



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: May 17, 2023

Agenda Section: Consent

Agenda Item Title: (2023-2024) Memorandum of Understanding for Dual Credit partnership between Texas A&M University-San Antonio and South San Antonio Independent School District **AND** Texas A&M University-San Antonio MOU for South San Antonio ISD A Dual Credit Partnership
ADDENDUM ONE

From: Joel Gaines, Executive Director of Curriculum and Instruction

Additional Presenters if Applicable: Fernando González, Director of Early College High School

Description: Continue our partnership with the Institute of Higher Education (IHE) of Texas A&M University-San Antonio to give high school students access and opportunity for Dual Credit classes which allows for exposure to College and Career Readiness opportunities.

Historical Data: The partnership has been established since the 2021-2022 school year for the possible Dual Credit courses to assist in getting scholars College and Career Ready.

Recommendation: Continue the partnership with TAMU-SA to allow scholars to gain access to college courses for a dual credit opportunity

Purchasing Director and Approval Date:

Funding Budget Code and Amount: 199 E 11 6223 00 001 011000

**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 Provost, at it's principal address as One University Way, San Antonio, Texas 78224 and South San Antonio Independent School District, a Texas political subdivision (hereinafter called "District"), acting by and through its Superintendent, at it's principal address as 1450 Gillette Blvd., San Antonio, Texas 78224.

Article I - Preamble

- a. 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.
- b. WHEREAS Dual Credit partnerships prepare high school students through the implementation of college and career 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
- c. 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;
- d. NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth herein, the parties agree as follows:

Article II - 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 each semester 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

A. 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:

- a. 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:

- a. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
- b. Student enrollment in postsecondary education after high school.
- c. Time to degree completion.
- d. 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:

- a. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
- b. Student enrollment in postsecondary education after high school.
- c. Time to degree completion.
- d. 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. Courses of Study

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 up to 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 Assessment 2.0 (TSIA 2.0) college placement exam, such as the Texas Higher Education Assessment (THEA) and Accuplacer, to incoming ninth (9th) graders and to other grade levels of students who are ready for the assessment, to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing. All students must display college readiness in reading and writing of the TSIA 2.0 or meet an exemption for admissions into the University.

6. Course Curriculum, Instruction and Grading

- a. 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. The DC program is responsible for ensuring that state course requirements for high school graduation are fulfilled.
- b. 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.
- c. Grades are due in the Office of the Registrar by the published date and time. Grade reports will reflect term and cumulative GPAs.
- d. The University uses the following grading system:

Grade	Interpretation	Grade Point Per Semester Hour
A	Excellent	4.0
B	Good	3.0
C	Satisfactory	2.0
D	Minimum Passing	1.0
F	Failing	0.0
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

- a. 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 ([Academic Reinstatement Appeals Process](#)). 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. [TAMUSA Student Catalog/Academic Policies, Procedures and Core Curriculum](#)
- b. 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 \$71.67 per credit hour for tuition. 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. Three year terms are to be determined by the course agreement signature dates.

13. Technology and Technology Support

The District will ensure that technology devices or resources are available to the students so they have access to the required course content and educational resources. 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 9th through 12th grade students at all participating districts' high schools. This process will include:

- a. Creation of an DC website that provides recruitment and admission information;

- b. Distribution of recruitment/admission packets to high school students in the School District;
- c. Meetings with high school counselors to introduce and explain the concept of the DC;
- d. Student/parent meetings at all high school campuses explaining the opportunities and commitment required of the DC program;
- e. Presentation of recruitment and admission information in a bilingual mode; and
- f. Parent and student interviews

15. Student Enrollment and Attendance Policies

- a. 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.
- b. 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.
- c. 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. 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. The District will share its instructional and testing calendars with the Department of University Access to communicate potential conflicts with students' course schedules and to proactively communicate to University instructors. The University will collaborate to honor required testing for high school students including but not limited to STAAR/EOC, Advanced Placement (AP), International Baccalaureate (IB), P/SAT, and ACT testing dates.

