



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: January 19, 2022

Agenda Section: Consent

Agenda Item Title: Memorandum of Understanding between South San ISD and Texas A&M San Antonio for dual credit courses

From: Theresa Servellon
Additional Presenters if Applicable: None

Description: This will allow us to host and/or send students to TAMUSA so that they may earn dual credit in various subjects.

Historical Data: This is the second year we have partnered with TAMUSA for dual credit opportunities for our students.

Recommendation: Approve the MOU with TAMUSA for dual credit courses

Funding Budget Code and Amount: 199-E-11-6223-00-001-0-11-0-07

**Memorandum of Understanding
For A Dual Credit Partnership
Between Texas A&M University-San Antonio
And South San Antonio Independent School District**

This Memorandum of Understanding ("MOU) is hereby entered into by and between Texas A&M University-San Antonio, a member of the Texas A&M University System, an agency of the State of Texas (hereinafter called "University"), acting by and through its President and the South San Antonio Independent School District, a Texas political subdivision (hereinafter called "District"), acting by and through its Superintendent.

Preamble

WHEREAS the parties to this MOU desire to establish a Dual Credit Partnership ("DC"), serving grades 9-12, and provide Concurrent Enrollment for Academic Dual Credit University courses for high school students for whom a smooth transition into postsecondary education is now problematic, including students who are first-generation college goers, students who have not had access to the academic preparation needed to meet college readiness standards, students for whom the cost of college is prohibitive, underrepresented minorities, and English language learners.

WHEREAS Dual Credit partnerships prepare high school students through the implementation of high school readiness standards for successful career and educational futures through full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates; and

WHEREAS both the District and University are willing and able to participate in the facilitation of this program to the benefit of the students the program seeks to assist;

NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth herein, the parties agree as follows:

Statement of General Duties and Obligation

1. Governance

a. The DC established under Texas Education Code Sec. 28.009, and this MOU will be governed by state and federal laws and regulations, and District policies and requirements.

b. Except as expressly provided in the MOU, the District shall be responsible for the management and operation of the DC program.

c. An advisory committee composed of representatives from the University and District will meet monthly to evaluate instructional and programmatic activities, identify problems, issues and

challenges that arise and make recommendations regarding more effective coordination and collaboration.

d. The school principal (chief administrative officer of the dual credit program) will be an employee of the District and not an employee of the University. The District will be responsible for payment of salary and benefits, if any, to the principal, and the principal shall not be entitled to receive salary or employee benefits from the University, including but not limited to unemployment compensation, Workers' compensation, health insurance, and retirement benefits. The District assumes full responsibility for all benefits including, but not limited to, workers' compensation, unemployment insurance, Social Security, Medicare and income taxes concerning the principal.

e. All DC instructors must meet state certification requirements in their subject area to teach in the State of Texas. DC faculty will be hired and evaluated by the University. All University instructors must meet the University's academic requirements for the Academic Dual Credit Courses. University faculty will be hired and evaluated by the University.

f. As used in this MOU, the term "partnership" (including all its derivatives) is used solely with the meaning of "collaboration" and is not intended to create, nor shall it create, any rights or obligations (other than those contractual obligations expressly provided in this MOU) under the laws of partnership of any jurisdiction. This MOU does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

2. Goals of the Dual Credit Program

In accordance with the provisions of Texas Education Code, Section 28.009 (b-1) and (b-2), the University and DISTRICT 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: The university and DISTRICT 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:

The university and DISTRICT will collaborate to host information sessions for students and parents concerning dual credit opportunities, benefits, and cost. The university and DISTRICT agree to maintain the most current information on their respective webpages concerning the dual credit program, including enrollment and fee policies. The university agrees to provide appropriate training to the high school and middle school counselors of the DISTRICT on all pertinent aspects of the dual credit program at least once each academic year. The university and DISTRICT 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. The parties jointly agree to maintain documentation summarizing the collaboration and outreach efforts of the University and DISTRICT such that it will be readily available and to post it as appropriate.

Goal 2: The University and DISTRICT will assist high school students in the successful transition to and acceleration through postsecondary education. In support of this goal, The University and DISTRICT agree to collaborate to jointly monitor the following quality indicators:

- Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
- Student enrollment in postsecondary education after high school.
- Time to degree completion.
- Semester credit hours to degree.

Goal 3: The University and DISTRICT 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, The University and DISTRICT agree to collaborate to jointly monitor the following quality indicators:

- Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
- Student enrollment in postsecondary education after high school.
- Time to degree completion.
- Decrease in excess number of semester credit hours beyond required hours to degree completion.

Goal 4: The University and DISTRICT 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, the University and DISTRICT agree to jointly monitor student performance in subsequent course work.

