined in this MOU.

## **Recitals**

**WHEREAS**, as part of its community services programs, UTSA operates outreach-based programs, including those of the Office for Instructional Outreach, that promote educational access, college readiness, and effective academic practices based on research to help students improve their grades and enroll and graduate from an institution of higher education;

**WHEREAS**, District provides K-12 instruction and post-secondary readiness for students attending its schools; and

**WHEREAS**, UTSA and District desire to establish and support a dual credit program for students (“Program”) wherein dual credit is given to high school students upon completion of enrollment requirements, and

**THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

### **1. Term:**

- UTSA agrees to operate the Program during the term of this Agreement. District and UTSA shall be identified as contributing parties in all printed materials and publicity reflecting the Program name. The term of this Agreement shall be for one five (5) year period, starting on August 1, 2023 and ending on August 1, 2028, subject to termination provisions outlined in this MOU. The term of this Agreement may be extended upon written approval of the Parties.

### **2. Program Goals:**

- Specific program goals are aligned with the statewide goals developed under TEC 28.009, Subsection (b-1), including but not limited to:
  - Improve enrollment in and acceleration through postsecondary education.
  - Improve student performance in college-level coursework.
  - Develop an effective bridge between secondary and postsecondary education in the state of Texas.

### **3. Evaluation and Accountability:**

- UTSA staff shall be responsible for the management of the Program including providing curriculum alignment between high school and university academic programs, crosswalks, instructors, and other necessary tangible, summer college preparation services and resources except as identified herein, and tracking and evaluating the continuing effectiveness of the Program. Measures of effectiveness shall include, but are not limited to, successful student academic progress in college courses, grades in classes offered by the Program, and students' college GPA. UTSA will track Program students after high school graduation and their enrollment at UTSA as candidates for a degree, to measure individual persistence and eventual college degree completion.
- All Parties will designate Program leads who will represent their Party and will be directed to meet periodically, at dates to be mutually determined by the Parties and at least once prior to the beginning of each academic year, to review student qualifying criteria, identify students for participation in the Program during the applicable school year, and determine course offerings for the upcoming enrollment period.
- This Agreement may be amended by mutual written agreement of all Parties by issuing an Amendment or Addendum to it duly signed by authorized officials of the Parties.

### **4. Communication:**

- UTSA and District officials will work collectively to provide the necessary information to ensure an effective dual credit course schedule is created and maintained.
- The District will work collaboratively with UTSA to identify eligible students for purposes of recruitment and registration into the scheduled courses.
- The District will appoint a liaison(s) with the authority to approve courses and certify student eligibility. UTSA will appoint a liaison(s) with the authority to approve student eligibility, registration, and integration into UTSA dual credit courses. The acting UTSA liaison for this initiative will be the Department of Instructional Outreach designee (IO Designee).
- The District liaison(s) will collect and report all required supplemental application records and documents to the IO Designee prior to student registration.
- The District liaison will coordinate with the IO Designee to schedule initial campus visit(s), the "Dual Credit Day" Apply Texas session, and UTSA Orientation prior to the end of each spring semester.

### **5. Eligible Courses:**

- The college-level academic courses will comply with the rules and regulations of the Texas Higher Education Coordinating Board ("THECB") and the Southern Association of Colleges and Schools Commission on Colleges ("SACS-COC"). All college-level academic courses will adhere to the description and content of the course as defined in the current edition of the Academic Course Guide Manual ("ACGM").
- As outlined by the Texas Administrative Code, Title 19, Chapter 4, Subchapter D, courses offered for dual credit by public universities must be in the approved undergraduate course inventory of the university. A college course offered for dual credit must be either: in the core curriculum of the public institution of higher education providing the credit; a career

and technical education course; or a foreign language course. All courses offered through this agreement shall adhere to these standards.

- Courses provide advanced academic instruction and content, which may provide the student the opportunity to master the Texas Essential Knowledge and Skills (“TEKS”) for the appropriate corresponding high school course.
- Remedial and developmental education courses are not approved for dual credit.

**6. Student Eligibility:**

- Students eligible for dual credit enrollment must be in either 10<sup>th</sup>, 11<sup>th</sup> or 12<sup>th</sup> grade and meet any listed University readiness standards under the provisions of the Texas Success Initiative (“TSI”) or SAT/ACT and be admissible to the University.
- Specific exceptions to eligibility are defined in Title 19 of the Texas Administrative Code (“TAC”) Section 4.85 (b), as amended.

**7. Location of Course:**

- Courses will be taught either on a UTSA campus/site or may also be taught online. UTSA will provide more specific details about the location to the District in advance of the start date of the course.

**8. Student Composition of Course:**

- Dual credit courses may consist of either District dual credit students only (i.e., closed section) or District dual credit students and UTSA undergraduate students (open section) courses, at the District’s discretion.