17. 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.

18. Data Sharing

- a. Parties agree to share student data for DC purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity,

as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the DC. Each Party shall also promptly notify the other of any onsite or offsite behaviors of DC students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints. The District agrees to submit an approved and signed copy of the University's data agreement to the University. The University agrees to submit an approved and signed copy of the District Data Agreement to the District Office for Accountability, Research, Evaluation and Testing (ARET). The agreements will remain valid for the period of the relationship or until changes are required on the part of either party.

- b. **FEDERAL CLERY ACT REPORTING:** As a contractor with The Texas A&M-University-San Antonio (A&M-SA) authorized to utilize space pursuant to this agreement, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"), 20 U.S.C. 1092(f), requires reporting of certain crimes. Pursuant to this agreement, and District personnel considered by A&M-SA to be campus security authorities (CSAs) under the Clery Act shall have a duty to cooperate with A&M-SA to promote the safety and security of university students, faculty, staff and visitors for timely reporting of the following Clery crimes taking place at the premises to include buildings, grounds, parking areas, and adjacent public property. CSAs must complete A&M-SA assigned Campus Security Authority training. A&M-SA may direct this training to be completed via an online training portal, webinar, or in-person training. Clery Act reportable crimes include: Murder and non-negligent manslaughter, negligent manslaughter, sex offenses (forcible and non-forcible), robbery, aggravated assault, burglary, motor vehicle theft, arson, domestic/dating violence, stalking, arrests or persons referred to campus disciplinary action for liquor law violations, drug related violations, and weapons possessions, and hate crimes defined as a criminal offense against a person or property which is motivated in whole or in part by the offender's bias against another because of their being or perceived as identifying with a particular race, gender, gender identity, religion, sexual orientation, national origin, ethnicity, or disability. Hate crimes include the list cited above with the addition or intimidation, larceny, simple assault, and destruction/damage/vandalism to property.
- c. Parties agree to adhere to the confidentiality requirements set forth by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g as implemented by 34 C.F.R. part 99 ("FERPA") and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, the DC program shall coordinate signature of and collect the Parent Consent Form during the student on-boarding process.
- d. The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

19. 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.

20. 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.

21. 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.

22. 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.

23. Safety

- a. 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. The designated safety employee(s) of the District accompanying students while on the University campus are considered by A&M-SA to be Campus Security Authorities (CSAs) under the Federal Clery Act.
- b. District employees shall download and register a user account on SafeZone the A&M-SA campus Safety app.

24. 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.

25. 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.

26. Term, Renewal, and Termination of Agreement

The MOU will be in effect from August 15, 2023 through August 15, 2024. 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.

27. 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.

28. 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.

29. FERPA

Pursuant to this Agreement, South San Antonio ISD may create, access, receive or maintain records on behalf of the “University” that are subject to the Family Educational Rights and Privacy Act (“FERPA”) or contain personally identifiable information (as such term is defined in FERPA) from education records (as such term is defined in FERPA) (collectively, “FERPA Records”). In connection with such FERPA Records, the parties understand and agree:

- a. **School Official.** The “University” hereby designates South San Antonio ISD as a school official with a legitimate educational interest in the FERPA Records to the extent South San Antonio ISD is required to create, access, receive or maintain FERPA Records to fulfill its obligations under this Agreement. South San Antonio ISD shall comply with FERPA as to any such FERPA Records. South San Antonio ISD is prohibited from redisclosure of the FERPA Records except as provided for in this Agreement or otherwise authorized by FERPA. South San Antonio ISD is only permitted to use the FERPA Records for the purpose of fulfilling South San Antonio ISD obligations under this Agreement.
- b. **Ownership.** All FERPA Records created, accessed, received or maintained by South San Antonio ISD or its subcontractors or agents will remain the sole and exclusive property of the “University”. South San Antonio ISD will immediately provide the “University” with copies of any FERPA Records upon the “University’s” request.
- c. **Security Standards.** South San Antonio ISD shall implement reasonable administrative, technical, and physical safeguards to secure the FERPA Records from unauthorized access, disclosure or use.
- d. **Unauthorized Use or Disclosure.** South San Antonio ISD shall, within two (2) business days of discovery, report to the “University” any use or disclosure of FERPA 12 Records not authorized by this Agreement or in writing by the “University”. South San Antonio ISD report must identify: (a) the nature of the unauthorized use or disclosure, (b) the FERPA Records used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what South San Antonio ISD has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action South San Antonio ISD has taken or will take to prevent future similar unauthorized use or disclosure. South San Antonio ISD shall provide such other information, including a written report, as reasonably requested by the “University”. The “University” shall be responsible for providing any notifications that are required under applicable laws, rules or regulations.

