

# TEXAS A&M UNIVERSITY-KINGSVILLE

## An Agreement to Offer Dual Enrollment

This Dual Enrollment Memorandum of Understanding (hereinafter referred to as "MOU") is hereby entered into by and between Texas A&M University-Kingsville (hereinafter referred to as "University") and San Diego Independent School District (hereinafter referred to as "District"). In accordance with HB 1638: Statewide Dual Credit Goals, those elements of this MOU specifically aligning with state dual credit goals (SDCG) are outlined in Addendum A and are identified as such.

### Goals

- Provide students with more access to rigorous course work while in high school.
- Make higher education more accessible, affordable and attractive by bridging the divide between high school and college in a physical place.
- Prepare students for college and social expectations.
- Facilitate the transition of motivated students to higher education.
- Provide needed guidance, support, and remediation services for college curricula.
- Demonstrate new ways of integrating levels of schooling to better serve the intellectual and developmental needs of young people.

### University Responsibilities:

- Ensure that the University course requirements are followed;
- Collaborate with the District on building plans and funding arrangements for future agreed space;
- Provide the enrolled dual enrollment students with ID cards at no charge. Student ID photo must be provided by District.
- Host a dual enrollment session at least once per academic year for the District high school counselors. (SDCG Goal 1)
- Allow the enrolled dual enrollment students the same access to instructional and certain non-instructional resources available on the University campus including, but not limited to the use of the library, computer labs, study rooms, science labs, tutoring, bookstore and food or lounge areas, and (SDCG Goal 2 and 3)
- Collaborate with District officials on all matters pertaining to student responsibilities, rights, discipline and insurance.
- Collaborate with District officials to provide a course equivalency crosswalk (refer to Addendum B) that equates District courses with University courses, and that will identify the number of credits that may be earned for each course completed through dual enrollment (SDCG Requirement).
- Monitor student's course progress (as provided by an instructor) throughout each semester utilizing Starfish, the University's early alert system. This information will be shared with the District's designated contacts as outlined under **Section 12: Family Educational Rights and Privacy Act (FERPA)** of this MOU (SDCG Goal 3).
- Provide articulation support for transition of District graduates to the University (SDCG Goal 2)
- Establish an annual agreement in writing on tuition and fees as pronounced in Addendum C. (SDCG Requirement)

### District Responsibilities:

- Collaborate with University officials in the design and execution of challenging and innovative instructional programs, scheduling of classes; recruitment of eligible students; program evaluation and marketing of the partnership. (SDCG Goal 1)
- Collaborate with the University leadership team in interpretation and application of research evaluation findings, both student outcomes and process evaluation data, for improvement of the dual enrollment program.
- Collaborate with the University to fulfill all partnership guidelines in the offering of dual enrollment classes.

- Collaborate and contribute information with the University to fulfill all the requirements for the Southern Association of Colleges and Schools (SACS) and Texas Higher Education Coordinating Board and other agencies as necessary. (SDCG Goal 4)
- Pay expenses as pronounced in Addendum C.
- Provide necessary instructional resources (e.g. textbook, equipment and supplemental materials) to assist students by the first class day of each semester.
- Collaborate with University officials on all matters pertaining to student responsibilities, rights, discipline, and maintain appropriate insurance as required.

### **Section 1: Term**

This MOU shall commence August 11, 2022 and will expire August 10, 2023, and shall be posted on the University's Dual Enrollment and District's respective websites during this term.

### **Section 2: Eligible Courses & Course Transferability**

Courses offered for the dual enrollment program by the University are approved in the undergraduate course inventory of the University. The University agrees to offer the District a cadre of only freshman and sophomore (1000 and 2000) level courses to eligible students. Based on availability each semester, these courses will consist of core curriculum and foreign language dual enrollment courses only as pronounced in Addendum B. The University does not offer remedial and developmental courses for dual credit.

Academic dual credit may be applied towards the core curriculum or to other specific degree program requirements of an academic associate's degree or baccalaureate degree at Texas public higher education institutions. However, transferred credits are not guaranteed to count towards a specific degree program. Some public institutions may award elective credit instead.

In some instances, an institution may choose not to award transfer credit for academic courses taken in dual credit programs. If a student knows which institution they plan to attend after high school, they should seek guidance from an advisor at that institution.

Information regarding course transferability will be provided to participating students each semester by the high school. This information can be found on the Student Guidelines form that the University provides the high school as part of a student's registration packet as well as on the University's dual enrollment website.

<https://www.tamuk.edu/artsci/departments/dualenrollment/Resources.html>

### **Section 3: Instructional Calendar, Course Schedule, and Attendance**

(SDCG Goal 4)

The dual enrollment coordinator at the University will establish an instructional calendar each semester that is consistent with the mutual needs and requirements of both parties. Requirements include, but are not limited to:

- 45 Contact Hours
- University deadlines (payment, finals, registration, drop/withdraw, etc.)
- High School closures for staff/development, holidays, etc.
- University closures for holidays

All course requests (course, instruction time/days, etc.) made by the District must be reviewed and approved by the dual enrollment coordinator and appropriate academic college at the University. The lecture for any dual enrollment course will only take place during the time agreed on by the University and the District. Any high school supplemental work (EOC preparation, TEKS, etc.) must take place outside of the scheduled dual enrollment lecture time. Also, any and all changes to the course schedule (change of time, day, cancellation, etc.) at the District must be reviewed and approved by the dual enrollment coordinator and appropriate academic department at the University.

**Note:** No course request submitted by the District to the University is guaranteed and will only be offered if:

- Final enrollment for the requested course(s) totals at least 10 qualifying students\*, and/or
- The University is able to secure an instructor to teach the course(s).

