



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 08/05/25

Item Title:	<u>The Language Learners at the</u>	<u>X</u>	<u>Action</u>
	<u>University of Texas at Austin's Center</u>	<u>          </u>	<u>Information</u>
	<u>for Hispanic Achievement (LUCHA)</u>	<u>          </u>	<u>Discussion</u>
	<u>with Brownsville ISD</u>	<u>          </u>	

## **BACKGROUND:**

The Bilingual/ESL/Title III Department and Curriculum and Instruction Department request approval to enter into a Memorandum of Understanding (MOU) with the University of Texas at Austin. The K-16 Education Center at UT-Austin will continue providing online courses to the Brownsville high schools' Emergent Bilingual students (EBs). The courses are aligned to the TEKS and offer students flexibility in scheduling opportunities to recover credits or to advance, as an option for meeting the state-required credits toward graduation. The online courses will continue helping increase the graduation rate for Emergent Bilingual students and facilitate their transition into high school classes and cohorts.

During the 2024-2025 school year, a total of 701 services were requested from UT Austin at a cost of \$117,395,000. The cost for the 2025-2026 school year is projected to be \$125,000.

## **FISCAL IMPLICATIONS:**

Categorical funds: Federal Bilingual Categorical Funds. \$125,000.00

## **RECOMMENDATION:**

Recommend approval to enter into a Memorandum of Understanding (MOU) with the University of Texas at Austin, The Language Learners at the University of Texas at Austin's Center for Hispanic Achievement (LUCHA) Program online courses, in the amount of \$125,000.00 for the 2025-2026 school year. Services to be rendered to the district's needs and funding.

Approved for Submission to Board of Education:

Carlos Olvera   
Submitted by: Principal/Program Director

Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas   
Reviewed by: Staff Attorney

Beatriz Hernandez 

Approved by: Chief Officer

  
Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

## Roxanne Eckstein

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Thursday, May 22, 2025 12:11 PM  
**To:** Roxanne Eckstein; Lea Ohrstrom  
**Cc:** Miguel Salinas; Minerva Almanza  
**Subject:** Re: 2025-2026 UT High School The UT at Austin LUCHA Program

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Approved as to form.

Sincerely,  
Priscilla

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Thursday, May 22, 2025 9:21 AM  
**To:** Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>  
**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>  
**Subject:** 2025-2026 UT High School The UT at Austin LUCHA Program

Ms. Lozano,

Please see the attached for your review and approval for the June board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*



AN EARLY COLLEGE DISTRICT  
**BROWNSVILLE**  
INDEPENDENT SCHOOL DISTRICT

**Roxanne Eckstein**  
Paralegal  
Staff Attorney Office

1900 E. Price Road, Suite 302 • Brownsville, Texas 78521  
Office: (956) 698-6379 • Fax: (956) 714-6400  
E-mail: [reckstein@bisd.us](mailto:reckstein@bisd.us)

**Roxanne Eckstein | Paralegal to Miguel Salinas & Administrative Support | Staff Attorney |  
Chief Academic Officer | Chief Operations Officer | Phone: 956.698.6379 | Fax: 956.714.6400  
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

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This email and any files transmitted with it are the property of the Brownsville Independent School District, confidential, and intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or have reason to believe you received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.

The Brownsville Independent School District does not discriminate based on race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs, or activities.

## **INTERLOCAL COOPERATION CONTRACT**

### **THE STATE OF TEXAS COUNTY OF TRAVIS**

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

#### **I. Contracting Parties:**

The Receiving Party: Brownsville Independent School District, an independent school district of the State of Texas  
1900 Price Rd. Suite 210, Brownsville, Texas 78521  
Carlos Olvera, Interim Bilingual / ESL Title III Administrator  
(956) 548-8271  
mrolvera@bisd.us

The Performing Party: UT High School  
The University of Texas at Austin ("UT") an institution of higher education and agency of the State of Texas.  
1616 Guadalupe Suite 0.134, Austin, Texas 78701  
Michael Caudill, Superintendent  
(512) 232-3503  
michael.caudill@austin.utexas.edu

#### **II. Statement of Services to be Performed**

The UT High School, Performing Party, will perform the following service(s):

Services to support curriculum, courses, and student learning.

Access to these services can only be facilitated after an initial training. The district and/or campus representatives will be trained by Performing Party staff.

The price of each service is provided in "Exhibit A." Once a purchase is made, the purchase price is not refundable.

