Memorandum of Understanding between
Texas A&M University – Corpus Christi and
Flour Bluff Independent School District

re: University Preparatory High School Program

Texas A&M University- Corpus Christi, a member of The Texas A&M University System, An agency of the State of Texas, (“University”) and Flour Bluff Independent School District (“School District”) enter the following MEMORANDUM OF UNDERSTANDING (“MOU”) and for the terms of which WITNESS THE FOLLOWING:

WHEREAS the parties to the MOU have agreed to collaborate in the establishment of University Preparatory High School Program, an early college high school, serving grades 9-12, which concurrently enrolls students in academic dual credit university courses; and whereas eligible high school students in the ninth, tenth, eleventh and twelfth grades; for whom a smooth transition into postsecondary education is now problematic are targeted; and/ whereas enrollment is focused on 1) students from low socioeconomic backgrounds, 2) students seeking to be first-generation college graduates, 3) students who are historically underrepresented in college courses, and 4) subpopulations of at-risk students as defined by PEIMS (Public Education Information Management System); and 5) English as a Second Language Learner.

WHEREAS University Preparatory High School Program (UPHSP) is a small school with an enrollment of 400 or fewer students who may earn both a high school diploma and up to two years of college credit toward a Bachelor’s degree.

NOW THEREFORE, the parties to this Memorandum of Understanding mutually agree as follows:

1. GOVERNANCE: University Preparatory High School Program (UPHSP) will be governed by district, state, and federal policies, as well as University policies, regulations, rules, and relevant state and federal laws. The Director of the University Preparatory High School Program will give regular reports to the Dean of the University College at the University or his/her designees and report directly to the Superintendent of Flour Bluff Independent School District or his/her designee. An advisory committee comprised of representatives from the University and School District will meet twice per year to evaluate instructional and programmatic activities, plan professional development, implement content crosswalks, identify problems, issues and challenges that arise, discuss design and sustainability and make recommendations regarding effective coordination and collaboration.

2. PROVISION OF COURSES, COURSES OF STUDY AND CURRICULUM ALIGNMENT: The University will make courses available in the core curriculum and courses of study in accordance with the student’s major for dual credit based upon the requirements of the Texas Higher Education Coordinating Board and college syllabi for the University Preparatory High School Program (UPHSP) students. The School District will provide high school course credit in accordance with the requirements of the Texas Education Agency and the Texas Essential Knowledge and Skills. The School District will provide curriculum, instruction,
strategies and resources to prepare and support students in the University Preparatory High School Program through the Texas College and Career Readiness Standards. In addition, UPHSP will administer the Texas Success Initiative (TSI) college placement exam to all incoming 9th graders to assess college readiness to begin college courses.

3. INSTRUCTORS: All faculties, full-time and adjunct, teaching academic dual credit courses must meet the preparation and degree standards required by the University, its Policies, Regulations, Rules and Procedures. The University is responsible for the compensation of the faculty and adjuncts and one graduate assistant.

4. The School District is responsible for the compensation of the Director, and any other administrative cost of administering the University Preparatory High School Program.

5. FACILITIES: Courses will be conducted on the campus of the University. University Preparatory High School Program students and their instructors will have access to appropriate instructional and non-instructional resources available on the campus of the University when agreed upon by the University and the School District. The School District will be billed by the University for tuition and fees of those students enrolled. Students of the University Preparatory High School Program will obtain a University campus identification card in accordance with the first semester of college level instruction.

6. TUITION AND FEES SCHEDULE: For Fall and Spring semesters, designated tuition and all fees, other than those listed below, are considered waived unless agreed upon by the University and the School District. Tuition charges will be set according to the approved University statutory tuition and fees schedule for the academic year. Tuition and fees are paid for by the School District. For University Preparatory High School Program (UPHS) students wishing to take dual credit classes when the Flour Bluff UPHS program is not in session (i.e., summer classes), all University tuition and fees not waived (listed below) will be the sole responsibility of the student and/or legal guardian of the student. Dual credit students are not eligible for financial aid while enrolled in high school. The University will explore and offer funding opportunities for the students to continue earning a Bachelor’s degree after high school.

**Ninth, Tenth, Eleventh and/or Twelfth Grade (dependent upon eligibility to enroll in college courses)**

- Statutory Tuition
- $16.00 of the designated tuition per credit hour

7. BOOKS AND INSTRUCTIONAL MATERIALS: All textbooks and supplemental materials required for college classes will be the responsibility of the School District. This includes Instructional/Course Lab Fees. University approved textbooks purchased by the School District will be used for at least 3-5 years from the date of purchase depending on the subject, where possible, unless a new edition is available. The School District and the University will seek cost effective avenues for purchase of the textbooks and materials, including textbook rentals, exploring multiple vendors and flexible/creative sourcing.

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8. ENROLLMENT AND ATTENDANCE: The University will assist with the enrollment—at the School District—of all University Preparatory High School Program students who are eligible and wish to enroll in academic dual credit courses. Freshmen and sophomores enrolling in Dual credit classes for the first time must have high school standing and hold an exceptional grade point average of 90 or higher. Junior and seniors enrolling in Dual Credit classes for the first time must have a grade point average of 85 or higher. In addition, eligibility for courses will be determined by the policies of the University for enrollment in college courses. Dual Credit students will be held to the same eligibility standards as college students. Dual credit students may not register for courses at the University unless they have a minimum 2.0 grade point average on all previously attempted college coursework. Additionally, students below a 2.0 (70) grade in a Dual Credit course at midterm should be individually advised by the District concerning the implications and consequences of continued enrollment. Students must be earning a 2.0 (70) or higher in each course taken for Dual Credit to continue enrollment, unless approved for a plan of action by University and School District. The School District and University will work jointly to offer multiple college entry testing opportunities for students. University Preparatory High School Program students will be exempt from any Texas A&M University—Corpus Christi application or reapplication fees. Dual Credit students must meet the attendance requirements of the University for the college courses in which they are enrolled.