\*Low enrollment requests for a course with less than 10 qualifying students must be approved by the appropriate academic college. Approval is not guaranteed.

Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency, inclement weather, or days otherwise approved by the University), are in violation of the MOU.

### **Section 4: Student Eligibility**

Upon request, the University in collaboration with the District counselors and/or administration will assist with information sessions for all families and students regarding dual enrollment opportunities, benefits, and costs throughout the academic year. The University's Dual Enrollment Program and the District websites will reflect the most current dual credit information including enrollment, fee policies, resources, and requirements. (SDCG Goal 1 and 2)

Students must meet the same requirements and pre-requisites as all college students for college classes. To be eligible, students must meet the criteria required by the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85 (b).

An institution may impose additional requirements for enrollment in courses for dual credit that do not conflict with Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85 (b).

- (A) Students must submit a complete dual enrollment registration packet by the designated deadline each semester. The required packet documentation and deadline can be obtained from the high school counselor/principal, the University's Dual Enrollment advisor/coordinator, and/ or the University's Dual Enrollment website.
- (B) The high school principal or high school counselor must recommend the student and sign the Dual Enrollment Registration/Permission Form.
- (C) Students are to enroll in course(s) in which they will earn credit concurrently toward both the student's high school diploma and postsecondary academic requirements (Texas Education Code (TEC) §28.009)
- (D) New students must complete the Dual Enrollment Orientation and submit their verification submission form online. Returning students are encouraged to complete the Orientation as a refresher. (SDCG Goal 2)

The orientation can be found online at:

<https://www.tamuk.edu/artsci/departments/dualenrollment/Requirements-Forms.html>

- (E) Once a student is admitted and registered into the dual enrollment program at the University, they are expected to maintain a level of scholastic achievement that allows them to meet the grade requirements for continued enrollment at the University. Students who fail to maintain the minimum requirements as outlined under **Section 16: Student Minimum Grade Requirements** in this agreement, they will be evaluated to determine a suitable placement by the University and the District.

## **Section 5: Bacterial Meningitis Vaccination Requirement**

In accordance with Texas Senate Bill 1107 (now TEC 51.9192), it is required that all

- i. new students
- ii. transfer students
- iii. and returning students who have had a fall or spring semester break in their face-to-face attendance at an institution of higher education

provide proof of a current bacterial meningitis vaccination or booster 10 days prior to the first-class day of the entering semester. Without the evidence of vaccination, a student cannot attend classes on campus and their registration request will not be processed.

For more information, students and parents or guardians may contact the Health Care Clinic at 361-593-3991.

## **Section 6: Student University Email Address**

Students will be assigned a university email address once they have been registered for their first semester with the dual enrollment program. As per University policy, all official university e-mails will be sent to the student's assigned e-mail ending in @students.tamuk.edu. Students can obtain instructions on how to do activate their account by visiting <https://www.tamuk.edu/artsci/departments/dualenrollment/Resources.html>

Once a student's email address is assigned, they will no longer receive emails regarding their courses, grades, registration, status, or other important university information to any other e-mail outside of their University e-mail.

## **Section 7: Location of Class**

(SDCG Goal 4)

Dual enrollment classes will be taught on the University campus, and/or at facilities provided by the District, with proper enrollment in a course, and with prior approval from the University. Course delivery options will be face-to-face, hybrid, coflex, and/or online.

For science courses offered at a facility provided by the District, the facility must meet the laboratory safety standards and have material and/or equipment that comply with the University's course program requirements.

For any classes taught electronically, the University shall comply with applicable rules and procedures relating to Distance Education and Off-campus Instruction and with the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter Q, Approval of Off-Campus and Self-Support Courses and Programs for Public Institutions.

The University and District agree that on campus, in-person courses, recitations and labs may be transitioned into remote, online learning as deemed necessary and/or appropriate due to unforeseen evolving circumstances that pose a health and/or safety risk, such as a natural disaster or public health emergency.

## **Section 8: Student Composition of Class**

Dual enrollment courses may be composed of dual credit high school students and regular college students only.

## **Section 9: Faculty Selection, Supervision, and Evaluation**

(SDCG Goal 4)

The University is responsible for collaborating with the District to assign faculty for the dual enrollment courses. However, the University shall select instructors of all dual credit courses. Classes will be taught by regular teaching faculty who are employed by the University and meet the same standards and approval procedures used by the University in selecting faculty for teaching courses.

In some cases, an off campus dual enrollment course may be taught by the high school teacher/district employee meeting the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college to select faculty responsible for teaching the same courses at the main campus of the college. All District high school teachers/district employees hired to teach Dual Enrollment courses will be employees of the University.

Each year, staffing needs will be assessed to determine campus priorities. The University will supervise and evaluate instructors of dual enrollment courses using the same or comparable procedures used for regular teaching faculty. Each staff member and faculty member will be selected, supervised and evaluated as outlined by the employee's institution.

District instructors approved by the University to teach college level courses (not to exceed two sections) taught on the District campus will be compensated by the University for up to \$600 per section, per semester. Payment will be issued on a 4.5 monthly term.

<b><u>Class Enrollment</u></b>	<b><u>Rate of Pay (per section)</u></b>
5-9 students	\$300
10-14 students	\$450
15+ students	\$600

The rate of pay noted above is to compensate the instructor for the additional activities required to comply with University requirements which include:

- Develop and submit a syllabus and course outline that complies with the departmental requirement for each dual enrollment course.
- Verify the class roster for each dual enrollment course.
- Cooperate with classroom observations by chair or designee.
- Attend University staff development session and scheduled department meetings.
- Submit students' midsemester letter grades to the University through Blue & Gold as per the University's published deadline.
- Submit students' final letter grades to the University through Blue & Gold, as well as a numerical grade to the University's dual enrollment office as per the University's published deadline.
- Provide end-of-course documentation and reporting as required by the University.
- Submit the one-page CV before the first semester of teaching and updates only thereafter.