3. Eligible Courses

The University will give credit for courses taken as dual credit courses with a primary emphasis on the core curriculum requirements for all degrees which include a total of 42 semester credit hours (SCHs).

4. Course Compliance

The University is responsible for involving full-time faculty teaching in the discipline to oversee college course selection and sequence as appropriate for DC students. Academic department chairs and their faculty will be involved in the assignment of faculty to teach the University courses.

5. Student Eligibility

The DC program shall comply with State Board of Education rules regarding the administration of the assessment instruments as required by Subchapter B, Chapter 39, of the Texas Education Code. In addition, the DC program must administer a Texas Success Initiative (TSI) college placement exam, such as the Texas Higher Education Assessment (THEA) and Accuplacer, to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing. The University will assist the DC program in the administration of the TSI college placement exam. All students must display college readiness in all areas of the TSI or meet an exemption for admissions into the University.

6. Course Curriculum, Instruction and Grading

The DC program will organize a curriculum committee with representatives from the District, DC faculty, and University faculty representing core content areas to maintain curriculum alignment and help implement college readiness standards into the high school curriculum and the development of a crosswalk. If applicable, stipends for University faculty will not be paid by the District. The DC program is responsible for ensuring that state course requirements for high school graduation are fulfilled.

The University will keep the DC program abreast of students in jeopardy of failing a class and provide numerical grades to calculate District GPAs. The University will report the status of DC students' progress in University classes during the fourth week of each University semester, and will also report Mid-semester grades four weeks later. Semester grades and grading policies are outlined in each instructor's course syllabus. DC personnel are responsible for advising DC students concerning academic progress in the course's high school component.

Grades are due in the Office of the Registrar by the published date and time. Grade reports will reflect term and cumulative GPAs.

The University uses the following grading system:

Grade	Interpretation	Grade Point Per Semester Hour
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A	Excellent	4.0
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B	Good	3.0
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C	Satisfactory	2.0
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D	Minimum Passing	1.0
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F	Failing	0.0
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I Incomplete Not Computed

W Withdrew Not Computed

7. Transcription of Credit

Transcript corrections due to major change or repeated courses are updated before the next grade reporting period. The University Registrar will provide appropriate security and confidentiality measures for reporting and posting of grades and transcript maintenance. The DC program shall follow District policy as to the weighing system for the University grade for the DC student's final high school grade point average (GPA).

8. Academic Policies and Student Support Services

DC students must meet university academic standards for coursework completed at the University. Students will be placed on Academic Probation at the end of any long semester (Fall or Spring) when their institutional cumulative grade point average at the University falls below 2.0. Such students are encouraged to participate in academic support programs and to seek academic advising. Students on Academic Probation may enroll for one additional semester in either the Fall or Spring terms in an attempt to achieve the required institutional cumulative grade point average of 2.0 or better. All grade points earned by a student will be included in computing the current semester grade point average. In case of a repeated course, the last grade recorded will be used in the computation. Students on Academic Probation who fail to achieve the minimum cumulative grade point average during the next long semester will be placed on Academic Suspension. Students on Academic Suspension must sit out one long semester, and may re-enroll after such absence under Academic Probation. Before enrolling in the Fall or Spring, the returning student must meet with an academic advisor to develop an academic improvement plan. The student may appeal the Academic Suspension to the Dean or the Dean's designate of the College/School in which he/she is pursuing a degree by submitting a petition for academic reinstatement and a student self-assessment. If the petition is approved, the student will be permitted to enroll on Academic Probation. Before enrolling, the student must meet with the Dean to develop an academic improvement plan.

High school students, high school instructors, and staff will have access to all DC instructional facilities on the University campus and to certain agreed upon non-instructional resources available at the University. Students, instructors, and high school staff will receive a campus identification card. The District will evaluate the facilities on an on-going basis and determine the necessity of providing additional facilities in the future.

9. Professional Development for DC Faculty

The DC program and University shall provide opportunities for DC and University faculty to collaborate through planning, teaching, and professional development. The DC program will provide common planning time for DC instructional faculty and other appropriate staff, including school leaders and, when possible, University faculty. Teacher mentoring and professional development will be made available when necessary. When possible, the University shall participate in and create professional development opportunities for DC faculty, including adjunct and dual enrollment faculty training each semester.

10. Location and Composition of Class

Courses will be conducted at facilities provided by the District on the DC site and/or on the University campus. Some courses may be delivered through the use of distance-learning technology. DC students will be embedded with traditional college students at the University site or as a DC cohort at the high school campus.

