

**TEXAS A&M UNIVERSITY-KINGSVILLE**  
**An Agreement to Offer Dual Enrollment for**  
**School of Science & Technology – Corpus Christi**

This Memorandum of Understanding (“MOU”) is hereby entered into by and between Texas A&M University-Kingsville, a member of The Texas A&M University System, an agency of the State of Texas (hereinafter called "University"), acting by and through its President and the School of Science & Technology – Corpus Christi, a Texas political subdivision (hereinafter called "District"), acting by and through its Principal.

**Definition of Dual Enrollment**

Selected high school students matriculate at community colleges, junior colleges, and/or universities for freshman and sophomore college level courses. These courses are used by the student to satisfy course requirements for high school graduation. These same course credits may be used to satisfy university curriculum requirements of the student’s undergraduate major.

**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 both high school and college curricula.
- Demonstrate new ways of integrating levels of schooling to better serve the intellectual and developmental needs of young people.

**Duties of the University:**

- Ensure that the University course requirements are followed;
- Collaborate with District officials on common advising strategies and terminology related to dual credit and college readiness.
- 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.
- Provide articulation support for transition of District graduates to the University;
- 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
- Collaborate with District officials on all matters pertaining to student responsibilities, rights, discipline and insurance.

**Duties of the District:**

- 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.
- 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 University officials on common advising strategies and terminology related to dual credit and college readiness.
- 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.
- Provide necessary instructional resources to assist students.
- Collaborate with University officials on all matters pertaining to student responsibilities, rights, discipline, and maintain appropriate insurance as required.

## **SECTION 1:** **ELIGIBLE COURSES**

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. These courses will consist of core curriculum and foreign language dual enrollment courses only as pronounced in Addendum A. District students applying to enroll in university courses must meet the university's dual enrollment guidelines as outlined under **Section 3: Student Eligibility** of this agreement.

## **SECTION 2:** **COURSE TRANSFERABILITY**

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.

## **SECTION 3:** **STUDENT ELIGIBILITY**

Upon mutual agreement, the University in collaboration with the District counselors and/or administration will assist with information sessions at least once per academic year, as requested for all families and students who wish to enroll in academic dual credit courses. 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, ("hereinafter TAC 19, Pt. 1, Ch. 4"), 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, ("hereinafter TAC 19, Pt. 1, Ch. 4"), 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 and/or the University Dual Enrollment advisor/coordinator.

(B) The high school principal or high school counselor must recommend the student and sign the Dual Enrollment Registration/Permission Form.

(C) 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 6: Student Minimum Grade Requirements** in this agreement, they will be evaluated to determine a suitable placement by the University and the District.

#### **SECTION 4:** **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 5:** **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 6:** **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 will be reviewed, and a final decision will be made by the Associate Vice President for Student Success. 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 7:** **LOCATION OF CLASS**

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.

For any classes taught electronically (\*hybrid only), 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.

\*Hybrid courses can only be at the recommendation of the University.

## **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:** **INSTRUCTIONAL CALENDAR, COURSE SCHEDULE, AND ATTENDANCE**

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, and 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 10:** **FACULTY SELECTION, SUPERVISION, EVALUATION AND EMAIL**

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. The University will supervise and evaluate instructors of dual enrollment courses using the same or comparable procedures used for regular teaching faculty.

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. Each staff member and faculty member will be selected, supervised and evaluated as outlined by the employee's institution. 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 iTech 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 11:** **COURSE CURRICULUM, INSTRUCTION, AND GRADING**

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.

Letter grades will be issued by the University's Dual Enrollment Office at the midsemester point to the District, 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.

**SECTION 12:**  
**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 13:**  
**PROFESSIONAL DEVELOPMENT**

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. When possible, the University shall participate and create professional development opportunities for faculty, including adjunct and dual credit/enrollment faculty trainings at least once a year.

## **SECTION 14:** **ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES**

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. The college is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

### **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 Credit 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 15:** **BACTERIAL MENINGITIS VACCINATION REQUIREMENT**

In accordance with Texas Education Code Section 51.9192, it is required that all new students, and returning students (who have had a fall or spring semester break in their attendance at an institution of higher education) that are physically taking courses on our campus provide proof of a 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. Students who do not provide the evidence of vaccination will not be allowed to attend classes and their registration request will not be processed.