All instructors assigned to teach dual credit courses for the University will be assigned a university email address once they have been hired. As per University policy, all official university e-mails must be sent from and will be sent to their assigned e-mail ending in @tamuk.edu. Faculty can contact the ITS Help Desk for activation instructions (361) 593-4357. Once an instructor is hired, they will no longer receive emails including important university information to any other e-mail outside of their University e-mail account.

## **Section 10: Professional Development**

(SDCG Goal 4)

The District and the University shall provide opportunities to collaborate through planning, teaching, and professional development. The District will provide common planning time for instructional faculty and other appropriate staff, including school leaders and, when possible, higher-education faculty.

Support service staff such as career counselors, advisors, Title V, TRiO and Upward Bound staffers will be encouraged to network with faculty and institutional leaders for development and coaching opportunities as well.

Teacher mentoring and professional development through AVID (Advancement Via Individual Determination) training will be made available. The University shall participate and create professional development opportunities for faculty, including adjunct and dual credit faculty trainings at least once a year.

## **Section 11: Academic Policies and Student Support Services**

(SDCG Requirement, Goal 2 and Goal 3)

Regular University academic policies will apply to dual enrollment courses. These policies include but are not limited to, class attendance, FERPA, the appeal process for disputed grades, drop policy, the communication of grading policy to students, the syllabus distribution schedule, etc. Each dual enrollment student will be provided a copy of the “Dual Enrollment Student Guidelines”.

When a student signs their dual enrollment registration form, they confirm that they have read the Dual Enrollment Student Guidelines and that they understand and will comply with all dual enrollment and university requirements, policies, procedures, restrictions, and deadlines.

Dual enrollment students will be eligible to utilize the same or comparable support services that are afforded college students on the main campus. Academic and college readiness advising is offered to all dual enrollment students by the University and the District. The University is responsible for ensuring timely and efficient access to such services (e.g., academic advising, career advising, tutoring, and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

All dual enrollment students will have a degree plan with a defined sequence of courses on file through DegreeWorks. A student’s degree plan will be assigned based on the major of interest they select when applying to the program. The student can change their major of interest at any time by completing the appropriate change of curriculum form which can be found at <https://www.tamuk.edu/registrar/forms.html> and submitted to the University’s dual enrollment office for processing.

### **Disability Resource Center – Standard Operating Procedures**

The University Disability Resource Center provides accommodation services to university students who have documented disabilities. It is important to note that academic accommodations available at the college level differ from those available at the high school level.

Students participating in the dual enrollment program at the University must follow the same registration process as their undergraduate students when requesting disability services. The registration process is found online at [www.tamuk.edu/drc](http://www.tamuk.edu/drc) or via the quick links on the university’s webpage.

It is the responsibility of the student to provide documentation which verifies that the student's condition meets the definition of a disability as defined by applicable laws (i.e., Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the ADA Amendments Act of 2008). Federal Law requires that requests for services for student with disabilities be considered on an individual, case-by-case basis.

## Section 12: Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. The student must submit a FERPA Authorization Release Form indicating the individual(s) that can have access to their University academic records at the university.

Dual enrollment students can complete and submit a FERPA Authorization Release Form here <https://www.tamuk.edu/registrar/forms.html>

Notification of Rights under the Family Educational Rights and Privacy Act (FERPA): Information collected about dual enrollment students through their dual enrollment application may be held by any institution of higher education to which they apply. With few exceptions, students are entitled on their request to be informed about the collected information.

Under Sections 552.021 and 552.023 of the Texas Government Code, dual enrollment students are entitled to receive and review the information. Under Section 559.004 of the Texas Government Code, they are entitled to correct information held by an institution that is incorrect. Dual enrollment students may correct information held by any institution to which you apply by contacting the institution's Public Information Officer. The information that is collected about the dual enrollment student will be retained and maintained as required by Texas records retention laws (Section 441.180 et seq. of the Texas Government Code) and rules.

Different types of information are kept for different periods of time.

Under §99.31 and §99.34, FERPA allows protected student data to be exchanged between the University and District for students that are dually enrolled without the consent of either the parents or the student. For the purposes of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the District as a school official with legitimate educational interests in the educational records of the students who participate in the dual enrollment program to the extent that access to the records is required by the District to carry out the functions of the program. The District shall provide points of contact to receive data from the dual enrollment office at the University. This data will be provided via a secure One Drive folder specifically designated for the District contacts indicated below. The District and designated points of contact agree to maintain the confidentiality of the students' educational records in accordance with the provisions of FERPA. The District and designated points of contact shall not release educational records to any third party without written consent by the student.

### Points of Contact

<u>Adriana Vela Counselor</u> Name and Title (Please Print)	_____	_____
<u>acantue@sdisd.us</u> Email Address	_____	_____
<u>Victoria Joslin Principal</u> Name and Title (Please Print)	_____	_____
<u>Vjoslin@sdisd.us</u> Email Address	_____	_____

### **Section 13: Student Conduct**

Students are required to adhere to University regulations regarding facilities and equipment usage, University and District codes of conduct and policies, and are subject to appropriate action taken by the District and the University.

Students who violate the University code of conduct shall be removed from the dual enrollment program and be returned to complete their high school requirements at their “home school.”

### **Section 14: Withdrawing/Dropping a Dual Enrollment Course(s)**

Undergraduate students who completed a high school program, or the equivalent, and entered a Texas public institution of higher education for the first time on or after the fall semester of 2007 are subject to the requirements of SB 1231.