11. Tuition and Fees

The University will charge \$55.00 per credit hour, \$40.00 university services, and \$10.00 recreational sports fee per student, per course. New fees may be added only if the University and District agree to add new fees (from those currently charged to University students) in exchange for the delivery of additional services or access to additional facilities. Any such adjustments will be communicated to the District during the Spring semester to align with the District's budget process. Tuition bills are sent after the census date of every semester. If students are dropped or withdrawn prior to the census date, the District may still owe a part of the tuition and fees. Refer to the academic calendar for the last day students can withdraw before tuition and fees are due.

12. Books and Supplemental Materials

The District will provide DC students with University-approved textbooks, for courses taught by University faculty. The District will be responsible for purchasing textbooks and supplemental materials required for classes from the most cost-effective entity as determined by the course syllabi and provided to students enrolled in the DC program. Textbooks purchased by the District for University courses taught as part of the DC program should be used at least 3 years from the date of purchase or until a new edition is available.

13. Technology and Technology Support

The University's Office of Information Technology will provide Help Desk support to the DC program and work in collaboration with the District's Technology Department.

14. Student Recruitment and Selection

To secure the broadest applicant pool possible, the DC program will recruit qualified eighth-grade students at all participating districts' middle schools. This process will include:

- Creation of an DC website that provides recruitment and admission information;
- Distribution of recruitment/admission packets to middle school students in the School District;
- Meetings with middle school counselors to introduce and explain the concept of the DC;
- Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of the DC program;
- Presentation of recruitment and admission information in a bilingual mode; and
- Parent and student interviews

15. Student Enrollment and Attendance Policies

All DC students will take the required college placement exams and must be college ready in all areas to enroll in University courses. Upon agreement of all parties, the University will assist with enrollment for the DC program at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. The DC principal's office and counseling center, working with the University's registrar's office, will maintain a schedule of courses that will be offered to every cohort planning and advising purposes. Students will be advised as to the transferability of all University credit offered and earned.

It is assumed that a vital part of every student's education is regular attendance of class meetings. Every faculty member keeps a current attendance record on all students. Additional information is available in the current University Student Handbook.

A student who abandons courses without officially withdrawing will receive a grade of "F" in each course, regardless of when that student ceases to attend classes.

16. Funding and Average Daily Attendance (ADA)

The DC program shall generate ADA funds from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized in the Education Code. District elective courses and activities involving fine and performing arts, UIL academic participation, intramurals activities, clubs, etc. may be funded through ADA or high school allotment as appropriate.

17. Instructional Calendar

For University courses taken for credit, the University instructional calendar will be used. The DC program will follow the District's calendar for all other courses and for satisfying mandated school District instructional day attendance requirements and ADA.

18. Transportation

The District will provide transportation to and from the University campus. Pick up and drop off areas will be determined by the District and approved by the university.

19. Data Sharing

The District and University will share data concerning the students within this partnership to include: student level data such as District/University GPA's, college placement scores, credit hours taken within this partnership or other DC partners and outcome-based measures.

20. Conduct

DC students are required to adhere to University regulations regarding facilities and equipment usage, and University and District codes of conduct and policies, subject to appropriate action taken by the District and University.

21. Performance Evaluation

The University and District will evaluate the effectiveness of the collaboration each academic year. The results will be reported to the Advisory Committee.

22. Sustainability

The University and District have planned and budgeted for sustainability. The District will provide local funds for instructional, administrative, professional development and maintenance of facility costs. The University will provide administrative, instructional, and support services. Except as expressly provided in this MOU, each party shall bear its own expenses incurred under this MOU.

23. Provisions for Discontinuing the DC Operations

Should the University or District decide to discontinue the DC program, provisions will be made to allow the 11th and 12th grade cohort to continue operation through that cohort's scheduled graduation from the DC program. Both the University and the District will continue to meet all of the required design elements and provide full support for all students enrolled under the DC program.

24. Safety

The DC program will send an employee of the District to accompany students while on the University campus. If any DC student, instructor, or administrator should experience an accident or sudden illness while on the premises of the University, the response to such incidents will be based upon operating University regulations, guidelines, and procedures as well as other agreements between the District and University that have been executed for specific issues.

25. Indemnification

a) At all times during the term of this MOU and after, the University shall, to the extent authorized under Texas law, indemnify and defend the District, its trustees, officers, employees, and volunteers against any claims, proceedings, demands, liabilities, or expenses (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability of any kind arising out of or in connection with the University's activities under this MOU, except to the extent that such loss, claim, damage or other liability arises from the negligence or willful misconduct of the District, its trustees, officers, employees, and volunteers.

b) At all times during the term of this MOU and after, the District shall, to the extent authorized under Texas law, indemnify and defend the University, the Texas A&M University System, its regents, officers, employees, and volunteers against any claims, proceedings, demands, liabilities, or expenses (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability of any kind arising out of or in connection with the District's activities under this MOU, except to the extent that such loss, claim, damage or other liability arises from the negligence or Willful misconduct of the University, its regents, officers, employees, and volunteers.

