

## MEMORANDUM OF UNDERSTANDING

The University of Texas Rio Grande Valley, a public university and member institution of The University of Texas System (“UTRGV”), and San Benito Consolidated Independent School District, a local government entity (“SAN BENITO CISD”), enter into the following Memorandum of Understanding (“MOU”) effective September 1, 2021 (“Effective Date”) through August 31, 2023. UTRGV and SAN BENITO CISD 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 SAN BENITO CISD, 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 SAN BENITO CISD. 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 SAN BENITO CISD 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 SAN BENITO CISD. Upon execution of this MOU, UTRGV and SAN BENITO CISD will work collaboratively to design a course crosswalk listing UTRGV courses for which the district students may receive high school credit. UTRGV and the SAN BENITO CISD 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.

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 SAN BENITO CISD 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 SAN BENITO CISD. 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 SAN BENITO CISD. SAN BENITO CISD will determine how UTRGV grades will be recorded in the high school transcript for GPA and ranking purposes. SAN BENITO CISD is responsible for making parents aware and knowledgeable of the decision made by SAN BENITO CISD 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 SAN BENITO CISD 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:** SAN BENITO CISD 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 SAN BENITO CISD 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 SAN BENITO CISD.
23. **DUAL CREDIT RESOURCES AND RESEARCH:** The parties agree the tools listed below are available and appropriate to assist counselors, students, and families in selecting endorsements and dual credit courses. Additional tools may be adopted by mutual agreement of the parties. A sample of available resources includes:

TEA House Bill 5: Foundation High School Program Website:

[http://tea.texas.gov/Academics/Graduation Information/House Bill 5 Foundation High School Program](http://tea.texas.gov/Academics/Graduation%20Information/House%20Bill%205%20Foundation%20High%20School%20Program)

THECB Dual Credit Overview: <http://www.thecb.state.tx.us/reports/PDF/1514.PDF>

THECB Dual Credit Education in Texas Research:

<http://www.thecb.state.tx.us/index.cfm?objectid=D455C380-7BA9-11E8-AE230050560100A9>

UT System Dual Credit and Success in College Report:

<https://www.utsystem.edu/documents/docs/ut-system-reports/2018/dual-credit-and-success-college>

UTRGV Academic Advising Roadmaps:

<https://www.utrgv.edu/advising/one-stop-shop/know-your-roadmap-to-graduation/index.htm>

24. Texas Senate Bill 25 (86<sup>th</sup> Legislature, Regular Session): In an effort to support high school students who participate in dual credit programs, Texas Senate Bill 25 (SB 25, 86th Legislature, Regular Session) 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 SAN BENITO CISD, 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 SAN BENITO CISD 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 SAN BENITO CISD 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 SAN BENITO CISD 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 SAN BENITO CISD 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 SAN BENITO CISD 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. Janna Arney  
Deputy President and Interim Provost  
The University of Texas Rio Grande Valley  
1201 W. University Dr.  
Edinburg, TX 78539

San Benito Consolidated Independent School District:  
Superintendent of Schools  
San Benito Consolidated Independent School District  
204 N. Crockett St.  
San Benito, TX 78586

**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**

DocuSigned by:

By \_\_\_\_\_

*Janna Arney*

**Authorized Signature**

Dr. Janna Arney, Deputy President and Interim Provost

\_\_\_\_\_  
**Title**

Date \_\_\_\_\_

9/16/2021

DS  
*MS*

Reviewed by Dr. Christine Shupala

San Benito Consolidated Independent School

**District**

**Name of Agency**

By \_\_\_\_\_

*Nate Lawson Ed.D.*  
**Authorized Signature**

\_\_\_\_\_  
**Superintendent of Schools**

\_\_\_\_\_  
**Title**

Date \_\_\_\_\_

**AUG 11 2021**

The University of Texas Rio Grande Valley

**Name of Agency**

By \_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_  
**Title**

Date \_\_\_\_\_

San Benito Consolidated Independent School

**District**

**Name of Agency**

By \_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_  
**Title**

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