Beginning with the 2007-2008 academic year, undergraduate students subject to SB 1231 will be permitted only six (6) nonpunitive drops during their undergraduate studies. Therefore, drops falling under SB 1231 annotated on official transcripts received from other colleges and/or universities, will be transferred to the University for the purpose of maintaining the number of drops accumulated by the student. For additional information on drops subject to SB 1231, refer to the section of the catalog titled “Academic Regulations” under the sub-title of “Dropping a Course.”

Since dual enrollment students have not completed their high school program, or the equivalent, this does not apply to them. However, once they are admitted into an institution of higher education after high school graduation, they will be subject to the requirements of SB 1231.

Should it become necessary to drop a dual credit course or withdraw from all registered dual credit courses, the student with the assistance of their high school principal or counselor is required to submit the appropriate add-drop form to the dual enrollment office and meet university policies and deadlines.

If students decide to withdraw or drop, they shall return to their “home school” and follow the District guidelines and deadlines set forth for high school graduation.

Failure to submit the appropriate documentation to drop a course or withdraw from the University by the published deadlines and/or if a student does not complete a course may result in the student receiving an “F” for the course(s) they are enrolled in.

When a student withdraws from the University, a refund of tuition and fees is based on the date of the withdrawal and the number of weeks of the enrolled semester/term/session. The refund policy is based on legislative law found under the Texas Education Code, Chapter 54, Article 54.006.

### **Section 15: Course Curriculum, Instruction, and Grading**

(SDCG Goal 3 and 4)

Dual enrollment courses will include the equivalent curriculum, materials, instruction, and method/rigor of student evaluation as regular college level courses taught at the University. These standards will be upheld regardless of the student composition of the class.

Students will have access to academic progress/ midsemester grade status prior to the Last Day to Drop/Withdraw at the University via Blue & Gold (University’s Student Portal). Students struggling to maintain a passing grade may be advised by the instructor and/or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. However, the final decision to withdraw from the course will be that of the student. A withdrawal from the college course does not result in a withdrawal from the high school course. District personnel are responsible for advising students concerning academic progress in the high school component of the course.



Midsemester and final letter grades are due in the Office of the Registrar for the University by the published date and time. Final letter and numerical grades are due to the University's Dual Enrollment Office by the published date and time. For college courses, the District will adhere to all University policies and procedures for grade reporting. Term and cumulative GPA's will be reflected on District grade reports. All transcript corrections due to major change or repeated courses are updated prior to the next grade reporting period. The University's Registrar will provide appropriate security and confidentiality measures for the reporting and posting of grades and the maintenance of transcripts. The high school shall follow District policy as to the weighing system for the college grade for the student's final high school grade point average (GPA).

Letter grades will be issued at the midsemester point by the University's dual enrollment office via a secure One Drive folder specifically created for the District's designated contacts as outlined under **Section 12: Family Educational Rights and Privacy Act (FERPA)** of this MOU, culminating with a letter and numerical grade at the end of the semester.

Grades, with numerical values corresponding to these letters, are recorded as follows:

A, 90-100

B, 80-89

C, 70-79

D, 60-69

F, below 60

I, Incomplete: given to a student who is passing but has not completed a term paper, examination or other required work. The instructor and the student are required to complete the standard university contract form for each course in which the temporary grade of I has been assigned. A copy of the contract must be submitted to the Registrar's Office by the instructor no later than the date grades are due. The grade of I will be used only to allow a student who has encountered some emergency such as illness or an accident an opportunity to complete the requirements for a course. A grade of I reverts to a grade of F one year from the close of semester/term in which the grade was originally recorded if the course requirements have not been satisfied. Grade of an "I" will be assigned by the Office of the Registrar upon receipt of the I Contract.

Q, Dropped: given when a student has officially dropped or withdrawn from the university before or on the date indicated on the official university academic calendar for an automatic Q, regardless of student's standing in class.

### **Removing the Grade of I**

The grade of *I* must be removed within the time specified by the instructor, not exceeding 12 months from the date the *I* was recorded. When the student completes the work in the course, the instructor submits a request for a grade change through the chair of the department and the college dean to the Registrar's Office. The grade of *I* may be changed only to *A*, *B*, *C*, *D* or *F*. Should the instructor not submit a Request for a Grade Change, the *I* will become an *F*. Extension of time, when merited, may be granted by the Provost and Vice President for Academic Affairs after consultation with the dean of the college concerned. *I* grades must be completed prior to graduation. *I* grades not completed by the end of the semester in which the student is scheduled to graduate will turn into *F*'s and will be calculated into the cumulative grade point average. Extensions must be submitted to the Registrar's Office by the instructor. Students should not register again for a course for which they have received an *I* grade.

### **Change of Grade**

After being reported to the Registrar, grades other than *I* may not be changed unless an error has been made by the instructor. Students should review their end of semester final grades closely to ensure their accuracy. If an error or discrepancy should occur, the student should contact the appropriate professor and/or the Office of the Registrar immediately for resolution. It is recommended that those changes occur no later than the beginning of the next semester. **Under no circumstances will grades be changed after one calendar year.**

### **Repetition of a Course**

If a student repeats a course that may not be taken for additional credit, it is the policy of the university to count as part of a student's cumulative grade point average only the last grade received in the course, whether passing or failing, other than a grade of *Q*. However, for purposes of grade point average calculation on course work for graduation,

grades stand as recorded unless the same course is repeated at this university. Students can only exclude a grade **one time**. Any courses taken for the third time, cannot be excluded and will be averaged in the student's GPA.

### **Repeated Grade Notation**

Repeated course(s) and grade(s) are not removed from the official or unofficial transcript. The repeated grade and grade points will be removed from the cumulative grade point average only. The repeated course will be identified with the letter *E* next to the quality points on the transcript. Repeating a course after graduation will not change your graduation grade point average.