**9. Faculty Selection, Supervision, and Evaluation:**

- UTSA will:
  - Hire and pay qualified faculty according to UTSA rules and regulations, which includes an appropriate criminal background check;
  - Supervise and evaluate the faculty with the same procedures and under the same standards used on the UTSA campus for faculty; and
  - Arrange for substitutes when faculty are attending UTSA activities or for extended absences.

**10. Course Curriculum, Instruction, and Grading:**

- UTSA and District will clearly define the contact hours, curriculum and grades of embedded dual credit courses.
- Dual credit courses will mirror UTSA courses offered to undergraduate University students. UTSA will ensure the curriculum, materials, instruction, grading, and rigor will be equivalent to the course offered to UTSA students.
- District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the TEKS and all other law applicable to Texas public school districts and that District students are able to meet all high school graduation requirements, including all End of Course examinations while earning college credit. UTSA will be responsible for

developing, maintaining, and ensuring the Student Learning Outcomes (“SLOs”) are met, and the quality of instruction for the college course(s) is rigorous.

- The District will notify the course instructor two (2) days in advance of any planned activity that will interrupt course instruction.
- Attendance information and nine-week grade requests will be accommodated.
- Course evaluations will be administered by UTSA at the end of the course.
- The District is responsible for administering state mandated course specific exams or any other state-mandated assessments.
- Student transcripts and official final grade reports provided to the District will be reported in the form of letter grades, save where numerical grades will be provided for the purpose of calculating the District’s Grade Point Averages. No percentage grades will be assigned.

#### **11. Academic Policies:**

- Course performance will be part of the student’s permanent academic record.
- Students are subject to all UTSA Rules including the student code of conduct and disciplinary standards as published in the UTSA catalog and are subject to the penalties defined therein.
- Students are subject to all UTSA Rules in regards to academic standing as published in the UTSA catalog and are subject to the penalties defined therein.
- Students have access to the grievance procedures published in the catalog.
- District policy will be followed for any non-instructional issues. The District will provide placement for students who are withdrawn from the course for any reason.

#### **12. FERPA, Data Use and Confidentiality:**

- For purposes of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), the Parties hereby designate each other as a school official with a legitimate educational interest in the educational records of District students who enroll in dual credit courses to the extent that access to the records are required by the Parties.
- FERPA prohibits the Parties from sharing personally identifiable data of District students (“Data”) with third-parties without prior written consent of District students or an exception that exists as a matter of law or regulation. The Parties contemplate requesting and using Data in accordance with FERPA and within its exceptions.
- The Parties contemplate sharing data with each other to assist in tracking and improving educational outcomes for District students who receive services or are contemplated to receive services as specifically provided herein, and pursuant to any specific data requested, disclosed and/or shared by the Parties.
- The Parties also agree to use Data for reporting, audit, evaluation, research, court orders and other education-related purposes, provided that only aggregated, non-personally identifiable Data may be shared with outside third-party agencies, only as authorized under FERPA and the Parties’ respective privacy policies.
- To meet reporting requirements of local, state or federal agencies and/or grants, UTSA and/or the District may also report aggregated, non-personally identifiable Data to the appropriate local, state, or federal agency in accordance with the reporting requirements of the agency.

- Data shared between the Parties will also serve to keep the District informed of students in jeopardy of failing a class and providing numerical grades for the purpose of calculating District Grade Point Averages. The District and UTSA will also share Data that includes the following: attendance, college placement scores, credit hours taken within this program and outcome-based measures as listed on the Texas Education Agency (“TEA”) Blueprint.
- The Parties agree to notify each other if Data is requested to be shared with outside third-parties. UTSA will conduct an independent analysis of each specific data request to determine whether an exception, if any, applies to the specific request. Any applicable Data Sharing Agreement will be individualized and conform to the specific legal requirements associated with the Data and such Agreement shall be mutually agreeable to the Parties.
- Abiding with FERPA regulations, the Parties agree to maintain the confidentiality of personally identifiable data at all times and will keep the data in a secure location. The Parties shall restrict access to personally identifiable data to only those employees who are identified in the District and/or UTSA for the specific project or data sharing event outlined in this Agreement. Parties agree not to release or disclose any of the data in any manner except as expressly described in this Agreement, as allowed under state or federal law and/or a separate agreement of the Parties.