**SECTION 16:**  
**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.

The university will only accept the original form, and a copy, fax, and/or email will not be accepted.

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

Under Sections 552.021 and 552.023 of the Texas Government Code, you are entitled to receive and review the information. Under Section 559.004 of the Texas Government Code, you are entitled to correct information held by an institution that is incorrect. You 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 you 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.

**SECTION 17:**  
**STUDENT DIRECTORY INFORMATION**

Upon enrolling in a dual credit/enrollment 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 18:**  
**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.

A financial hold will be placed on a student's account by the Business Office at the University for any unpaid balance. A student will not be allowed to register for future semesters until all balances are paid in full.

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 19:**  
**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 their assigned e-mail ending in @students.tamuk.edu. Students can obtain instructions on how to do activate their account from their high school counselor or from the dual enrollment office at the University. Once a student's email address is assigned, they will no longer receive emails regarding your courses, grades, registration, status, or other important university information to any other e-mail outside of your University e-mail.

**SECTION 20:**  
**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 program 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.

**SECTION 21:**  
**TRANSCRIPTING 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 will ensure parents are aware and knowledgeable of the decision made by the district concerning this matter.

Students can request an official university transcript by completing the required transcript request form that can be obtained by contacting the University's dual enrollment coordinator. This form will need to be filled out as well as signed and dated by the student. The completed form can be:

- **Mailed to:**

Office of the Registrar  
Texas A&M University-Kingsville  
1050 W. Santa Gertrudis Ave, MSC 105  
Kingsville, TX 78363

- **Faxed to:**

(361) 593-2195

- **Or, Scanned and Emailed as an attachment to:**

[registrar@tamuk.edu](mailto:registrar@tamuk.edu)

**SECTION 22:**  
**FUNDING**

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 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 23:**  
**TUITION, FEES, and TEXTBOOKS**

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 B. In addition, university reinstatement fee, 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 for all dual enrollment courses will be the responsibility of the student or may be provided by the District.

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, in which free or low-cost open educational resources may be considered and that are still subject to the academic freedom policies of the University.

Textbook and supplemental material costs for all dual enrollment courses will be the responsibility of the student or may be provided by the District.

**SECTION 24:**  
**TRANSPORTATION & PARKING PERMITS**

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.

**SECTION 25:**  
**MEDIA AND PUBLIC RELATIONS**

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

**SECTION 26:**  
**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 27:**  
**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 28:**  
**EVALUATION**

The District and the University will develop a plan for the evaluation of the District 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.

**SECTION 29:**  
**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.

**SECTION 30:**  
**IDEMNIFICATION**

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 31:**  
**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 32:**  
**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 33:**  
**NON-DISCRIMINATION**

Any discrimination by any party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this MOU is prohibited.

**SECTION 34:**  
**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 35:**  
**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 36:**  
**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 37:**  
**AMENDMENT, RENEWAL 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.

This agreement shall commence with the Fall 2019 semester and will expire at the end of the Summer 2020 terms.

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.

