MEMORANDUM OF UNDERSTANDING
between Texas A&M University – Corpus Christi
and Premont Independent School District

re: Dual Credit

This Memorandum of Understanding ("MOU" and/or "Agreement") shall become effective upon final signature by and between Texas A&M University – Corpus Christi, a member of the Texas A&M University System, an agency of the State of Texas ("TAMU-CC"), and Premont Independent School District ("Premont ISD").

This Agreement will serve as the instructional joint Program ("Program") between TAMU-CC and Premont ISD and shall be approved by the governing boards or designated authorities of these above-mentioned entities.

The following elements are agreed to as outlined in the State of Texas Higher Education Coordinating Board’s Regulations Chapter 4, Subchapter D. Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges between Premont ISD and TAMU-CC as follows:

Elements of the Program Agreement:

1. Eligible Courses
   A. Courses offered for dual credit by TAMU-CC will be in the approved undergraduate course inventory of TAMU-CC.
   B. Remedial or developmental courses may not be offered.
   C. The number of dual credit courses a student may take each semester will be jointly decided by TAMU-CC and Premont ISD staff, based on individual students' demonstrated ability.
   D. All TAMU-CC courses selected for dual credit courses will be reviewed by staff employed by Premont ISD. Premont ISD staff will review the TAMU-CC course description and/or course syllabus to determine if the TAMU-CC course meets the state standards set forth in the Texas Essential Knowledge and Skills (TEKS). Courses that are deemed equivalent or surpass the TEKS will be awarded high school credit.

2. Student Eligibility
   A. Dual credit students must have course specific approval from Premont ISD in order to be considered eligible for consideration by TAMU-CC.
   B. Dual credit students must meet the regular admission standards of TAMU-CC.
   C. Dual credit students must be a current high school student.
   D. Dual credit students must have the approval of the legal guardian/parent, the high school counselor, and the high school principal.
   E. Dual credit students must enroll in a course selected from the list of approved dual credit courses for TAMU-CC.
   F. Dual credit students must meet the Texas Success Initiative (TSI) requirement for reading, writing, and math skills prior to enrolling in courses or meet the exemption standards. (A high school student is also eligible to enroll in academic dual credit courses that require demonstration of TSI college...
readiness in reading, writing, and/or mathematics under the following conditions: if the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II State of Texas Assessment of Academic Readiness End of Course (STAAR EOC); or a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test; or a composite score of 23 on the PLAN with a 19 or higher in English or a score of 460 on the evidence based reading and writing (EBRW) test on the PSAT/NMSQT or an English score of 435 on the ACT-Aspire. For Courses that require demonstration of TSI college readiness in mathematics: if the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test; or a composite score of 23 on the PLAN with a 19 or higher in mathematics or a score of 510 on the mathematics test on the PSAT/NMSQT or a mathematics score of 431 on the ACT-Aspire.)

3. Location of Class
   A. All dual credit classes will be held on the TAMU-CC campus.
   B. Dual credit students will be responsible for transportation to and from TAMU-CC for courses taken on the TAMU-CC campus.

4. Student Composition of Class
   A. Dual credit courses are TAMU-CC university courses and may be composed of dual credit students and university students.
   B. Dual credit students will be placed in university courses anonymously to ensure the same course experience as all other university students in the course.

5. Faculty Selection, Supervision and Evaluation
   A. TAMU-CC shall select the instructors of all dual credit courses.
   B. Dual credit course instructors shall be regularly employed TAMU-CC faculty members or will meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by TAMU-CC to select faculty responsible for teaching the same courses at the main campus of TAMU-CC.
   C. Dual credit instructors shall be supervised and evaluated using the same or comparable procedures used for faculty at the main campus of TAMU-CC.

6. Course Curriculum, Instruction and Grading
   A. TAMU-CC shall ensure that a dual credit course and a corresponding college credit only course are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation.
   B. The partnering secondary school, Premont ISD, will review relevant dual credit course material in order to ensure that the course meets Texas Essential Knowledge and Skills standards.
   C. Grading criteria will be the same as that used for regular college courses.
   D. Dual credit course instructors will provide written grade reports to secondary schools upon request. Shared information/data regarding dual credit students shall utilize a Federal Education Rights and Privacy Act agreement signed by parents/students.
   E. Dual credit students are responsible for the purchase of all course materials, including textbooks, access codes, and other necessities for dual credit courses taught by college faculty, both in terms of distributed and classroom learning.
   F. TAMU-CC will award college credit as appropriate to students successfully completing dual credit courses.

MOU between TAMU-CC and Premont ISD
Page 2 of 6
G. Premont ISD will award high school credit as appropriate to students successfully completing dual credit courses.

H. Curriculum alignment for each degree plan with a course equivalency crosswalk equating high school courses with college courses and the number of credits that may be earned for each course completed through the dual credit program.

I. Components that articulate joint practices regarding: Administration of statewide assessments for academic skills (TEC, Subchapter B, Chapter 39).

J. Components that articulate joint practices regarding Joint professional development for ECHS faculty and college and counselors/advisors (including both district and IHE faculty/staff).

K. A data sharing agreement that includes provisions for student data provided by the college to the high school, and enables collaborative data sharing on a regular basis to promote student support interventions during the semester and that also includes: Policies for expanding access to student data, such as granting ECHS teachers of record and campus administrators full instructor access.

7. Academic Policies and Student Support Services

A. The regular academic policies of TAMU-CC, including the appeal process for disputed grades, drop policy, communication of grading policy to students, distribution of syllabus, etc. will also apply to all dual credit students.

B. Students in dual credit courses will be eligible to utilize the same or similar support services that are afforded to regular students of TAMU-CC, including the Library, CASE, academic advising and Disability Services.