### **13. Student Support Services and Instructional Materials:**

- The District will provide technology appropriate for the course(s) to the enrolled dual credit students.
- UTSA will provide an initial District visit to provide all interested students and parents an overview of the Early Birds Dual Credit program, requirements, and application process.
- UTSA will provide an on-campus orientation session to all enrolled high school students and/or parents prior to the beginning of the course. These sessions will include information regarding campus layout, academic policies, support services, syllabus and curriculum, and student opportunities and commitments. Dual credit students will meet with UTSA IO Student Development Specialist for academic advising on best practices and classroom success strategies prior to course start.
- Students will be registered directly through UTSA by UTSA IO staff during regularly scheduled registrations, or during special registration sessions.
- Students enrolled in dual credit courses shall be eligible to utilize the same or comparable academic and instructional support services that are afforded college students on all UTSA campuses, including: academic advising, academic coaching, tutoring, supplemental instruction, writing center, career center, counseling center, disability services.
- Instructional materials will be purchased by the District. UTSA will encourage instructors to utilize free or low-cost education resources in courses offered under the program.

### **14. Transcription of Credit:**

- UTSA will transcribe the course credit hours earned and provide the District transcripts at the end of each fall and spring semester.
- All student grades reported on transcripts will be provided in letter grade format. No percentage grades will be given.

- The District transcription of grades for courses may differ from UTSA based on TEA policies, specifically those relating to courses required to have End of Course STAAR exams.

#### **15. Funding:**

- Both UTSA and the District will report students for state funding purposes consistent with applicable law and regulation.

#### **16. Tuition:**

- Tuition and fees for dual credit students in the fall and spring semesters will be paid following APPENDIX A and is defined as dual credit tuition (in-district) plus required fees.

#### **17. Payment for Services:**

- **Payment Processes:** The District hereby agrees to reimburse UTSA the full sum of admissions processing and tuition fees charged to students taking courses for the purpose of receiving dual credit through this partnership.
  - **Admissions Fees:** District will pay all admissions fees for every student who enrolls in dual credit during their listed semester of entry. UTSA admissions processing documentation will be submitted following census date, and provided to District when invoice is remitted. All District payments must be made by date listed on invoice.
  - **Tuition Fees:** District will pay all appropriate tuition and fees for every student listed on the census date course roster. Payments for all course tuition fees will be outlined through UTSA invoice, and submitted to District following the UTSA semester census date. All District payments must be made by the date listed on invoice and in accordance with the Texas Prompt Payment Act.
- **Cancellation(s):** The District may cancel a dual credit course section, provided justification is made. Deadline for any cancellation(s) is 30 business days prior to the UTSA semester course start date. If the District cancels after this deadline, it will be required to pay all admissions processing fees, as well as 50% of tuition and fees for full course section (35 students) as outlined in APPENDIX A.
- **Contact Hours:** If the District requests that the course meet for more than the number of contact hours approved by the THECB, the District will reimburse UTSA for the cost of additional instruction or supervision at the current UTSA rate.

#### **18. Miscellaneous:**

- **Authorization of Agreement:** Each party represents to the other that the execution of this MOU has been duly authorized, and that this MOU constitutes a valid and enforceable obligation of such party according to its terms.

- **Non-exclusive:** This MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- **Amendments:** No amendment to or assignment of the MOU will be effective unless reduced to writing and signed by both Parties. However, throughout the term both Parties' respective District Liaison and University Program Manager may collaborate on any mutually agreed upon District addendums as needed.
- **Termination:** Any party may terminate this MOU in its entirety for any reason or no reason at all with six (6) months advance written notice to the other party. Termination will be effective either in six months or whenever all students currently enrolled in courses pursuant to this MOU have completed their respective course(s), whichever is later.
- **Relationship of Parties:** Neither party is an employee, partner, joint venturer, or agent of the other and will make no representation as such. Neither party has the authority to bind the other party.
- **Compliance with Laws:** All activities performed pursuant to this MOU will be performed in accordance with all applicable federal, state and local laws, rules, and regulations. Parties agree to abide by and maintain the confidentiality of the educational records in accordance with the Family Educational Rights and Privacy Act and any other applicable federal and state laws/regulations addressing student privacy as amended. University Rules will apply to any on-campus activities or services performed pursuant to this MOU. For purposes of this MOU, "University Rules" means (i) the Rules and Regulations of the Board of Regents of The University of Texas System (<http://www.utsystem.edu/board-of-regents/rules>); (ii) the policies of The University of Texas System (<http://www.utsystem.edu/bor/procedures/policy/>); (iii) the institutional rules and regulations and policies of University ([www.utsa.edu/policies.html](http://www.utsa.edu/policies.html)); (iv) University's Standards of Conduct Guide, (<http://utsa.edu/acrs/>); (v) University's parking rules and regulations (<http://utsa.edu/auxiliary/parking.html>) and (vi) Child Protection Training ([http://www.utsa.edu/acrs/Training/sb1414\\_training.html](http://www.utsa.edu/acrs/Training/sb1414_training.html)).
- **Force Majeure:** Neither party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, terrorist activity or threat, new order or restriction by any governmental authority.
- **Governing Law & Venue:** This MOU will be construed, enforced, and governed by the laws of the State of Texas. The venue for any dispute arising from or related to this MOU will be in Bexar County.
- **Severability:** If any provision of this MOU is determined by a proper court or authority to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect or impair the remainder of this MOU, and this MOU will remain in full force and effect without such invalid, illegal, or unenforceable provision.