## **Section 16: Student Minimum Grade Requirement**

Once admitted, the minimum grade point requirement for students who are considered to be making satisfactory academic progress is a 2.0 cumulative institution grade point average.

### **Scholastic Probation**

Students will be placed on scholastic probation any time their cumulative institution grade point average at A&M-Kingsville falls below 2.0. Such students are required to complete an Early Intervention Contract with the assistance of their high school counselor and dual enrollment advisor at the University. Students who have been placed on scholastic probation will be removed from such probation at the conclusion of the semester or summer term at this university when they have achieved a 2.0 cumulative institution grade point average.

### **Enforced Withdrawal**

Students who have been placed on scholastic probation or enforced withdrawal, and who fail to achieve the minimum cumulative institution grade point average during the next long semester, will be placed or will remain on enforced withdrawal. Such students will have the opportunity to complete a Dual Enrollment Readmission Request Form with the assistance of their high school counselor and dual enrollment advisor at the University. This request for readmissions will be reviewed, and a final decision will be made by the Dual Enrollment Coordinator and/or Dean/Associate Dean of the College of Arts & Sciences. Students who have been placed on enforced withdrawal will be removed from such probation at the conclusion of the semester at this university when they have achieved a 2.0 cumulative institution grade point average.

### **Removal of Enforced Withdrawal Status by Summer Study**

Students placed on enforced withdrawal at the end of the spring semester are eligible to attend the subsequent summer session. Such students are required to complete an Early Intervention Contract with the assistance of their high school counselor and dual enrollment advisor at the University. If the student achieves a cumulative institution grade point average of 2.0 or higher at the conclusion of the summer terms, the enforced withdrawal status will be removed.

## **Section 17: Student Recognition**

University dual enrollment students of highest academic rank will be honored by the University each Fall and Spring semester for the Prestigious Award, Distinguished Award, or Academic Excellence Award.

- iv. The Prestigious Award requires a grade point average of 4.00 on all work attempted for a particular semester, with a minimum of 12 semester credit hours completed, exclusive of credit only (CR) courses.
- v. The Distinguished Award requires a grade point average of 3.65 on all work attempted for a particular semester, with a minimum of 9 semester credit hours completed, exclusive of credit only (CR) courses.
- vi. The Academic Excellence Award requires a grade point average of 3.5 on all work attempted for a particular semester, with a minimum of 6 semester undergraduate hours, exclusive of credit only (CR) courses.

**Section 18: Transcription of Credit and Obtaining an Official University Transcript**

High school and University credit will be transcribed immediately upon the student’s completion of the performance required in the course. Transcribing of college credit will be the responsibility of the University and transcription of high school credit will be the responsibility of the District. The District will determine how the college grades will be recorded in the high school transcript for GPA and ranking purposes. High School transcript grading decisions including those affecting High School GPA are made according to the District board policy. The District is responsible for ensuring that state course requirements for high school graduation are fulfilled.

For the purposes of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University will release an official college transcript (once grades are posted) each semester for all registered dual credit students. One copy will be released to the high school and to all applicable institutions in which the District has a signed dual credit/enrollment, Early College High School, P-Tech, and/or T-STEM Memorandum of Understanding.

**Mailing address for the high school:**

Adriana Vela Counselor  
Name and Title  
San Diego High School  
High School  
Counselor's Office  
Office  
609 Labbe Ave.  
Address  
San Diego, TX 78384  
City, State & Zip Code

**Mailing address for applicable institution(s):**

<hr/> Institution	<hr/> Institution
<hr/> Office	<hr/> Office
<hr/> Address	<hr/> Address
<hr/> City, State & Zip Code	<hr/> City, State & Zip Code

**Delivery Method:**  
 EDI/SPEEDE  MAIL

**Delivery Method:**  
 EDI/SPEEDE  MAIL

<hr/> Institution	<hr/> Institution
<hr/> Office	<hr/> Office
<hr/> Address	<hr/> Address
<hr/> City, State & Zip Code	<hr/> City, State & Zip Code

**Delivery Method:**  
 EDI/SPEEDE  MAIL

**Delivery Method:**  
 EDI/SPEEDE  MAIL

Dual enrollment students have access to print their unofficial transcripts through Blue & Gold and can request an official copy, for purposes outside of what is noted above, by completing the required transcript request form located at [https://www.tamuk.edu/registrar/rgad\\_resources/transcripts.html](https://www.tamuk.edu/registrar/rgad_resources/transcripts.html)

### **Section 19: Funding** (SDCG Requirement)

Both the District and University may report credit hours for funding purposes for dually enrolled students, subject to the rules of the State Board of Education and the Texas Higher Education Board. The University will report the credit hours for all students enrolled in dual enrollment courses, and may only claim funding for core curriculum and foreign language dual credit courses.

### **Section 20: Tuition, Fees and Textbooks** (SDCG Requirement)

Payment for dual enrollment courses will be made by the District by requisition or individual student payment.

University courses taken by District students will be charged a rate pronounced in Addendum C. In addition, 3-peat fees and/or lab fees may apply. The cost of books and supplemental material is not included in the tuition rate.

Textbooks and supplemental materials, including, but not limited to, departmental course software purchased for dual enrollment college courses taught as part of the District academic program may be used for at least 2 years from the date of purchase, as agreed upon by the University, but is subject to the academic freedom policies of the University. When the textbook is no longer available from the publishing company or if the textbook is for a technology-based course, the District and/or student is responsible for purchasing new textbooks.

The University will work with the District to minimize the impact of textbook purchases. Textbooks, supplemental materials, equipment, consumables and course-related software required for dual enrollment courses may be purchased at the bookstore or other approved vendors by the District. ISBN numbers for textbooks are listed on the syllabi of all courses. Textbooks must be college level texts approved by the appropriate academic department at the University.

