



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 2/6/24

Item Title: Memorandum of Understanding X Action
between Brownsville ISD and The Information
University of Texas Rio Grande Valley Discussion

BACKGROUND:

The dual credit program has proven to be an invaluable resource for our students, providing them with the opportunity to earn college credits while still in high school. Collaborating with the University of Texas Rio Grande Valley (UTRGV) presents a strategic opportunity to strengthen and expand this initiative, offering a broader range of courses and enriching the academic experience for our students. These students represent all Early College High Schools in the district.

FISCAL IMPLICATIONS:

Function 11: Instructional Material Technology Allotment: Approximately \$20,000.00
(For textbooks based on student participation)

RECOMMENDATION:

Recommend approval to continue the establishment of an MOU with UTRGV for the dual credit program. This agreement shall continue from year to year unless amended or terminated in writing by either party. UTRGV will waive all tuition and fees for participating students while they remain eligible to participate in the Program. The costs of the textbook(s) will be paid by BISD through the Instructional Material Technology Allotment fund. Approximate cost: \$20,000.00 on textbooks (based on student participation).

Dr. Norma Ibarra-Cantu
Submitted by: Secondary Executive Director

Dr. Norma Ibarra-Cantu
Recommended by: Secondary Executive Director

Miguel Salinas
Reviewed by: Staff Attorney

Beatriz Hernandez
Approved by: Chief Academic Officer

Approved for Submission to Board of Education:

Dr. Jesús Chávez, Interim Superintendent

When Necessary, Additional Background May Follow This.

Isela Vieyra

From: Priscilla Lozano <plozano@808West.com>
Sent: Friday, January 12, 2024 12:07 PM
To: Isela Vieyra
Cc: Miguel Salinas; Lea Ohrstrom; Miguel Salinas
Subject: Re: BISD & University of Texas Rio Grande Valley

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 agreement is approved as to form.

Sincerely,
Priscilla

From: Isela Vieyra <jvieveyra@bisd.us>
Sent: Thursday, January 11, 2024 2:20 PM
To: Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Miguel Salinas <miguelsalinas@bisd.us>
Subject: BISD & University of Texas Rio Grande Valley

Good afternoon Ms. Lozano,

Please find the attached agreement for your review and approval.

Thank you,

Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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Isela Vieyra

From: Isela Vieyra
Sent: Thursday, January 11, 2024 2:21 PM
To: Priscilla Lozano
Cc: Miguel Salinas; Kevin O'Hanlon; Lea Ohrstrom; Miguel Salinas
Subject: BISD & University of Texas Rio Grande Valley
Attachments: BISD & University of Texas Rio Grande Valley.pdf

Good afternoon Ms. Lozano,

Please find the attached agreement for your review and approval.

Thank you,

Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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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, 2023 ("Effective Date") through August 31, 2025. 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 Provost* – The chief academic officer of UTRGV, regardless of title currently assigned to the position.
 - l. *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 must be 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 Provost 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 adhere to applicable TAC or other statutory requirements governing the transferability of Core Curriculum courses between public institutions of higher education in Texas.

5. **STUDENT ELIGIBILITY:** Students seeking dual credit opportunities with UTRGV will have an individual academic profile created based on a variety of factors, including without limitation:

- High School Class Rank;
- Grade Point Average;
- College Entrance Exams, e.g., SAT/ACT, PSAT/ACT-PLAN;
- Extracurricular Activities; and
- Community Involvement.

The student's academic profile will be created with submitted documentation and an admission decision will be rendered based on the information and accomplishments in the academic profile. In addition, the school district must have a current memorandum of understanding (MOU) on file with UTRGV. Students pursuing dual credit must meet the following criteria:

- Be classified as a Junior or Senior in High School; and
- Be eligible to graduate under the Foundation w/Endorsement or Distinguished Achievement Plan.

Dual credit students typically will meet one or more of the following criteria:

- Ranked in the Top 20% of their class;
- Have a 85 GPA or higher;
- Achieve an ACT Composite of 20 or higher;
- Achieve an SAT Total of 1110 (EBRW & MATH combined) or higher;
- Achieve a PSAT Section Score of 460 (EBRW) and 510 (MATH) or higher; or
- Achieve a PLAN Composite of 23 or higher.

Students enrolled at Brownsville Early College High School (BECHS) may demonstrate eligibility by meeting college readiness requirements as established by the Texas Success Initiative or another recognized method of demonstrating college readiness as outlined in 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 work with representatives from the BISD to ensure students at BECHS proceed through the requisite admissions processes without issue. All possible avenues for admission to the program for students at BECHS will be explored in the event they do not meet college readiness requirements.