In Witness thereof, this MOU has been executed on behalf of the Parties as of the effective date written in the first paragraph.

**United Independent School District:**

By David H. Gonzalez 8-16-23  
David H. Gonzalez Date  
Superintendent of Schools

**The University of Texas at San Antonio:**

By Heather Shipley 8/31/2023  
Heather Shipley, Ph.D. Date  
Interim Provost and Senior Vice President of Academic Affairs  
Peter T. Flawn Chair



**APPENDIX A**  
**UTSA Early Birds Dual Credit**

**TUITION COSTS AND FEES:** \*\*Fee waivers subject to change. Any and all changes will be submitted to district partners prior to implementation.

<b>Fee Name</b>	<b>Paid by (Fees Waived by UTSA are as indicated)</b>
Resident Statutory Tuition	Paid by ISD Partner
Board Designated Tuition	Partially waived by UTSA (adjusted to \$21 per SCH)
Athletics Fee	Waived by UTSA
Differential Tuition	Waived by UTSA
Application Fee	Partially Waived by UTSA (one time enrollment fee charged)
Technology Solutions Fee	Waived by UTSA
Digital Learning Fee	Waived by UTSA (unless the delivery mode is online)
International Education Fee	Waived by UTSA
Teaching and Learning Services Fee	Waived by UTSA
Library Resources Fee	Waived by UTSA
Medical Services Fee	Waived by UTSA
University Publication Fee	Waived by UTSA
Recreation Center Fee	Waived by UTSA
Student Data Management Fee	Waived by UTSA
Student Services Fee	Waived by UTSA
Transportation Fee	Waived by UTSA
Student Union Fee	Waived by UTSA
Undergraduate Advising Fee	Waived by UTSA

Total UTSA tuition fees (per 3 hour course) = \$1,308.98 per student

Total UTSA tuition fee waivers (per 3 hour course) = \$1,093.98 per student

Total admissions fees charged to ISD Partner = \$45.00 per student

Total tuition amount charged to ISD Partner per credit hour = \$74.00 per student

Total tuition amount charged to ISD Partner (per 3 hour course) = \$215.00 per student

Total tuition amount charged to ISD Partner (per 4 hour course) = \$287.00 per student

**\*\*DOES NOT INCLUDE COST OF INSTRUCTIONAL MATERIALS**



Office of the President

MEMORANDUM

TO: Ms. Veronica Salazar, Sr. Vice President for Business Affairs  
Dr. Kimberly Andrews Espy, Provost and Sr. Vice President for Academic Affairs

FROM: Dr. Taylor Eighmy, President

SUBJECT: Blanket Authorization to Waive Mandatory Fees and Adjust Tuition Costs for Students Enrolled in Dual Credit Programs

DATE: March 14, 2022

This memorandum, effective the date signed below, provides my expressed authority for the waiver of certain mandatory fees and tuition adjustment for Dual Credit programs facilitated through UTSA and noted below. This waiver includes all course and incidental fees for Dual Credit students.

The University of Texas at San Antonio agrees to waive the following fees, as authorized in the Texas Education Code, Section 54.5035, and adjust designated tuition for Dual Credit programs:

- Advising Fee
- Athletics Fee
- Application Fee (substituted with a one-time enrollment fee of \$45)
- Technology Solutions Fee
- Digital Learning Fee (unless the delivery mode is online)
- International Education Fee
- Teaching and Learning Services Fee
- Library Resources Fee
- Medical Services Fee
- University Publication Fee
- Recreation Center Fee
- Student Data Management Fee
- Student Services Fee
- Transportation Fee
- Student Union Fee
- Differential Tuition
- Designated Tuition adjusted to a cost of \$21 per SCH

To invoke this blanket authorization, the Office of Instructional Outreach and Retention will send, prior to established registration deadlines, the list of the Dual Credit course information and the associated approved MOU, to the Assistant Vice President of Financial Services, who will process the waivers as warranted.

This action is authorized pursuant with the U. T. Board of Regents' Rule 40401 Part 2, Section2, which provides authority for me to grant exemptions and waivers from tuition and fees, and other charges, in accordance with the statute. This blanket authorization is in effect until otherwise revoked or revised in writing.

The waiver should be applied to all Dual Credit students enrolled in the approved courses.

Signature:

DocuSigned by:  
  
E1FD7BA650E34F2...

Dr. Taylor Eighmy, President

3/22/2022

Date