The District will be responsible for purchasing all textbooks, equipment and supplemental materials for each registered student that is required for their dual enrollment courses.

### **Section 21: Transportation and Parking Permits** (SDCG Requirement)

Transportation to and from the University campus will be provided by the District. Pick up and drop off areas will be determined by the University. Dual enrollment students who bring their own personal vehicles to the University campus will be responsible for purchasing a parking permit, and will be responsible for paying any ticket that may be issued to them.

### **Section 22: Expenses**

Except as specifically provided in this MOU, each party shall bear its own costs and expenses incurred under this MOU without expectation of reimbursement from the other parties.

## **Section 23: Administration of Statewide Instruments**

The District must administer the Texas Success Initiative (TSI) college placement exam to all students to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing. As collaboration, the District will become a TSI Assessment testing site if not already designated as one. Additionally, the University will assist the District in the administration of the TSI college placement exam on an as-needed basis.

## **Section 24: Indemnification**

To the extent authorized by law, in consideration of the performance of all parties of this MOU (University & District), each party (the "Indemnifying Party") does hereby agree to indemnify and hold harmless all agents, servants and employees of the other parties from and against any and all claims and liabilities from any acts or omissions of the Indemnifying Party, its agents, servants, or employees, in the performance of this MOU, except that no party shall indemnify the others for claims or liabilities arising solely from the negligence, act or omission of the other parties.

## **Section 25: Safety**

If any student, instructor, or administrator should experience an accident or sudden illness while on the premises of the District or the University; the response to such incidents will be based upon the guidelines, and operational procedures of the District and University regulations as well as other agreements between the District and University that have been executed for specific issues. Upon mutual agreement, the University may require the District to provide District staffing or security personnel, when requested by the University, for any classes taught by the higher education instructors at the District or at the University.

The University and District will ensure that all students and staff will abide by the established University COVID-19 Protocols. <https://www.tamuk.edu/coronavirus/>

## **Section 26: 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 self-insure against such risk. Neither party is relieved of any liability or other obligations assumed under this MOU by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

## **Section 27: Severability**

If any clause or provision of this MOU is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this MOU shall not be affected thereby, and it is also the intent of the parties to this MOU that in lieu of each clause or provision of this MOU that is illegal, invalid or unenforceable, there be added as part of this MOU a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

## **Section 28: Media and Public Relations**

Media and public relations regarding the District will be managed according to District and University protocols.

## **Section 29: Use of University Name**

The District acknowledges that the University owns the trademark and all other rights in the name “Texas A&M University-Kingsville” (the “University Name”). The University grants the District a nonexclusive, nontransferable license to use the University Name in connection with the District, 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 District.

## **Section 30: Amendment and Termination of Agreement**

The parties to this MOU understand that it may be necessary to amend and modify this MOU from time to time in order 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 subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

The University and the District reserve the right to terminate this agreement upon service of written notice to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90 day period expires.

## **Section 31: Student Directory Information**

Upon enrolling in a dual credit course, appropriate student’s information will become part of the student’s directory information and may be subject to the Texas Public Information Act.

## **Section 32: Registration and Financial Holds**

A registration hold will be placed on all dual enrollment students once they are admitted. This hold will remain on a student’s account since the dual enrollment office facilitates all initial admission and registration decisions. Students at no point in time will be allowed to register online on their own since the dual enrollment office must verify their eligibility in order to process a request.

For students that are responsible for their tuition payment, a financial hold will be placed on their account by the Business Office at the University for any unpaid balance. A student will not be registered for future semesters until all balances are paid in full, regardless if the balance is paid by the students and/or District.

Final numerical grades will still be submitted each semester to be applied to the student’s high school transcript by the appropriate office within the District. However, a student will not be able to obtain an official college transcript or register until all balances have been paid in full.

## **Section 33: Texas Laws 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.

### **Section 34: 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 pertaining to this 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 this MOU to which the requesting party has a right of access that is not otherwise accepted from disclosure under Chapter 552, Texas Government Code, to the requesting party in a non-proprietary format reasonably acceptable to the requesting party.

### **Section 35: Force Majeure**

No party to this MOU shall be required to perform any term, condition, or covenant in this 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 reasonably within the control of that party 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, a party is prevented from full performance of its obligations under this MOU, written notice shall be provided to the other parties within three days.

### **Section 36: Non-Discrimination**

The University is committed to providing an educational and work environment that is conducive to the personal and professional development of each individual student and employee. Any discrimination by any party or their agents or employees on account of race, color, religion, age, sexual orientation, gender identity, national origin, disability, veteran status or genetic information in relation to the performance of any obligations or duties under this MOU is prohibited as defined by federal law, state statutes and system regulations. These protections extend to employment and admissions decisions. In addition, The University does not discriminate on the basis of sex in its education programs and activities, including admission and employment, in accordance with Title IX of the Education Amendments of 1972 and its implementing regulations.

If you have any questions or concerns related to equal employment opportunity, equal access, affirmative action or requests for disability accommodations, please direct them to the following individual who has been designated as the university's acting Section 504 and Americans with Disabilities Act Coordinator:

Joe T. Henderson, Chief Ethics & Compliance Officer  
(361) 593-4758  
Lewis Hall, Room 130  
700 University Blvd. MSC 221  
Kingsville, Texas 78363  
[joe.henderson@tamuk.edu](mailto:joe.henderson@tamuk.edu)

The following individual is designated as the University's Coordinator for Title IX of the Education Amendments of 1972, responsible for inquiries and complaints alleging discrimination in educational programming and access based on sex:

Tasha Clark, Title IX Coordinator  
(361) 593-4758  
Lewis Hall, Room 130  
700 University Blvd., MSC 221  
Kingsville, Texas 78363  
[tasha.clark@tamuk.edu](mailto:tasha.clark@tamuk.edu) or [titleix@tamuk.edu](mailto:titleix@tamuk.edu)

Questions concerning Title IX may also be directed to the Assistant Secretary for Civil Rights, U.S. Department of Education, Office for Civil Rights, 400 Maryland Avenue, SW Washington, D.C., 20202-1100, 1-800-421-3481, [OCR@ed.gov](mailto:OCR@ed.gov).

