



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 01/14/20

Item Title: Memorandum of Understanding X Action
between The University of Texas Rio Information
Grande Valley and Brownsville I.S.D. Discussion

BACKGROUND:

Dual Enrollment is a powerful K-16 Brownsville academic community initiative which rigorously supports our students as they prepare for post-secondary education and careers of choice. The University of Texas Rio Grande Valley has waived all student tuition and related fees for each participating student. Historically, all Brownsville high schools have participated in this unique program providing opportunities for their students to earn both high school and college credit while participating in the Dual Credit Program. We are currently following the MOU approved 9/1/2015 which continued from year to year. These students represent all Early College High Schools District-Wide. The term of the MOU will be from September 1, 2019 through August 31, 2021.

FISCAL IMPLICATIONS:

Function 11: Local categorical Budget Funds: \$195,700

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding with The University of Texas Rio Grande Valley and Brownsville Independent School District for a Dual Credit Program to offer dual credit opportunities from September 1, 2019 through August 31, 2021 and can be amended mutually or terminated in writing by either party. These services are to be rendered at no cost to the district.

Merrill Hammons 
Submitted by: Principal/Program Adm.

Dr. Dora Saucedo 
Recommended by: Asst. Supt./CFO

Miguel Salinas 
Reviewed by: Staff Attorney

Dr. Anysia Trevino 
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:


Dr. René Gutiérrez, Superintendent

MEMORANDUM OF UNDERSTANDING

The University of Texas Rio Grande Valley, a public university and member institution of The University of Texas System ("UTRGV"), and Brownsville Independent School District, a local government entity ("BISD"), enter into the following Memorandum of Understanding ("MOU") effective September 1, 2019 ("Effective Date") through August 31, 2021. UTRGV and Brownsville Independent School District are referred to collectively as the "Parties."

1. **PURPOSE and AUTHORITY:** The purpose of this MOU is to facilitate the enrollment of eligible students from BISD, in courses offered for dual credit through UTRGV. The UTRGV Dual Credit Program (the "Program") will provide the support services to enable enrollment in university courses for students from BISD. The Parties intend this MOU to conform to the rules set forth by the Texas Administrative Code (TAC), Title 19, Part 1, Chapter 4, Subchapter D, as well as other applicable sections of the TAC and the Texas Education Code, and all applicable federal, state, and local laws and regulations. The Parties enter into this MOU pursuant to Section 29.908 of the Texas Education Code, and authority for making this MOU also is granted by 19 TAC Section 4.84 (a) and Texas Education Code Section 61.076. In addition, Section 61.076 of the Texas Education Code provides the Board (as defined in Section 2 below) with the authority to regulate courses and programs offered by public institutions of higher education in cooperation with secondary schools.

2. **DEFINITIONS:** The following words and terms, when used in this MOU, shall have the meanings stated below, unless the context clearly indicates otherwise.
 - a. *Academic Advising* -- An intentional process in which students seek and receive guidance with academic program planning and course selection to further post-secondary aspirations
 - b. *Assessment* -- The criterion-referenced assessment instruments adopted by the Board to assess a student's readiness to enroll in college-level coursework or curricula.
 - c. *Board* -- The Texas Higher Education Coordinating Board, or THECB.
 - d. *Core Curriculum* -- The approved list of courses that are part of UTRGV's 42 semester credit hour curriculum in the liberal arts, humanities, sciences, and political, social, and cultural history that all undergraduates of an institution of higher education are required to complete before receiving an undergraduate academic degree. A list of the courses that are part of the Core Curriculum are attached as Exhibit A and incorporated by reference.
 - e. *Dual Credit* -- As defined by 19 TAC Section 4.83, refers to "a system under which an eligible high school student enrolls in college course(s) and receives credit for the course(s) from both the college and the high school." While dual credit courses may be taught on the secondary school campus to high school students only, certain sections of the rules under TAC Title 19, Part 1, Chapter 4, Subchapter D, also apply when a high

school student takes a course on the college campus and receives both high school and college credit. Dual credit is also referred to as concurrent course credit.