26. Amendment

The parties to this MOU understand that it may be necessary to amend and modify this MOU from time to time to address additional concerns or issues that arise as the program progresses. However, no amendment, modification, or alteration of the terms of this MOU shall be binding unless the same be in writing, dated after the date hereof and duly executed by an authorized representative of the parties hereto.

27. Term, Renewal, and Termination of Agreement

The MOU will be in effect through August 25, 2022-August 24 2023. The MOU will be reviewed on an annual basis, and the parties may agree in writing to renew the MOU for successive one (1) year terms. The University and District may terminate this MOU with at least 90 days' advance written notice to the other party, but in no event will the effective date of termination be during an DC semester.

28. Insurance

The University and District shall each assess the risks that it may incur as a result of its operations under this MOU, and, as it deems appropriate and prudent, at its own expense, either obtain liability insurance or a self-insurance against any such risk. Neither party is

relieved of any liability or other obligations assumed under this MOU because of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

29. Confidentiality of Student Records

The parties agree to maintain the records of all students by the Family Education Rights and Privacy Act (20 U.S.C. section 1232g) and all other applicable federal, state, and local laws. The parties shall not release education records to any third party except as permitted by law.

30. Severability

The parties intend that if any clause or provision of this MOU is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded in accordance with Section 27, then the rest of this MOU will remain in effect as written. Any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable. But if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of the MOU, this entire MOU will be held unenforceable.

31. Use of University Name

The District acknowledges that the University owns the trademark and all other rights in the name "Texas A&M University-San Antonio" (the "University Name"). The University grants the District a nonexclusive, nontransferable license to use the University Name in connection with the DC Program, subject to the right of the University, upon request, to review and approve such uses. The University does not grant any rights or licenses to the District to any University trademark, service mark, name, or logo other than the University Name unless provided in a separate license agreement between the parties. The University may extend or revoke this license at any time for any or no reason, in its entirety or as to particular uses of the University Name by the District. The District may not: (a) use any colorable imitation or variant form of the University Name; (b) take any action that would bring the University Name into public disrepute; (c) take any action that would tend to destroy or diminish the University's goodwill in the University Name; or (d) challenge, contest, impair, invalidate, or take any action tending to impair or invalidate the University's rights in the University Name. The District shall copy the University on all press releases and other public communications regarding the DC program.

32. Public Information

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 about the MOU, as well as any other disclosure of information required by applicable Texas law. Upon either party's written request, the other shall provide specified public information exchanged or created under the MOU to which the requesting party has a

right of access that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to the requesting party in a non-proprietary format reasonably acceptable to the requesting party.

33. Non-Discrimination

Any illegal discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, genetic information, veteran status, sexual orientation, gender identity, or national origin about the performance of any obligations or duties under this MOU is prohibited.

34. Notices

Any notices required or permitted under this MOU will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight courier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing.

To South San Antonio Independent School District

Attn: Henry Yzaguirre
1450 Gillette Blvd
San Antonio, Texas 78224
Fax: 210-334-6704
Email: henry.yzaguirre@southsanisd.net

Name: Yvonne Perez (Accounts Payable)
1450 Gillette Blvd
San Antonio, Texas 78224
Fax: 210-977-7019
Email: yvonne.perez@southsanisd.net

To Texas A&M University-San Antonio Texas A&M University-San Antonio
Attn: Provost
One University Way San Antonio, TX 78224
Fax: (210) 784-1202
Email: mike.obrien@tamusa.edu

35. Texas Law to Apply

This MOU shall be constructed under and in accordance with the laws of the State of Texas. Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided under Texas law.

36. Force Majeure

Neither party to this MOU shall be required to perform any term, condition, or covenant in the MOU so long as performance is delayed or prevented by force majeure which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonable within the control of either party to this MOU and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this MOU, notice shall be provided to the other party in the manner deemed most practicable by the party prevented from fully performing.

37. Captions

The captions contained in this MOU are for convenience of reference only and in no way limit or enlarge the terms and conditions of this MOU.

38. Authority

The signers of the MOU hereby represent and warrant that they have authority to execute this MOU on behalf of each of their respective entities.

IN WITNESS THEREOF, the parties have duly approved the Memorandum of Understanding, executed in duplicate originals on this day:

South San Antonio ISD
Henry Yzaguirre
Superintendent
1450 Gillette Blvd
San Antonio, Texas 78224

Texas A&M University-SanAntonio:
Dr. Michael O'Brien
Provost
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South San Antonio ISD

Texas A&M University-San Antonio:

Henry Yzaguirre

Date

Dr. Mike O'Brien

Date