## **Section 37: Texas Education Code – Section 51.917. Faculty Members; Use of English**

(a) In this section:

- (1) "Institution of higher education" has the meaning assigned by Section 61.003 of this code, but does not include a medical or dental unit.
- (2) "Faculty member" means a person who teaches a course offered for academic credit by an institution of higher education, including teaching assistants, instructors, lab assistants, research assistants, lecturers, assistant professors, associate professors, and full professors.
- (3) "Governing board" has the meaning assigned by Section 61.003 of this code.

(b) The governing board of each institution of higher education shall establish a program or a short course the purpose of which is to:

- (1) assist faculty members whose primary language is not English to become proficient in the use of English; and
- (2) ensure that courses offered for credit at the institution are taught in the English language and that all faculty members are proficient in the use of the English language, as determined by a satisfactory grade on the "Test of Spoken English" of the Educational Testing Service or a similar test approved by the board.

(c) A faculty member may use a foreign language to conduct foreign language courses designed to be taught in a foreign language.

(d) This section does not prohibit a faculty member from providing individual assistance during course instruction to a non-English-speaking student in the native language of the student.

(e) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 1083, Sec. 25(15), eff. June 17, 2011.

(f) The cost of such English proficiency course as determined by the coordinating board shall be paid by the faculty member lacking proficiency in English. A faculty member must take the course until deemed proficient in English by his or her supervisor. The cost will be deducted from said faculty member's salary.

Added by Acts 1989, 71st Leg., ch. 975, § 1, eff. Sept. 1, 1989.

Amended by: Acts 2011, 82nd Leg., R.S., Ch. 1083 (S.B. 1179), Sec. 25(15), eff. June 17, 2011.

## **Section 38: Evaluation**

The District and the University will meet at least once a semester to develop and/or assess a plan for the evaluation of the program to be completed each year that will include, but not be limited to, attendance and retention rates, GPA of high school-credit only courses Texas Success Initiative (TSI) (e.g. TSI Assessment), in addition to student results on the state accountability assessments (STAAR/EOC), college courses, satisfactory progress in college courses, and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point average, retention rates and graduation rates), and adequate progress toward the college-readiness of the students in the program.



**ADDENDUM A**  
**House Bill 1638: Statewide Dual Credit Goals (SDCG)**

SDCG Requirements:

- a) A description of how the goals of the dual credit program align with the statewide goals;
- b) A course equivalency crosswalk or other method of equating high school courses with college courses that identifies the number of credits that may be earned for each course completed through the dual credit program;
- c) A description of the academic supports and guidance that will be provided to students participating in the dual credit program;
- d) A description of the ISD and IHE respective roles and responsibilities in providing for and ensuring the quality and instructional rigor of the dual credit program; and
- e) A description of the sources of funding for dual credit courses offered under the program including, at a minimum, the sources of funding for tuition, transportation, and any required fees or textbooks for students participating in the dual credit program.

SDCG Goal 1: Independent school districts and institutions of higher education 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.

SDCG Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

SDCG Goal 3: 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.

SDCG Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

**ADDENDUM B**  
**Dual Credit Course Crosswalk**  
**Texas A&M University-Kingsville**  
**Dual Enrollment Course Crosswalk - Subject to Change**

TAMUK Course Number & Title	College Credit	High School Course/PEIMS Code*	High School Credit
<b>Communication (Core Requirement 6 SCH)</b>			
ENGL 1301 - Rhetoric and Composition	3	English 3A 03220300	0.5
ENGL 1302 - Rhetoric and Composition	3	English 3B 03220300	0.5
<b>Mathematics (Core Requirement 3 SCH)</b>			
MATH 1314 - College Algebra	3	IHE11100	1
MATH 1316 - Trigonometry	3	IHE11100	1
MATH 1324 - Math for Business and Economics I	3	IHE11100	1
MATH 1348 - Analytic Geometry	3	IHE11100	1
MATH 2413 - Calculus I	4	IHE11100	1
<b>Life &amp; Physical Sciences (Core Requirement 6 SCH) Please note, we recommend the lab as well for students that require a 4 SCH science as part of their intended undergraduate degree program and/or prerequisite requirement for future courses. *The lab credit fulfills part of the Component Option B of the core.</b>			
BIOL 1306/1106 - General Biology I	3-4	IHE11200	1
BIOL 1307/1107 - General Biology II	3-4	IHE11200	1
BIOL 2401 - Human Anatomy and Physiology I	4	IHE11200	1
BIOL 2402 - Human Anatomy and Physiology II	4	IHE11200	1
CHEM 1311/1111 - General Inorganic Chemistry I	3-4	IHE11200	1
CHEM 1312/1112 - General Inorganic Chemistry II	3-4	IHE11200	1
GEOL 1303/1103 - Physical Geology	3-4	3380001	1
GEOL 1304/1104 - Historical Geology	3-4	3380001	1
PHYS 1301/1101 - College Physics I	3-4	IHE11200	1
PHYS 1302/1102 - College Physics II	3-4	IHE11200	1
<b>Language, Philosophy and Culture (Core Requirement 3 SCH)</b>			
ENGL 2342 - Introduction to Literature	3	3221500	1
PHIL 1301 - Intro to Philosophy	3	3380001	1
SPAN 1313 - Elementary Spanish I	3	3440100	1
SPAN 1314 - Elementary Spanish II	3	3440100	1
<b>American History (Core Requirement 6 SCH)</b>			
HIST 1301 - American History to 1877	3	3340100	0.5
HIST 1302 - American History since 1877	3	3340100	0.5
<b>Government/Political Science (Core Requirement 3 SCH)</b>			
POLS 2301 - Government and Politics of US	3	3330100	0.5
POLS 2302 - Government and Politics of TX	3	3330100	0.5
<b>Social and Behavioral Science (Core Requirement 3 SCH)</b>			
SOCI 1301 - Principles of Sociology	3	3370100	0.5
<b>Component Option A - Communication (Core Requirement 3 SCH)</b>			
COMS 1311 - Intro to Oral Communication	3	3241100	0.5
COMS 1315 - Bus and Professional Comm	3	3241100	0.5
*High School course is subject to change. Alignment of the high school course is determined and approved by the High School/District.			