**ADDENDUM A**  
**Dual Credit Course Agreement**

<u>Course Number</u>	<u>Texas A&amp;M University-Kingsville Course Title</u>	<u>High School TEKS Course*</u>	<u>College Credit</u>
<b>Communication (Core Requirement 6 SCH)</b>			
ENGL 1301	Rhetoric and Composition	English III A/ English IV A	3
ENGL 1302	Rhetoric and Composition	English III B/English IV B	3
<b>Mathematics (Core Requirement 3 SCH)</b>			
MATH 1314	College Algebra	PreCalculus A	3
MATH 1316	Trigonometry	PreCalculus B	3
MATH 1324	Math for Business and Economics I	Ind. Studies in Math (X Time Taken)	3
MATH 1325	Math for Business and Economics II	Ind. Studies in Math (X Time Taken)	3
MATH 1348	Analytic Geometry	Ind. Studies in Math (X Time Taken)	3
MATH 2413	Calculus I	Ind. Studies in Math (X Time Taken)	4
<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	Biology A/Scientific Research & Design A	4
BIOL 1307/1107	General Biology II	Biology B/Scientific Research & Design B	4
BIOL 2401	Human Anatomy and Physiology I	Anatomy & Physiology A	4
BIOL 2402	Human Anatomy and Physiology II	Anatomy & Physiology B	4
CHEM 1311/1111	General Inorganic Chemistry I	Chemistry A/Scientific Research & Design A	4
CHEM 1312/1112	General Inorganic Chemistry II	Chemistry B/Scientific Research & Design B	4
GEOL 1303/1103	Physical Geology	Scientific Research & Design II or III	4
GEOL 1304/1104	Historical Geology	Scientific Research & Design II or III	4
PHYS 1301/1101	College Physics I	Physics A/Scientific Research & Design A	4
PHYS 1302/1102	College Physics II	Physics B/Scientific Research & Design B	4
<b>Language, Philosophy and Culture (Core Requirement 3 SCH)</b>			
ENGL 2342	Readings in Poetry and Novel	English IV A or B	3
SPAN 1313	Elementary Spanish I	Spanish II A	3
SPAN 1314	Elementary Spanish II	Spanish II B	3
PHIL 1301	Intro to Philosophy	Social Studies Advanced Studies	3
<b>Creative Arts (Core Requirement 3 SCH)</b>			
ARTS 1303	Art History I	Art I, Art Appreciation	3
<b>American History (Core Requirement 6 SCH)</b>			
HIST 1301	American History to 1877	US History A	3
HIST 1302	American History since 1877	US History B	3
<b>Government/Political Science (Core Requirement 3 SCH)</b>			
POLS 2301	Government and Politics of US	US Government	3
POLS 2302	Government and Politics of TX	Social Studies Advanced Studies	3
<b>Social and Behavioral Science (Core Requirement 3 SCH)</b>			
ECON 2301	Principles of Macroeconomics	Economics/Economics Advanced Studies	3
EVEN 2372	Environmental Engineering in a Global Society	Scientific Research & Design II	3
PSYC 2301	Introduction to Psychology	Psychology	3
SOCI 1301	Principles of Sociology	Sociology	3
<b>Component Option A - Communication (Core Requirement 3 SCH)</b>			
COMS 1311	Intro to Oral Communication	Communication Applications	3
COMS 1315	Bus and Professional Comm	Independent Study In Speech (X Time Taken)	3
COMS 2374	Professional Communication	Independent Study In Speech (X Time Taken)	3
<b>Component Option B - Communication (Core Requirement - up to three (3) semester credit hours. The following course(s) are allowed)</b>			
ENGL 2314	Technical Writing	Research/Technical Writing	3
PHIL 1301**	Intro to Philosophy	Social Studies Advanced Studies	3
If a science lab is completed (as noted above), up to 3 SCH can be used to fulfill this core requirement.			3

\*High School course is subject to change. Alignment of the high school course is determined and approved by the High School/District.

\*\*PHIL 1301 is an option for the Language, Philosophy & Culture as well as the Component Option B requirements of the core curriculum. However, the course can only be used to satisfy one area. Example, if the student takes the course and uses it to fulfill one area, the student would need to complete an approved course within the other area to fulfill that requirement.

**ADDENDUM B**

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

GD

I have read, understand, and approve all items noted on pages 1-15 of this MOU agreement.

GT

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 on ApplyTexas.org and submit a nonrefundable application fee.

GT

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 Dorine Gonzalez at [Dorine.Gonzalez@tamuk.edu](mailto:Dorine.Gonzalez@tamuk.edu).

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

Name: GURAY TAYSEVER Name: Kristen Chupogo  
 Please Print Please Print  
 Email: GTAYSEVER@SSTK.ORG Email: KCHUPOGO@SSTK.ORG  
 Please Print Please Print  
 Phone: 361 225 0044 Ext 106 Phone: 361 225 0044 Ext 104

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).

Dr. G. Allen Rasmussen 8-13-19  
 Dr. G. Allen Rasmussen Date  
 Provost, Texas A&M University-Kingsville

Dr. Guray Taysever  
 Dr. Guray Taysever Date  
 Principal, School of Science & Technology – Corpus Christi