9. INSTRUCTIONAL CALENDAR AND STATE ASSESSMENTS: For University courses taken for credit on the University campus, the instructional calendar used will be that of the University. On dates when State assessments occur at the high school, the students will be required to attend the assessments at the high school and make arrangements with their college instructors. These absences will be considered excused University absences.

10. CONDUCT: University Preparatory High School Program students are required to adhere to University policies, regulations, rules and procedures regarding academics, facilities and equipment usage for college-credit courses, and to the University and School District Codes of Conduct, and will be subject to appropriate action taken by the School District and/or the University.

11. TRANSCRIPTS, GRADING PERIODS AND POLICIES: The University agrees to transcript/award college credit earned through dual credit during the same semester that credit is earned. The University will issue grades for each semester of college enrollment according to University policies and the grades will be recorded on the college transcript. The University faculty will provide numeric grades to the School District for the high school transcript. The School District will record numeric grades on the high school transcript, code courses taken as Dual Credit and award credit in accordance with the School District policies. Students will be required to meet the grading policies of the University for the college courses taken and will be required to meet the grading policies of the School District for the awarding of credit in dual credit courses on the high school transcript.

12. SAFETY: If any University Preparatory High School Program student, instructor,
or administrator should experience an accident or sudden illness while on the premises of the University, the response to such incidents will be based upon operating University rules, regulations and procedures. If any University Preparatory High School Program student, instructor, or administrator should experience an accident or sudden illness while on the premises of the School District, the response to such incidents will be based upon operating School District rules, regulations and procedures.

13. SHARED DATA: The University and School District agree to share pertinent information/data regarding University Preparatory High School students utilizing a Federal Education Rights and Privacy Act (FERPA) agreement signed by parents/students.

14. ACADEMIC SUPPORT: The University agrees to assign an academic advisor to the University Preparatory High School Program to advise students as to the transferability and applicability of credit toward baccalaureate degree plans.

15. TRANSPORTATION: The School District will provide transportation for students attending the University. A schedule of bus shuttles will be available to students. Students wishing to provide their own transportation will notify the District and will sign a transportation agreement form and abide by the rules and regulations of the District and University. Violations of the rules, regulations or procedures may result in revocation of the agreement to allow a student to transport him/herself.

16. INDEMNIFICATION: To the extent authorized by the laws and Constitution of the State of Texas, in consideration of the performance by both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims, debts, from either: (1) claimed or actual defects in premises owned or controlled by the other party and used in the performance of this agreement; or (2) any acts or omissions of the other party, its agents, servants, or employees, in the performance of this Agreement.

17. TERM, RENEWAL AND TERMINATION OF MOU: The term of this MOU shall become effective upon final signature for initial term of twelve (12) months. This MOU may be renewed upon the same terms and conditions, so long as the initial term and any subsequent renewal periods do not exceed five (5) years. This MOU may be amended by mutual written MOU of both parties. The University and School District reserve the right to terminate this MOU 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.

18. ENTIRE MOU: This MOU contains the entire agreement between School District and University with respect to the matters contained herein, and supersedes all other oral or written agreements between the parties with respect to such matters. It is acknowledged that other agreements may be executed. Such other agreements are not intended to change or alter this MOU unless expressly stated in writing.

19. NOTICES: Any notice required or permitted under this MOU must be in writing,
and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile Transmission, email or other commercially reasonably means and will be effective when actually received. University and School District can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**University:**
Texas A&M University-Corpus Christi  
6300 Ocean Drive, Unit 5731  
Corpus Christi, Texas 78412-5761  
Attn.: Contracts Administration

Fax: (361) 825-2772  
Email: contracts@tamucc.edu

**School District:** Flour Bluff ISD  
2505 Waldron Road  
Corpus Christi, Texas 78418  
Attn.: Brian Schuss, Superintendent  
Phone: (361) 694-9205  
Fax: (361) 694-9809  
E-mail: bschuss@flourbluffschools.net

20. NON-WAIVER PROVISIONS: School District expressly acknowledges University is an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law. The University expressly acknowledges the School District is a local agency governed by the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by the School District of its right to claim such exemptions, privileges, and immunities as may be provided by law.

21. PUBLIC INFORMATION ACT: It shall be the independent responsibility of University and School District to comply with the provisions of Chapter 552, Texas Government Code (the “Public Information Act”), as those provisions apply to the parties’ respective information. University is not authorized to receive public information requests or take any action under the Public Information Act on behalf of School District. Likewise, School District is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of University.

22. PROVISIONS FOR FINANCIAL EXIGENCY: In the event of a financial exigency causing an Early College High School Program to be discontinued, the following provisions will be used to guide that process: (1) The current 11th grade cohort of students will continue operation through their scheduled graduation date; (2) While in the process of discontinuing the program, no additional students will be enrolled; and (3) While in the process of discontinuing operation,
all elements provided in the MOU, and as outlined in the design of the program, will continue in order to provide full support for the students until the program is completely discontinued.

23. Upon final signature of this Agreement, the Memorandum of Understanding previously executed by the parties with an initial term date of July 1, 2016 through June 30, 2017, with amendment and renewal executed April 12, 2017 for renewal term of July 1, 2017 through June 30, 2021 shall immediately become void.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

TEXAS A&M UNIVERSITY – CORPUS CHRISTI

By: [Signature]
Clarenda M. Phillips, Ph.D.
Provost & VP for Academic Affairs
Dated: 9/7/18

FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT

By: [Signature]
Brian Schuss, School District Superintendent
Dated: 8-30-18