

No. _____



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC _____ Approval of Texas A& M International University and United Independent School District

_____ Dual Credit Partnership Agreement

SUBMITTED BY: _____ Juan J. Cruz _____ **OF:** _____ School Attorney _____

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____ July 23, 2008 _____

RECOMMENDATION:

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 Partnership (Draft)



PURPOSE

This Agreement will serve as the instructional partnership between Texas A&M International University 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

- (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; 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: minimum of 60 students per class; maximum will be determined by the size of the room

- (c) Supplemental materials, text books, and equipment required by the dual credit courses will be provided to students who are participating under this agreement by UISD.
- (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 prohibit 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) high school grade average of 85.

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

Course	TAKS	THEA	Compass	Acc-Placer
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 this course.

ENGL 1302 has a prerequisite of ENGL 1301.

- (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 university campus in accordance with the TAMIU instructional calendar.
- (b) TAMIU will schedule dual credit course sections during its regular course schedule at times that are convenient for UISD and in consultation with Laredo Community College.

4) COMPOSITION OF CLASS

- (a) Dual credit courses will be composed of 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.
- (d) High school teachers selected to teach dual credit courses must meet the same approved criteria that TAMIU uses for adjunct 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, whenever possible.
- (d) Students enrolled in a dual credit course, offered under this agreement, will have access to all available instructional resources at TAMIU.

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 in dual credit courses will be eligible to use the same services that are afforded to TAMIU students. TAMIU will be responsible for ensuring timely and efficient access to such services as counseling, academic support services and other benefits for which the student may be eligible.

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

Effective fall 2008, UISD students enrolled in dual credit courses at TAMIU will pay \$201.00 for a three semester credit hour course. This cost is based on the following criteria: current state tuition (presently at \$50.00 per semester credit hour), a technology fee of \$11.00 per semester credit hour and a library fee of \$6.00 per semester credit hour. All other fees will be waived, as appropriate.

The distance education fee of \$60.00 per semester credit hour will be assessed for TTVN (Trans-Telecommunications Video Network) courses, if any course is delivered through this medium.

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 UISD'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 UISD's own acts of negligence in carrying out its obligations under this agreement.

12) TERMS OF AGREEMENT

- (a) TAMIU and UISD reserve the mutual right to terminate this agreement through a written notice given within ninety (90) days prior to the termination date.
- (b) 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.
- (c) 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 by 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 upon ninety (90) days written notice by either party to the other.

Signed in two original documents on _____, 2008.

Dr. Ray Keck, III
TAMIU President

Mr. Robert Santos
UISD Superintendent

Date

Date

Prepared April 22, 2008