- f. *Dual Enrollment* – refers to a system under which a student is enrolled in more than one educational institution (including high school and a public university). Dual enrollment is not equivalent to dual credit.
 - g. *Dual Credit Program (Program)* – The program that provides the outreach, student learning and support programs for students seeking to earn UTRGV college credit for dual credit courses simultaneously while enrolled in high school.
 - h. *Field of Study curriculum* -- A set of courses that satisfies the lower-division requirements for a baccalaureate degree in a specific academic area at a general academic teaching institution. A field of study curriculum affects academic degree programs at public junior colleges, public technical institutes, or universities as designated within the particular field of study curriculum.
 - i. *TAC* – Texas Administrative Code
 - j. *The University of Texas Rio Grande Valley (UTRGV)* – a state agency and four-year institution of higher education organized under the laws of the State of Texas.
 - k. *UTRGV Road Maps* -- A suggested sequence of courses for major fields of study, and a tool to determine course selection in tandem with the Core Curriculum.
3. **ELIGIBLE COURSES:** High school students admitted to the Program will be allowed to enroll in Core Curriculum courses offered by UTRGV during the term of this MOU. A list of the approved 42-hour Core Curriculum is attached as Exhibit A and incorporated by reference. The Brownsville Independent School District may award dual credit for any course completed under the terms of this MOU. Dual credit may be awarded for an equivalent course, elective credit, local credit, or to satisfy criteria for the Distinguished Achievement Program diploma. UTRGV will assume that dual credit will be awarded for enrollment under this MOU unless notified in writing otherwise by the Brownsville Independent School District. Upon execution of this MOU, UTRGV and Brownsville Independent School District will work collaboratively to design a course crosswalk listing UTRGV courses for which the district students may receive high school credit. UTRGV and the Brownsville Independent School District agree to post the course crosswalk in a timely manner to their respective websites. Students successfully completing courses under this MOU will receive academic credit as documented on an official UTRGV transcript. Exceptions to these requirements shall be considered by the UTRGV Executive Vice President for Academic Affairs, Student Success, and P-16 Integration or designee on a case-by-case basis.
4. **COURSE APPLICABILITY AND TRANSFERABILITY:** By offering Core Curriculum courses in the Program, UTRGV does not guarantee the applicability of individual courses for satisfying future degree plan requirements of individual students. UTRGV will comply with applicable TAC or other statutory requirements governing the transferability of Core Curriculum courses between public institutions of higher education in Texas.

5. **STUDENT ELIGIBILITY:** UTRGV will establish and provide to BISD specific eligibility criteria for the Program. Exceptions to Program eligibility requirements may be considered by the UTRGV Executive Vice President for Academic Affairs, Student Success, and P-16 Integration or designee on a case-by-case basis.

6. **ADMISSIONS REQUIREMENTS:** Admission criteria stated herein for the UTRGV/Dual Credit Program will apply to those participants admitted for any enrollment during the term of this MOU. Each student will complete a UTRGV online admission application (Apply Texas Application) and provide additional required documents as follows:
 - a. most recent high school transcript, and
 - b. official SAT or ACT scores (if applicable), and
 - c. a Program Authorization Form signed by the high school principal, counselor, and parents.

7. **ENROLLMENT REQUIREMENTS:**
 - a. Upon admission to UTRGV, students must attend a Program Academic Advisement and Registration session prior to being allowed to register for coursework. Sessions are held at the UTRGV campuses and specific information for how to complete this process will be provided to eligible students via email and to their respective high school counselor(s). Prior to attending a Program academic advisement session, each student who is not exempt from the provisions of the Texas Success Initiative, shall be assessed for readiness to enroll in university courses. For this assessment, UTRGV may use any instrument otherwise approved by the Board for purposes of the Texas Success Initiative, in accordance with 19 TAC Sections 4.54 (relating to Exemptions/Exceptions) and 4.56 (relating to Assessment Instrument), including but not limited to STAAR-EEOC/SAT, and ACT scores. UTRGV Program Staff will collaborate with designated ISD Counselors and Administrators to provide academic advising to students and families on appropriate course selection aligned with state endorsements offered by the district and students declared UTRGV major field of study. The academic advising process shall be at the foundation of the program to promote rigor, access to the university experience, and strategic acceleration to facilitate transition to post-secondary education and success. The parties agree that the Advising Roadmaps developed by the Academic Advising Center will be used as a resource to align course selection with major field of study.