**ADDENDUM C**

*(Please initial each item listed and sign.)*

R.H.P

I have read, understand, and approve all items noted on pages 1-18 of this MOU.

R.H.P

Completion and submission of a student's registration packet does not guarantee registration for courses and/or admittance into the Dual Enrollment Program at the University and is separate from admission to the university as an undergraduate. In order to be considered for undergraduate freshman admission once a student graduates high school, they must complete an application at <https://goapplytexas.org/> and submit a nonrefundable application fee.

R.H.P

The Business Office at the University will submit an invoice each semester to the District for the following tuition and fees (listed in the table below) per student. The invoiced balance must be completely paid within 30 days of the invoiced date. If a purchase order is required by your high school/district for payment, it must be submitted to the Business Office at the University no later than 5:00 p.m. on the 12<sup>th</sup> class day (Census Date). Please refer to the Dual Enrollment Instructional Calendar provided to the District for official Census Dates each semester.

The purchase order can be emailed to Leticia Cantu [leticia.cantu@tamuk.edu](mailto:leticia.cantu@tamuk.edu)

The District requests that the invoice be submitted to the following individual(s):

Name: Angelica Smithwick Name: Victoria Joslin.  
*Please Print* *Please Print*

Email: asmithwick@sdisd.us Email: vjoslin@sdisd.us  
*Please Print* *Please Print*

Phone: 361-279-3382 Phone: 361-279-3382

Regular Tuition & Fees					Tuition & Fee Waivers					New Tuition Rates after applied Waiver:				
Hours	Tuition	Designated Tuition	University Services Fee	Total	Hours	Tuition	Designated Tuition	University Services Fee	Total Waiver	Hours	Tuition	Designated Tuition	University Services Fee	New Total
1	50.00	14.64	4.00	68.64	1	12.50	3.51	.96	16.97	1	37.50	11.13	3.04	51.67
2	100.00	29.28	8.00	137.28	2	25.00	7.03	1.92	33.95	2	75.00	22.25	6.08	103.33
3	150.00	43.92	12.00	205.92	3	37.50	10.54	2.88	50.92	3	112.50	33.38	9.12	155.00
4	200.00	58.56	16.00	274.56	4	50.00	14.05	3.84	67.89	4	150.00	44.51	12.16	206.67
5	250.00	73.20	20.00	343.20	5	62.50	17.57	4.80	84.87	5	187.50	55.63	15.20	258.33
6	300.00	87.84	24.00	411.84	6	75.00	21.08	5.76	101.84	6	225.00	66.76	18.24	310.00
7	350.00	102.48	28.00	480.48	7	87.50	24.60	6.72	118.82	7	262.50	77.88	21.28	361.66
8	400.00	117.12	32.00	549.12	8	100.00	28.11	7.68	135.79	8	300.00	89.01	24.32	413.33
9	450.00	131.76	36.00	617.76	9	112.50	31.62	8.64	152.76	9	337.50	100.14	27.36	465.00
10	500.00	146.40	40.00	686.40	10	125.00	35.14	9.60	169.74	10	375.00	111.26	30.40	516.66
11	550.00	161.04	44.00	755.04	11	137.50	38.65	10.56	186.71	11	412.50	122.39	33.44	568.33
12	600.00	175.68	48.00	823.68	12	150.00	42.16	11.52	203.68	12	450.00	133.52	36.48	620.00
13	650.00	190.32	52.00	892.32	13	162.50	45.68	12.48	220.66	13	487.50	144.64	39.52	671.66
14	700.00	204.96	56.00	960.96	14	175.00	49.19	13.44	237.63	14	525.00	155.77	42.56	723.33
15	750.00	219.60	60.00	1029.60	15	187.50	52.70	14.40	254.60	15	562.50	166.90	45.60	775.00
16	800.00	234.24	64.00	1098.24	16	200.00	56.22	15.36	271.58	16	600.00	178.02	48.64	826.66
17	850.00	248.88	68.00	1166.88	17	212.50	59.73	16.32	288.55	17	637.50	189.15	51.68	878.33
18	900.00	263.52	72.00	1235.52	18	225.00	63.24	17.28	305.52	18	675.00	200.28	54.72	930.00

**3-Peat Fee:** A \$100 per semester credit hour fee will be assessed after the 20th class day (15th for summer sessions) of the semester for attempting a class for the third and subsequent times.

*Total does not include course fees that may vary per course (\$0- \$200 maximum).*

Jaya Goswami 12-20-22  
 Dr. Jaya Goswami Date  
 Internal Provost and Vice President for Academic Affairs  
 Texas A&M University-Kingsville

Rodrigo Pena 1-18-23  
 Dr. Rodrigo Pena Date  
 Superintendent, San Diego ISD