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 an Academic Advisement and Registration session/Dual Credit Program Orientation, prior to being allowed to register for coursework. Sessions may be held on one or both of the UTRGV campuses, or virtually. School Districts or high school campuses can request arrangements to accommodate larger groups. Specific information on how to complete this process will be provided to eligible students via email and to their respective high school counselor(s). Prior to attending an academic advisement session/dual credit orientation, 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 UTRGV Road Maps developed by the Academic Advising Center will be used as a resource to align course selection with major field of study. See Section 24 of this MOU and Exhibit C for more information.

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 Provost or designee.

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 the following: 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 Provost 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 included on a student's transcript 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 the 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:

<https://reportcenter.highered.texas.gov/agency-publication/miscellaneous/dual-credit/>

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. Texas Senate Bill 25 (86th Legislature, Regular Session): In an effort to support high school students who participate in dual credit programs, the Texas Education Code was amended by adding Sections 51.400, 51.4033, and 51.4034 which established requirements for institutions of higher education to address postsecondary experiences for this population of students. Exhibit C summarizes the requirements outlined in the legislation and provides methods for meeting the respective requirement, specifically updates to programming and student support services.

25. ALL PARTIES AGREE:

- a. To be responsible for assuring 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.
26. **AMENDMENTS:** This MOU may be amended by a written document specifically referencing this MOU and signed by authorized officials of each Party.
27. **TERMINATION UPON NOTICE:** UTRGV and BISD, reserve the right to terminate this MOU upon written notice to the other party ninety (90) days prior to the date of termination. In the event that there are less than ninety days remaining in any given semester when the decision to terminate this MOU is reached, 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.
28. **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 S100.001, *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.
29. **LIABILITY INSURANCE:** It is the policy of the State of Texas not to acquire commercial general liability for torts committed by employees of the State who are acting within the scope of their employment. Rather, third parties must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within the scope of employment. UTRGV and its employees are provided workers' compensation coverage under a self-insuring, self-managing plan as authorized by Chapter 503 of the Texas Labor Code. UTRGV will assure that its self-insurance will comply with applicable laws and regulations.
30. **NO ASSIGNMENT:** The parties may not assign this contract to any other party without written consent of the other party. 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.

31. **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. The BISD and UTRGV President (or designee) will each select one member of the committee, and those two selected individuals will mutually agree upon a third committee member. The committee is expected to seek robust consultation with appropriate individuals who have knowledge of the issue(s) in dispute, and work together to reach compromise and agreement on a mutually beneficial position within 30 calendar days. In the event the committee is not able to resolve the issue(s) in dispute within 30 calendar days, the party may agree to refer the dispute to non-binding mediation. The parties may agree to select a mutually acceptable mediator and conduct the mediation within 45 calendar days. Neither party may unreasonably withhold consent to selection of a mediator. The parties will share equally in the cost of mediation.
32. **GOVERNING LAW:** This contract shall be construed under and governed by the laws of the State of Texas.
33. **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.
34. **MISCELLANEOUS:**
- a. Neither Party has authority for an 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.
35. **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. Luis Zayas
Provost and Senior VP for Academic Affairs
The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539

Brownsville ISD:
Superintendent of Schools
Brownsville Independent School District
1900 E. 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 DocuSigned by:
Luis H. Lopez
CF8D45D5BCE94CO...
Authorized Signature

Provost and Senior Vice President for
Academic Affairs

Title

11/17/2023

Date

Brownsville Independent School District

Name of Agency

By Josie N. Chavez
Authorized Signature

Interim Superintendent

Title

2/8/24

Date

The University of Texas Rio Grande Valley

Name of Agency

By DocuSigned by:
Christine Shupala
86747A445C944BE...
Authorized Signature

Associate Vice President and SACSCOC Liaison Institutional Accreditation,
Program Development, and Analysis

Title

11/17/2023

Date

Brownsville Independent School District

Name of Agency

By Josie N. Chavez
Authorized Signature

Interim Superintendent

Title

2/8/24

Date

Exhibits:

- Exhibit A – Approved 42-hour Core Curriculum
- Exhibit B – Goals for Dual Credit Programming
- Exhibit C – Texas Senate Bill 25
- Exhibit D – Sample Academic Course Crosswalk

Exhibit C: Texas Senate Bill 25
Dual Credit Memorandum of Understanding

Introduction Statement

In an effort to support high school students who participate in dual credit programs, Texas Senate Bill 25 (SB 25; 86th Legislature, Regular Session) the Texas Education Code was amended by adding Sections 51.400, 51.4033, and 51.4034 established requirements for institutions of higher education to address postsecondary experiences for this population of students. The following section summarizes the requirements outlined in the legislation and provides methods for meeting the respective requirement.