#### **III. Contract Amount**

This contract authorizes Brownsville ISD to purchase a maximum amount of \$95,000 (ninety-five thousand dollars) of services from 07/1/2025 to 06/30/2026 provided by UT High School. Refer to Exhibit A for a list of provided services under the contract. Requests for services exceeding the maximum amount on this agreement will require an amendment to the contract.

#### **IV. Payment of Services**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

Performing Party will submit ten monthly invoices to Receiving Party based on services rendered during the contract period from 07/01/2025 through 06/30/2026.

Receiving Party will remit payment within 30 days of the Invoice Date to Performing Party for services satisfactorily performed from 07/01/2025 through 06/30/2026, under this Contract in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

## **V. Warranties**

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, Texas Education Code and Chapter 791, Texas Government Code; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11, Texas Education Code, and Chapter 791, Texas Government Code; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

## **VI. Term of the Agreement**

This Agreement is effective as of July 1<sup>st</sup>, 2025 ("Effective Date") and shall terminate on June 30<sup>th</sup>, 2026.

## **VII. FERPA**

UT High School is subject to and shall abide by the Family Educational Rights and Privacy Act of 1975 (FERPA), as amended (ensures access to educational records for students and parents while protecting the privacy of such records) and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99) and 20 USC 1232g because UT High School is an educational institution.

## **VIII. Criminal Background Check**

The University of Texas at Austin conducts background checks on all classified and administrative/professional positions prior to employment.

## **IX. Termination**

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon sixty (60) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 60-day period.

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

**Brownsville Independent School District**

**The University of Texas at Austin**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Linda Shaunessy

Title: \_\_\_\_\_

Title: Business Contracts Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### **Per Student Cost for Each Service** **STUDENT COURSES, EXAMS, AND SERVICES**

Item/Service	Description	Cost
Semester Online Course (UTSD Teacher)	Semester course fee is per student semester course enrollment. Payment is made in full in order to access each course. Courses are active for 150 days from the date of student enrollment. Courses are facilitated by a UT High School Texas-certified teacher of record.	\$260 per semester course, which includes an online, remotely proctored final exam, science lab kit, and course textbook (except AP courses).  <u>Additional District AP Course Per Student Costs:</u> \$160 AP Physics I Textbook \$80 AP Eng. Lang & Comp Textbook & Novel \$70 AP Eng. Lit & Comp Textbook & Novel \$125 AP World History Textbook
Semester Digital Curriculum (Your Teacher)	Digital curriculum license fee is per student semester course enrollment. Payment is made in full in order to access each course. Curriculum is active for one academic year. Curriculum facilitated by a local teacher of record.	\$50 per semester course for school district digital curriculum student enrollments.  Price does not include cost of textbooks or lab materials, which districts will purchase directly.
Semester Course Materials	Some courses require students to purchase a textbook or lab materials, which is a cost in addition to the semester course fee. Required course materials are listed with each course description online at <a href="https://highschool.utexas.edu/courses">https://highschool.utexas.edu/courses</a>	Most courses do not require additional textbooks or resources. Schools purchase materials directly, not from UTHS.  Prices vary for science lab materials. Prices vary for English I-IV textbooks.
Semester Course Final Exam	Students are required to take a final exam for each semester course. Exams are typically administered remotely online using the Proctorio secure exam system.	No additional cost for online final exams administered by remotely proctored system.  *Additional local district staff may be needed to provide testing accommodations or locally administered print exams.  Exam Rush Grading Fee: \$50 each Re-exam Fee: \$35 each
Semester Course Extension Fee	There is a fee for a 30-day course extension or reinstatement.	\$55 per student semester course
Online Course Webinars or Trainings for Students, Staff, or Parents	Webinars or on-site training is provided to students, staff, and/or parents for online courses.  <u>Staff Topics:</u> student registration, student course access, online exams, progress monitoring, course policies, and accommodations <u>Student and Parent Topics:</u> Online course access, progress monitoring, grading, policies, and online study skills	Two 3-hour webinars for students or staff per year included at no cost.  <u>Additional Webinars or On-Site Trainings:</u> \$200 per hour for additional webinars for students, staff, or parents. \$800 per day for on-site training (6 hrs per day, 2 day minimum).
Credit by Exam (CBE)	Students earn high school credit for a course by taking an exam to demonstrate mastery. Students must score 70% or higher to recover credit for a course in which they received prior instruction. Students must score 80% or higher to receive credit without prior instruction.	\$25 per semester exam, per student \$50 per full year exam, per student  Additional \$10 per exam for Proctorio remote, online proctoring if requested. See Appendix B for exam subjects.
Expedited Exam Shipping Fees	Requests for expedited shipping for print final exams and credit by exams to and from the proctoring site. An expedited shipping return label will be provided in the envelope/box.	\$20: 1 envelope (1-4 exams) \$40: 1 box (5-100 exams) <u>Multiple boxes (add \$40 per box):</u> \$80: 2 boxes (101-200 exams) \$120: 3 boxes (201-300 exams) \$160: 4 boxes (301-400 exams)





# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 08/06/24

Item Title: The Language Learners at the X Action  
University of Texas at Austin's Center  
for Hispanic Achievement (LUCHA) Information  
with Brownsville ISD Discussion

## **BACKGROUND:**

The Bilingual/ESL/Title III Department and Curriculum and Instruction Department request approval to enter into a Memorandum of Understanding (MOU) with the University of Texas at Austin. The K-16 Education Center at UT-Austin will continue providing online courses to the Brownsville high schools' Emergent Bilingual students (EBs). The courses are aligned to the TEKS and offer students flexibility in scheduling opportunities to recover credits or to advance, as an option for meeting the state-required credits toward graduation. The online courses will continue helping increase the graduation rate for Emergent Bilingual students and facilitate their transition into high school classes and cohorts.

During the 2023-2024 school year, a total of 506 services were requested from UT Austin at a cost of \$78,000. The cost for the 2024-2025 school year is projected to be \$95,000.

## **FISCAL IMPLICATIONS:**

Categorical funds: Federal Bilingual Categorical Funds. \$95,000.00

## **RECOMMENDATION:**

Recommend approval to enter into a Memorandum of Understanding (MOU) with the University of Texas at Austin, The Language Learners at the University of Texas at Austin's Center for Hispanic Achievement (LUCHA) Program online courses, in the amount of \$95,000.00 for the 2024-2025 school year. Services to be rendered to the district's needs and funding.

Carlos Olvera

Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas

Reviewed by: Staff Attorney

Beatriz Hernandez

Approved by: Chief Officer

Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.



## Roxanne Eckstein

---

**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Wednesday, July 10, 2024 10:43 AM  
**To:** Roxanne Eckstein; Lea Ohrstrom  
**Cc:** Minerva Almanza; Miguel Salinas  
**Subject:** [EXTERNAL]Re: MOU Lucha Program

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Approved as to form.

Sincerely,  
Priscilla

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Wednesday, July 10, 2024 9:17 AM  
**To:** Priscilla Lozano <plozano@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>  
**Cc:** Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>  
**Subject:** RE: MOU Lucha Program

Ms. Lozano,

Please see the attached 2024-2025 LUCHA Program MOU for your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*

**Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400**  
**Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Thursday, June 27, 2024 12:47 PM  
**To:** Roxanne Eckstein <reckstein@bisd.us>; Lea Ohrstrom <lohrstrom@808West.com>  
**Cc:** Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>  
**Subject:** [EXTERNAL]Re: MOU Lucha Program

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

The contract forwarded is for last year. The 24-25 year agreement was not included in the attachment.

Thanks,

Priscilla

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Wednesday, June 26, 2024 2:45 PM  
**To:** Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>  
**Cc:** Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>  
**Subject:** MOU Lucha Program

Ms. Lozano,

Please see the attached for your reviewal and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxanne Eckstein*

**Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400**  
**Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

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## **INTERLOCAL COOPERATION CONTRACT**

### **THE STATE OF TEXAS**

### **COUNTY OF TRAVIS**

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#### **I. Contracting Parties:**

The Receiving Party: Brownsville Independent School District, an independent school district of the State of Texas  
1900 Price Rd. Suite 210, Brownsville, Texas 78521  
Carlos Olvera, Interim Bilingual / ESL Title III Administrator  
(956) 548-8271  
mrolvera@bisd.us

The Performing Party: UT High School  
The University of Texas at Austin ("UT") an institution of higher education and agency of the State of Texas.  
1616 Guadalupe Suite 0.134, Austin, Texas 78701  
Beth Cooper, Superintendent  
(512) 232-3503  
bcooper@austin.utexas.edu

#### **II. Statement of Services to be Performed**

The UT High School, Performing Party, will perform the following service(s):

Services to support curriculum, courses, and student learning.

Access to these services can only be facilitated after an initial training. The district and/or campus representatives will be trained by Performing Party staff.

The price of each service is provided in "Exhibit A." Once a purchase is made, the purchase price is not refundable.