C. Dual credit students seeking disability related academic adjustments are responsible for contacting the TAMU-CC Disability Services Office to discuss documentation guidelines, services and accommodations and established program procedures. Dual credit students should self-disclose their disability to the TAMU-CC Disability Services Office in order to determine eligibility for academic adjustments. TAMU-CC is not required to identify students as having a disability, nor is it required to assess or diagnose a disability.

D. Premont ISD will obtain consent from parents to provide a copy of current documentation (medical, psychological, and/or psycho-educational assessment reports) of a student with a disability to identify the disability to TAMUCC staff.

E. Although dual credit students may have a documented Individualized Education Program (IEP), section 504 plan, Admission Review and Dismissal (ARD), or summary of Performance (SOP), any or all may not be sufficient in meeting the documentation guidelines established at TAMU-CC. TAMU-CC Disability Services utilizes guidelines and best practices established by the Association of Higher Education and Disability, in determining reasonable academic adjustments and auxiliary services.

F. District dual credit students registered with TAMU-CC Disability Services may be eligible for academic accommodations and auxiliary services including, but not limited to, exam accommodations, sign language interpreters, note-taking, and access to alternate format (i.e., e-text, Braille). TAMU-CC is not required to make modifications that would fundamentally alter the nature of the course, service, program, or activity. TAMU-CC Disability Services do not provide services of a personal nature such as personal care attendants, personal readers, tutors, or typing.

G. Premont ISD will provide personal care attendants when needed at the TAMU-CC campus.

8. Goals of the dual credit program

A. Assist high school students in obtaining college credit, which will also meet high school graduation requirements (dual credit courses). TAMU-CC will provide a designated academic advisor for dual credit who will meet individually with the high school students each semester to discuss which courses would be appropriate for both high school requirements and post-secondary degree requirements.
B. Provide a bridge program to ensure a smooth transition from high school to college expectations. TAMU-CC will provide a designated academic advisor who will work with the high school students to discuss expectations, requirements and skills needed to be successful on the university campus. All dual credit students will be provided with a dual credit TAMU-CC handbook.

C. Provide a supportive, multicultural learning community. All dual credit courses are taught on the TAMU-CC campus which has a federal designation as a Hispanic Serving Institution (HSI).

D. Provide students with a challenging educational experience. All dual credit courses are taught on the TAMU-CC campus by TAMU-CC professors and include both dual credit and university students.

E. Monitor student grades throughout the semester. TAMU-CC will monitor the dual credit student grades with an early alert system.

F. Collaborate with local ISD and community agencies to enhance students’ educational experiences and opportunities. TAMU-CC will provide a designated academic advisor for dual credit who will meet a minimum of one time per semester with Premont ISD to coordinate dual credit services.

9. Transcription of Credit
   A. Transcription of both high school and college credit, as applicable will occur immediately upon a student’s completion of the performance required in the course.
   B. TAMU-CC will award college credit as appropriate to students successfully completing dual credit courses and place college credit on an official TAMU-CC transcript.
   C. TAMU-CC will award college credit earned through dual credit courses during the same semester that credit is earned.
   D. Dual credit students are required to meet the grading policies of TAMU-CC and the grading policies for Premont ISD for the college courses taken in order to be awarded dual credit.
   E. TAMU-CC will issue grades for each semester of college enrollment according to TAMU-CC policies.
   F. TAMU-CC faculty will provide numeric grades to Premont ISD for the high school transcript.
   G. Premont ISD will award high school credit as appropriate to students successfully completing dual credit courses and place credit on an official Premont ISD transcript.

10. Funding
    A. Tuition and Fees paid by student:
       (i) Statutory Tuition
       (ii) Designated Tuition ($16 per SCH)
       (iii) Course Specific Fees (i.e., Lab, Field Trip, Distance Learning, etc.)

    B. Tuition and Fees that are not included:
       (i) Designated Tuition (any amount above $16 x # of SCH)
       (ii) Student Service Fee
       (iii) Athletic Fee
       (iv) Student Center
       (v) Health Service
       (vi) Recreational Sports
       (vii) University Services Fee

    C. Additional Costs paid by the student:
       (i) TAMU-CC application fee
       (ii) Books
       (iii) Access Codes
       (iv) Course supplies (i.e., Lab Coats, Safety Goggles, etc.)
       (v) Parking Permit
11. Term: This MOU shall become effective upon final signature and shall remain in effect for no more than five years, or unless terminated with 60 days written notice by either party to the other.

12. 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, 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 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
Telephone: 361.825.3918
Email: contracts@tamucc.edu

School District: Premont ISD
439 SW 4th St
Premont, Texas 78375
Attn: Superintendent Steve VanMatre
Telephone: (361) 348-3915
Email: premontisd.net

13. Non-Waiver Provisions: Premont ISD expressly acknowledges TAMU-CC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law. TAMU-CC expressly acknowledges the Premont ISD is a local agency governed by the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Premont ISD of its right to claim such exemptions, privileges and immunities as may be provided by law.

14. Provisions for Financial Exigency: In the event of a financial exigency causing this Dual Credit Program to be discontinued, the following provisions will be used to guide that process:
   A. The students currently enrolled will continue operation through their scheduled graduation date
   B. While in the process of discontinuing the program, no additional students will be enrolled
   C. While in the process of discontinuing operation, all elements provided in the Agreement, 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.

15. Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulation or declared void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
16. This MOU contains the entire understanding of the institutions as to the matters contained in this MOU and supersedes all other written and oral agreements between the institutions as to those matters. The institutions may execute other contracts, but those will not change or alter this MOU unless expressly stated in writing.

Superintendent Steve VahMatre
Superintendent of Schools
Premont ISD 4/7/21

Kelly M. Miller
President / CEO
Texas A&M University-Corpus Christi
Dated: 4/7/21