 - b. Students must meet all prerequisites for individual courses such as minimum score requirements for respective course enrollment (e.g., minimum score on the specified placement test, minimum grade in a specified previous course, etc.) or any associated prerequisite courses. Individual exceptions to prerequisite requirements will be considered by UTRGV on a case-by-case basis.

 - c. Students admitted into the Program will be limited to enrollment in a maximum of two dual credit courses per semester or term. In special circumstances, students in the Program may be given approval to enroll in more than two dual credit courses per semester or term. Exceptions

to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by college grade-point average, SAT or ACT scores, or other assessment indicators) must be approved by the principal of the high school and UTRGV Executive Vice President for Academic Affairs, Student Success, and P-16 Integration.

8. **ELIGIBILITY FOR UTRGV SERVICES:** Program students enrolled in UTRGV courses are eligible to request a UTRGV ID card through established institutional procedures and shall be eligible to utilize the same or comparable academic and instructional support services that are afforded to university students on all UTRGV campuses. UTRGV is responsible for requiring timely and efficient access to such academic and supplemental services. For example, some (but not all) of these services include: Learning Assistance Center services like tutoring, academic advising, learning materials, library resources and other academic and instructional benefits for which the student may be eligible.
9. **ACADEMIC STANDING:** Students are expected to maintain a level of scholastic achievement that allows them to meet the grade requirements for continued enrollment in UTRGV and for college/high school graduation. Any Program student who fails to earn a grade of A, B, or C in any UTRGV course will be placed on academic suspension from the Program. Additionally, if a student withdraws from UTRGV or drops a course more than once during their participation in the Program, they will be placed on academic suspension from the Program. As UTRGV students, Program students are subject to institutional standards regarding academic probation or suspension as outlined by the Office of the Registrar. Program staff are not eligible to override a decision on academic standing as determined by the Office of the Registrar.
10. **GRADE REPORTS:** Grades posted for dual credit courses will be provided by UTRGV to the school designee or district designee in a manner agreed upon by BISD and UTRGV. Grades and academic records for Program students will be subject to Family Educational Rights and Privacy Act ("FERPA") rules in accordance with UTRGV guidelines.
11. **TEXTBOOKS AND MATERIALS:** Textbooks or materials required for each course shall be determined by the faculty and specified in the course syllabus. The costs of the textbook(s) will be paid by the student or the BISD. Policies for determining who will purchase textbooks or materials will be left to the discretion of the District.
12. **TUITION AND FEES:** UTRGV will waive all tuition and fees for participating students while they remain eligible to participate in the Program. Students who choose to enroll at UTRGV after graduating from high school, or whose student application status changes for any other reason, are no longer eligible to receive a waiver of tuition and fees through the Program.
13. **LOCATION:** Classes for the Program will be held at an approved UTRGV facility, classroom on one of the UTRGV campuses, an approved off-campus site, or online. Additional locations may be

approved by the UTRGV Executive Vice President for Academic Affairs, Student Success, and P-16 Integration or designee on a case-by-case basis.