Filing a Degree Plan

Students participating in a dual credit program must file a degree plan with an institution of higher education. Institutions must work with students who meet one of the following criteria to ensure a degree plan is on file:

1. **Earned a cumulative total of 15 or more hours at the institution.** Students must have a degree plan on file at the institution by the end of the semester or term immediately following the semester or term in which the fifteenth hour or more was earned; or,
2. **Enrolled for the first time at the institution with 15 or more hours.** Students must have a degree plan on file at the institution during their first semester or term of enrollment if the student has earned 15 or more hours from another institution.

For the purpose of this requirement, the phrase “file a degree plan” equates to “declares a major” in that students declare an intent to pursue a particular program of study that, upon successful completion, results in the awarding of a baccalaureate degree from the institution. A major is declared at the time of application to the university using the student’s intended major as listed in the official Apply Texas application.

Dual credit students are eligible to enroll in courses from the university’s core curriculum that have been identified by their respective high schools as also qualifying for equitable high school credit (i.e., course alignment crosswalk). Core curriculum classes are the most applicable to a range of degree programs and transferrable between institutions of higher education.

If a dual credit student decides to change their declared major from what was originally listed in their application to the university, they must follow the university’s standard procedures as outlined in the appropriate Undergraduate Catalog. The process outlined in the *Undergraduate Catalog for 2023-2024* may be found here: <https://utrgv.smartcatalogiq.com/en/2023-2024/student-policies/academic-policies-and-procedures/registration-and-enrollment/undergraduate-registration-and-enrollment/>

Notification of Process for Filing a Degree Plan

Under SB 25, institutions of higher education are required to provide students with notification of the process for filing a degree plan. To the best of its ability, UTRGV commits to providing students with multiple active and passive information channels through which they are able to learn more about the process for filing a degree plan and other enrollment-related information, including:

1. **Website:** UTRGV maintains a Dual Credit Program website through which detailed programmatic information may be found. Admission and enrollment process are clearly outlined and provide specific information about filing a degree plan and accessing resources.

**Exhibit C: Texas Senate Bill 25
Dual Credit Memorandum of Understanding**

2. **Dual Credit Student Resource Guide:** A resource guide specific to dual credit students is available electronically through the program's website, providing detailed program information and instructions for how to access university resources.
3. **Dual Credit Program Orientation:** Prior to enrolling in dual credit courses at UTRGV, students must complete a program orientation session where important program information is reviewed. Content for this session includes but is not limited to: understanding the core curriculum; reviewing academic course policies and institutional calendars; introducing academic and individual support services; planning ahead for postsecondary enrollment; and, financial implications of participating in dual credit.

Supporting Students' Postsecondary Success

SB 25 requires institutions of higher education provide students with verification of their declared major and that the courses in which they are enrolled align with their intended major. UTRGV utilizes the Degree Works platform, which provides a clear and transparent report of a student's academic progress and time toward degree. To achieve the latter requirement of course alignment with intended majors, UTRGV utilizes a holistic approach that incorporates direct interaction with students and continued education for high school counselors.

While incorporating several standard core curriculum requirements, degree plans/majors are unique programs that must be followed in order to meet degree completion requirements. Moreover, adhering to these course/programmatic requirements is sometimes required in a specific sequence. Therefore, UTRGV utilizes the following methods for educating students, families, and high school counselors about degree requirements:

1. **Institutionally Designed Roadmaps:** UTRGV provides students with detailed, sequenced Roadmaps for academic planning purposes. Roadmaps include required courses, suggested courses, and a sample course sequence to maximize the student experience. Additional programmatic information (e.g., minimum grade requirements, pre-requisites, etc.) is also included. Roadmaps may be accessed electronically at <https://www.utrgv.edu/advising/one-stop-shop/know-your-roadmap-to-graduation/index.htm>.
2. **College-Specific Information Sessions:** The Dual Credit Program in collaboration with the Academic Advising Center and/or academic department host college-specific information sessions for students and families at strategic times during the year. Sessions are facilitated by UTRGV personnel who introduce important topics such as academic planning, career exploration, and degree pathways.
3. **Professional Development for ISD Counselors:** Recognizing the critical role counselors play in supporting dual credit students, UTRGV commits to offering ongoing professional development workshops on topics related to academic roadmaps, degree requirements, and supporting students through early and targeted academic advisement.