- e. Subcontractors. South San Antonio ISD shall restrict disclosure of the FERPA Records solely to those employees, subcontractors or agents of South San Antonio ISD that have a need to access the FERPA Records in order for South San Antonio ISD to perform its obligations under this Agreement. South San Antonio ISD shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on South San Antonio ISD in this Section, including without limitation, the prohibition on redisclosure of FERPA Records.
- f. Legal Requests. South San Antonio ISD must promptly notify the "University" of any legal request for FERPA Records from a third party and take (and assist the "University" in taking) appropriate steps not to disclose such FERPA Records.
- g. Right to Audit. If the "University" has a reasonable basis to believe that South San Antonio ISD is not in compliance with the terms of this Section, the "University" may audit South San Antonio ISD compliance as it relates to the FERPA Records.
- h. Return or Deletion. Within thirty (30) days of the expiration or termination of this Agreement, South San Antonio ISD, as directed by the "University" shall return all FERPA Records to the "University" in its possession (or in the possession of any of its subcontractors or agents) or delete all such FERPA Records if return is not feasible. South San Antonio ISD shall provide the "University" with at least ten (10) days' written notice of South San Antonio ISD intent to delete such FERPA Records, and shall confirm such deletion in writing.
- i. Indemnification.
 - i. South San Antonio ISD agrees to indemnify and hold harmless the "University" for any damages, costs or expenses finally awarded against the "University" in any legal action as a direct result of South San Antonio ISD failure to comply with its obligations under this Agreement with respect to the FERPA Records.
 - ii. Texas A&M University – San Antonio agrees to indemnify and hold harmless the "District" for any damages, costs or expenses finally awarded against the "District" in any legal action as a direct result of Texas A&M University – San Antonio failure to comply with its obligations under this Agreement with respect to the FERPA Records.

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 ISD

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

Attn: 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: Dr. Mohamed Abdelrahman, Provost
One University Way
San Antonio, TX 78224
Phone: (210) 784-1224
Email: mohamed.abdelrahman@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

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Texas A&M University-SanAntonio:

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(210) 784-1224

South San Antonio ISD:

Texas A&M University-San Antonio:

Henry Yzaguirre

Date

Dr. Mohamed Abdelrahman

Date

Texas A&M University–San Antonio
MOU for South San Antonio ISD
A Dual Credit Partnership
ADDENDUM ONE

This Addendum (“**Addendum One**”), amends the Memorandum of Understanding (hereafter referred to as the “MOU”), dated and executed on, March 25, 2022, between **The Texas A&M University-San Antonio** (hereafter referred to as “TAMU-SA”), a member of The Texas A&M University System, an agency of the state of Texas, having its principal place of business at One University Way, San Antonio, Texas 78224, and **South San Antonio ISD, a Dual Credit Partnership (hereafter referred to as “District”)** having its principal place of business at 1450 Gillette Blvd, San Antonio, TX 78224.

1. Remove in its entirety Section 11. Tuition and Fees and Replace with the following:

The University will charge \$215.00 for tuition for 3 credit hour courses and \$270.00 for tuition for 4 credit hour courses. 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.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

SOUTH SAN ANTONIO ISD

TEXAS A&M UNIVERSITY – SAN ANTONIO

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____