#### **III. Contract Amount**

This contract authorizes Brownsville ISD to purchase a maximum amount of \$95,000 (ninety-five thousand dollars) of services from 07/1/2024 to 06/30/2025 provided by UT High School. Refer to Exhibit A for a list of provided services under the contract. Requests for services exceeding the maximum amount on this agreement will require an amendment to the contract.

#### **IV. Payment of Services**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

Performing Party will submit ten monthly invoices to Receiving Party based on services rendered during the contract period from 07/01/2024 through 06/30/2025.

Receiving Party will remit payment within 30 days of the Invoice Date to Performing Party for services satisfactorily performed from 07/01/2024 through 06/30/2025, under this Contract in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

#### **V. Warranties**

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, Texas Education Code and Chapter 791, Texas Government Code; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11, Texas Education Code, and Chapter 791, Texas Government Code; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

#### **VI. Term of the Agreement**

This Agreement is effective as of July 1<sup>st</sup>, 2024 ("Effective Date") and shall terminate on June 30<sup>th</sup>, 2025.

#### **VII. FERPA**

UT High School is subject to and shall abide by the Family Educational Rights and Privacy Act of 1975 (FERPA), as amended (ensures access to educational records for students and parents while protecting the privacy of such records) and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99) and 20 USC 1232g because UT High School is an educational institution.

#### **VIII. Criminal Background Check**

The University of Texas at Austin conducts background checks on all classified and administrative/professional positions prior to employment.

## IX. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon sixty (60) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 60-day period.

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

### Brownsville Independent School District

By: Jesus H. Chavez

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### The University of Texas at Austin

DocuSigned by:  
Linda Shaunessy  
D0E4716847F042B

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date: 2024-06-27 | 13:36:01 PDT

## Exhibit A

Per Student Cost for Each Service

STUDENT MATERIALS AND SERVICES		
Item/Service	Description	Cost
Semester Online Course	Semester course fee is per course enrollment. Payment is made in full in order to access each course. Courses are active for 150 days from the date of student enrollment. Course facilitated by UT High School teacher of record.	\$175 per semester course for up to 99 partner school district student enrollments.  \$10 <b>Proctorio</b> online proctoring fee per semester.  Contract pricing available for 100+ enrollments per year.
Semester Digital Curriculum	Digital curriculum license fee is per semester course enrollment. Payment is made in full in order to access each course. Curriculum is active for one academic year. Curriculum facilitated by a local teacher of record.	\$50 per semester course for up to 99 partner school district digital curriculum student enrollments.  Contract pricing available for 100+ enrollments per year.
Semester Course Materials	Some courses require students to purchase a textbook or lab materials, which is a cost in addition to the semester course fee. Required course materials are listed with each course description online at <a href="https://highschool.utexas.edu/courses">https://highschool.utexas.edu/courses</a> .	Most courses do not require additional textbooks or resources. Schools purchase materials directly, not from UTHS.  Prices vary for science lab materials. Prices vary for English I-IV textbooks.
Semester Course Final Exam	Students are required to take a final exam for each semester course. Exams are typically administered online.	No cost for online testing administered by an on-site, approved proctor. Paper testing requires shipping fees.  Exam Rush Grading Fee: \$50 each Re-exam Fee: \$35 each <b>Proctorio</b> online Proctoring Fee: \$10 per exam
Semester Course Extension Fee	There is a fee for a 30-day course extension or reinstatement.	\$55 per semester course
Training for Instructors/Staff to facilitate student courses and exams	Webinars or on-site trainings are provided to instructors and staff to include student registration, student course access, and proctor requirements for exams.	2 three-hour webinars included for partners. \$300 per 3-hr session for more than 2 webinars per academic year. \$800 per day for onsite training (6 hrs per day, 2 day minimum)
Credit by Exam (CBE)	Students can earn high school credit for a course by taking an exam to show mastery. Students must score 70% or higher to recover credit for a course in which they received prior instruction. Students must score 80% or higher to receive credit without prior instruction.	\$25 per semester exam, per student \$50 per yearlong exam, per student  \$10 per exam for <b>Proctorio</b> online Proctoring Fee if requested
Expedited Exam Shipping Fees	Requests for expedited shipping for final exams and credit by exams include expedited shipping to and from the proctoring site. An expedited shipping return label will be provided in the envelope/box.	\$20: 1 envelope (1-4 exams) \$40: 1 box (5-100 exams) <u>Pricing for multiple boxes (add \$40 per box)</u> \$80: 2 boxes (101-200 exams) \$120: 3 boxes (201-300 exams) \$160: 4 boxes (301-400 exams)