While students participating in dual credit at UTRGV are not required to meet with an institutional Academic Advisor, they are required to attend an orientation session associated with the Dual Credit Program and at least one college-specific information session (associated with the selected major on the student record) per year throughout their time in the program. Failure to attend either of these activities will result in a registration hold being placed on the student's academic record until such time that the requirement is fulfilled.

**Goals for Dual Credit Programming
The University of Texas Rio Grande Valley**

Goals	Metrics	ISD Responsibilities/Services	UTRGV Responsibilities/Services
ISDs and IHEs will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits of DC, including enrollment and fee policies.	Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.	District website to include MOU, crosswalk, and link to UTRGV's online resources.	Revised course chart (HB5), campus presentations to various groups, district leadership teams, updated website, DC resource guide.
DC Program will assist HS students in the successful transition to and acceleration through postsecondary education.	Analysis of measures in enrollment and persistence through post-secondary education, disaggregated by student subpopulation. Included here are: student enrollment in post-secondary after high school; time to degree completion; and, semester credit hours to degree.	PEIMS data for subgroups at the time of graduation; track students after graduation through national student clearinghouse.	Cohort tag for students who enroll at UTRGV in DC and then continue; persistence; time to degree; total number of hours to degree completion.
All DC students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.	Analysis of measures in enrollment and degree completion, disaggregated by student sub-population. Included here are: student enrollment in postsecondary after high school; time to degree completion; and, decrease in excess number of semester hours beyond required hours to degree completion.	See above, plus: college, career, and military readiness (CCMR) counseling services.	See above, plus: credit to degree alignment; connecting with Student Success services; professional development for counselors by UTRGV Student Success professionals.
The quality and rigor of DC course will be sufficient to ensure student success in subsequent courses.	Analysis of performance in subsequent course work.	Not applicable in this scenario since dual credit courses are taught by UTRGV faculty.	Track subsequent grades in scaffolded courses: ENGL 1301/1302; MATH 1314/2412/2413; BIOL 1406/1407.

As required by HB 1638 (Texas, 85R).

Core Curriculum

The 2022-2023 UTRGV's Core Curriculum consists of 42 credit hours grouped in eight Foundational Component Areas and one Component Area Option.

Requirements

010 - Communication (2 courses - 6 hours required; minimum grade of C)

ENGL 1301	Rhetoric and Composition I
ENGL 1302	Rhetoric And Composition II
	Or
ENGL 1305	Writing Cultural Studies

020 - Mathematics (1 course – 3 hours required; minimum grade of C)

Choose one:

MATH 1314	College Algebra
MATH 1414	College Algebra
MATH 1324	Mathematics for Business and Social Sciences
MATH 1332	Math for Liberal Arts
MATH 1342	Elementary Statistical Methods
MATH 1343	Introduction to Biostatistics
MATH 2412	Precalculus
MATH 2413	Calculus I

030 - Life and Physical Sciences (2 courses – 6 hours required; lecture only)

Choose two:

ASTR 1401	Introduction to Astronomy I
ASTR 1402	Introduction to Astronomy II
BIOL 1406	General Biology I
BIOL 1407	General Biology II
BIOL 2401	Anatomy and Physiology I
BIOL 2402	Anatomy and Physiology II
CHEM 1311	General Chemistry I
	Or
CHEM 1309	Chemistry for Engineers
CHEM 1312	General Chemistry II
ENVR 1401	Introduction to Environmental Science I
ENVR 1402	Introduction to Environmental Science II
GEOG 1403	Physical Geology
GEOG 1404	Historical Geology
PHYS 1401	General Physics I
PHYS 1402	General Physics II
PHYS 2425	Physics for Scientists and Engineers I

PHYS 2426	Physics for Scientists and Engineers II
PSCI 1421	Physical Science I
PSCI 1422	Physical Science II

040 - Language, Philosophy and Culture (1 course – 3 hours required)

Choose one:

ANTH 1354	The Anthropology of Expressive Culture
ENGL 2313	Readings in Dramatic Literature
ENGL 2321	Introduction to British Literature
ENGL 2326	Introduction to American Literature
ENGL 2331	Introduction to World Literature
ENGL 2341	Introduction to Literature
ENGL 2351	Introduction to Mexican American Literature
FREN 2382	Introduction to French Literature (in English)
HIST 2321	World History I
HIST 2322	World History II
MASC 2301	Introduction to Mexican American Studies
MUSI 1309	World Music Cultures
PHIL 1300	Critical Thinking
PHIL 1301	Introduction to Philosophy
PHIL 1305	Introduction to Latin American Philosophy
PHIL 1306	Introduction to Asian Philosophy
PHIL 1310	Ethics, Happiness, and the Good Life
PHIL 1312	Introduction to Social and Political Philosophy
PHIL 1366	Philosophy and History of Science and Technology
PHIL 2306	Introduction to Ethics
PHIL 2322	Ethics, Health, and Culture
PHIL 2326	Ethics, Technology and Society
PHIL 2351	Religious Diversity in the Global Community
SPAN 2320	Latina/o Culture and Civilization in Spanish
SPAN 2330	Introduction to Spanish and Latin American Literature in English

050 - Creative Arts (1 course – 3 hours required)

Choose one:

ARTS 1301	Art Appreciation
ARTS 1303	Art History I, Prehistoric to the 14th-Century
ARTS 1304	Art History II, 14th-Century to the Present
DANC 2323	Dance Appreciation
ENGL 2312	History of Film as Visual Art
	Or
FILM 2312	History of Film as a Visual Art
FREN 2323	Introduction to French Cinema in English
MUSI 1306	Music Appreciation

MUSI 1308	Music History and Literature I
MUSI 1310	History of Rock
PHIL 1330	Philosophy, Art, and Film
THTF 1310	Theatre Appreciation
THTF 2366	Cinema Appreciation

060 - American History (2 courses – 6 hours required)

Choose one:

HIST 1301	U.S. History I
HIST 2327	Mexican American History I
	Or
MASC 2327	Mexican American History I

Choose one:

HIST 1302	U.S. History II
HIST 2328	Mexican American History II
	Or
MASC 2328	Mexican American History II

070 - Government/Political Science (2 courses – 6 hours required)

Choose one:

POLS 2305	U.S. Federal Government & Politics
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Choose one:

POLS 2306	Texas Government & Politics
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080 - Social and Behavioral Sciences (1 course – 3 hours required)

Choose one:

ANTH 1324	Human Evolution
ANTH 2302	Introduction to Archeology
ANTH 2351	Introduction to Cultural Anthropology
ECON 1301	Introduction to Economics
ECON 2301	Principles of Macroeconomics
ENGL 2315	Humans and Language
PHIL 1362	Race, Sexuality, and Class
PSYC 2301	General Psychology
SOCI 1301	Introduction to Sociology

090 - Integrative/Experiential Learning Option (6 hours required)

1. Applied Communication and Literacies (maximum 3 hours)

COMM 1311	Introduction to Communication
COMM 1315	Public Speaking

2. Humanities (maximum 3 hours)

Students may also select an additional three-hour course from the Language, Philosophy, and Culture area to complete the six required hours in the (090) Component Area Option.

3. Leadership (maximum 1 hour)

MGMT 1101	Leadership and Career Lab
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4. Science Labs (maximum 3 hours)

Students may use up to 3 hours from the lab component of any of the science courses listed in the Life & Physical Sciences component area (030) for the Integrative/Experiential Learning component area. Courses that have a separate lab are also listed below.

ASTR 1401	Introduction to Astronomy I
ASTR 1402	Introduction to Astronomy II
BIOL 1406	General Biology I
BIOL 1407	General Biology II
BIOL 2401	Anatomy and Physiology I
BIOL 2402	Anatomy and Physiology II
CHEM 1111	General Chemistry I Lab
	Or
CHEM 1109	Chemistry for Engineers Lab
CHEM 1112	General Chemistry II Lab
ENVR 1401	Introduction to Environmental Science I
ENVR 1402	Introduction to Environmental Science II
GEOL 1403	Physical Geology
GEOL 1404	Historical Geology
PHYS 1401	General Physics I
PHYS 1402	General Physics II
PHYS 2425	Physics for Scientists and Engineers I
PHYS 2426	Physics for Scientists and Engineers II
PSCI 1421	Physical Science I
PSCI 1422	Physical Science II

5. Interdisciplinary (maximum 4 hours)

ANTH 2311	Global Health and Social Justice: Interdisciplinary Approaches to Illness and Inequality
ENST 1301	Introduction to Environmental Studies
INDS 2390	Humanities in the World
INDS 2190	Humanities and Service Learning
HONR 2388	Honors Humanities II
QUMT 2398	Decision Analytics

6. Technologies (maximum 3 hours)

CSCI 1380	Introduction to Programming
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7. Language Diversity and Writing (maximum 4 hours)

SPAN 2321	Spanish in the United States
WRLS 1100	Language Exploration Lab