14. **STUDENT COMPOSITION OF CLASS:** Classes in the Program will be composed of UTRGV students and Program students unless otherwise indicated. All dual credit course content, student learning outcomes, and course requirements will be the same as other similar UTRGV course sections, meeting all requirements established under law by the Board or other applicable agencies.
15. **ATTENDANCE:** Attendance in all classes is mandatory according to the UTRGV academic calendar. Additionally, Program students must adhere to the attendance policy of the faculty of record, as stated in the syllabus for that class. Program students who do not meet the prescribed attendance policy may be dropped from the class. Excused absences may be allowed according to UTRGV academic policy and at the discretion of the faculty of record.
16. **FACULTY SELECTION, SUPERVISION, and EVALUATION:** The faculty who will teach courses in the Program will be selected, supervised and evaluated as would any other faculty member teaching any other class at UTRGV. UTRGV shall require that courses offered under the terms of this MOU are comparable to any other courses offered by UTRGV and equivalent with respect to the faculty qualifications, curriculum, materials, instructional activity, and method/rigor of evaluation of student performance. UTRGV retains full oversight of its academic programs and offerings, and its faculty selection, supervision, and evaluation.
17. **ACADEMIC POLICIES:** All academic policies that apply to students at UTRGV will apply to students enrolled in the Program. This includes policies for academic dishonesty, the appeal process for disputed grades, drop or withdrawal policies, the communication of grading policy to students, distribution of the syllabus, and other similar policies.
18. **ENROLLMENT OF COURSES:** UTRGV will provide district or campus designees with support in developing appropriate course sequencing and selection. UTRGV will also facilitate course registration and will provide a point of contact for enrollment inquiries. Unless otherwise indicated, enrollment in individual courses is on a first-come, first-served basis; UTRGV does not guarantee every Program student the availability of a seat in any specific, individual course in any semester, whether in person at an approved UTRGV site or online.
19. **TRANSCRIPTING CREDIT:** For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course. Transcription of college credit will be the responsibility of UTRGV and transcription of high school credit will be the responsibility of BISD. BISD will determine how UTRGV grades will be recorded in the high school transcript for GPA and ranking purposes. BISD is responsible for making parents aware and knowledgeable of the decision made by BISD concerning these matters.

20. **EVALUATION AND ACCOUNTABILITY:** UTRGV staff will be responsible for the development and implementation of an evaluation process to determine the effectiveness of the Program. Measures of effectiveness shall include (without limitation) successful student academic performance in college courses, grades in classes offered by the Program, GPA, retention rates, and graduation rates. UTRGV and BISD agree to the following distinct and/or overlapping responsibilities and/or services as outlined in Exhibit B attached to this document.
21. **LIMITATION ON ENROLLMENT:** BISD may impose additional limitations on student enrollment in the Program. UTRGV will honor the Program Authorization Form for each participating student until high school graduation, unless written revocation notice is provided to UTRGV by the respective school principal.
22. **TRANSPORTATION:** All transportation will be provided by BISD or the individual student. Program students driving their own vehicles to campus will be subject to UTRGV parking rules and transportation rules as set by BISD.
23. **DUAL CREDIT RESOURCES AND RESEARCH:** The parties agree the tools listed below are available and appropriate to assist counselors, students, and families in selecting endorsements and dual credit courses. Additional tools may be adopted by mutual agreement of the parties. A sample of available resources includes:
- TEA House Bill 5: Foundation High School Program Website:
[http://tea.texas.gov/Academics/Graduation Information/House Bill 5 Foundation High School Program](http://tea.texas.gov/Academics/Graduation%20Information/House%20Bill%205%20Foundation%20High%20School%20Program)
- THECB Dual Credit Overview:
<http://www.thecb.state.tx.us/reports/PDF/1514.PDF>
- THECB Dual Credit Education in Texas Research:
<http://www.thecb.state.tx.us/index.cfm?objectid=D455C380-7BA9-11E8-AE230050560100A9>
- UT System Dual Credit and Success in College Report:
<https://www.utsystem.edu/documents/docs/ut-system-reports/2018/dual-credit-and-success-college>
- UTRGV Academic Advising Roadmaps:
<https://www.utrgv.edu/advising/one-stop-shop/know-your-roadmap-to-graduation/index.htm>
24. **ALL PARTIES AGREE:**
- a. To certify that all sites where Program students participate in this Program are compliant with applicable state or federal disability laws;
 - b. To comply with all applicable provisions of the Family Education Rights and Privacy Act (20 USC §1232g, et seq). For purposes of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), each Party hereby designates the other as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records are

required by the receiving Party to carry out the Program. The Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA;

- c. In all cases, to comply with all federal, state, and local laws applicable to this MOU; and
- d. To have in place and abide by a policy prohibiting harassment or discrimination on any basis prohibited by applicable laws of the United States or the State of Texas.

25. **AMENDMENTS:** This MOU may be amended by a written document specifically referencing this MOU and signed by authorized officials of each Party.
26. **TERMINATION UPON NOTICE:** UTRGV and BISD, reserve the right to terminate this MOU upon written notice to the other parties ninety (90) days prior to the date of termination. In the event that there are less than ninety days remaining in any given semester, the actual date of termination will be the day after the completion of that semester. If this MOU is terminated during an academic term, students enrolled in Program classes will be allowed to finish their current coursework and receive appropriate course credit.
27. **INDEMNIFICATION:** To the extent authorized under Texas law and without waiving any defenses including governmental immunity, UTRGV and BISD each agree to be responsible for its own acts of negligence, which may arise in connection with any or all claims for damages, costs, and expenses to person(s) and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties. Additionally, as UTRGV and BISD are governmental entities of the State of Texas, the applicable provisions of the Texas Tort Claims Act as set forth in the Texas Civil Practice and Remedies Code §100.001 et. Seq. and the remedies authorized therein regarding claims or actions that may be asserted by third parties for accident, injury or death shall apply. UTRGV and BISD do not waive any immunity, limits of liability, or defenses, which are afforded to either of them under law, including without limitation under the Texas Tort Claims Act.
28. **NO ASSIGNMENT:** The parties may not assign this contract to any other party without written consent of the other two parties. Each party must conduct a criminal background check, at its own expense and consistent with its own policies, of all persons they appoint, employ, or assign to provide services under this contract.
29. **DISPUTES:** To address any dispute that may arise during the implementation of this MOU, a committee consisting of representatives from BISD and UTRGV will be established to discuss and resolve issues. This committee will meet on an "as needed basis" at the written request of any of the parties.
30. **GOVERNING LAW:** This contract shall be construed under and governed by the laws of the State of Texas.

31. **WAIVER:** The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

32. **MISCELLANEOUS:**

- a. Neither Party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
- b. This MOU represents the entire MOU by and between the Parties and supersedes all previous letters, understandings or oral agreements between the Parties. Any representations, promises, or guarantees made but not stated in body of this MOU are null and void and of no effect.
- d. Neither Party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
- e. If the Board adopts new rules or guidelines applicable to the Program during the term of this MOU, the new rules or guidelines shall prevail.

33. **NOTICES:** Notices give pursuant to this MOU shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

UTRGV:

Dr. Patricia Alvarez McHatton
Executive Vice President for Academic Affairs, Student Success, and P-16 Integration
The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539

Brownsville Independent School District:

Superintendent of Schools
Brownsville Independent School District
1900 Price Rd.
Brownsville, TX 78521

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

The University of Texas Rio Grande Valley
Name of Agency

By Patricia Alvarez Meddator
Authorized Signature

EVP for Academic Affairs, Student Success,
and P-16 Integration
Title

Date 11-26-19

Brownsville Independent School District
Name of Agency

By Rene Gutierrez 1-16-20
Authorized Signature

Superintendent
Title

Date 1-14-2020

The University of Texas Rio Grande Valley
Name of Agency

By [Signature]
Authorized Signature

Sr. AVP for Student Success
Title

Date 11-26-2019

Brownsville Independent School District
Name of Agency

By _____
Authorized Signature

Title

Date _____

The University of Texas Rio Grande Valley
Name of Agency

By [Signature]
Authorized Signature

EVP for Finance and Administration
Title

Date 11/26/19

Exhibit A – Approved 42-hour Core Curriculum

Exhibit B – Goals for Dual Credit Programming



Brownsville Independent School District

1900 Price Road Brownsville, Texas 77821-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Memorandum of Understanding
University of Texas Rio Grande Valley
and Brownsville I.S.D.

Approved 01/14/2020 Regular Board Meeting

A handwritten signature in blue ink that reads "Minerva M. Peña".

Minerva M. Peña
Board President

A handwritten signature in blue ink that reads "Dr. Prisci Roca Tipton".

Dr. Prisci Roca Tipton
Board Secretary

1/14/20

Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.