

**MEMORANDUM OF UNDERSTANDING
between Texas A&M University-Corpus Christi
and Klein Independent School District**

re: Islander Academy Dual Enrollment Program

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 **Klein Independent School District** ("ISD"). TAMU-CC and the ISD are sometimes hereafter referred to as "Party" individually and as "Parties" collectively.

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound as follows:

ARTICLE 1.

1.1 This Article 1 is not intended to be legally binding on either Party.

1.2 The Parties will serve as the instructional joint Program ("Program") and dual enrollment collaborative partnership between TAMU-CC and the ISD and shall be approved by the governing boards or designated authorities of the Parties.

1.3 Elements of the Program Agreement: 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 the ISD and TAMU-CC as follows:

1.3.1 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 an ISD student ("student(s)") may take each semester will be jointly decided by TAMU CC and the 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 the ISD. The 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.

- E. With the permission of the ISD and TAMU-CC coordinators, students may take other college courses at TAMU-CC.

1.3.2 Student Eligibility

- A. Participating students must have course specific approval from the ISD in order to be considered eligible for consideration by TAMU-CC.
- B. Participating students must meet the regular admission standards of TAMU-CC or be recommended by the high school principal and guidance counselor for participation.
- C. Participating students must be a current high school student.
- D. Participating students must have the approval of their legal guardian/parent, the high school counselor, and the high school principal.
- E. Participating students must enroll in a course selected from the list of approved dual credit courses for TAMU-CC. On a limited basis and upon approval by the high school and TAMU-CC coordinators, students may be allowed to take other courses at TAMU-CC.
- F. Participating 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.)

1.4 Location of Class

- A. (check one) The student elects to attend dual credit classes online.
OR
- A. (check one) The student elects to attend dual credit classes on the ISD campus.
OR
- A. (check one) The Student elects to attend dual credit classes on the TAMU-CC campus.
- B. Participating students will be responsible for transportation to and from TAMU-CC for courses taken on the TAMU-CC campus.

1.5 Student Composition of Class

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

1.6 Faculty Selection, Supervision and Evaluation

- A. TAMU-CC shall select the instructors of all dual credit courses or any other planned courses for the institution.
- 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.

1.7 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 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 Family Education Rights and Privacy Act (FERPA) agreement signed by parents/legal guardians/students.
- E. Dual credit students and/or the ISD shall be responsible for the purchase of all course materials, including textbooks, access codes, and other necessities for dual credit courses taught by TAMU-CC 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.
- G. The 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 high school faculty and TAMU-CC counselors/advisors (including both district and higher education faculty/staff).
- K. A data sharing agreement that includes provisions for student data provided by TAMU-CC to the ISD 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 high school teachers of record and TAMU-CC administrators full instructor access.

1.8 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, Center for Academic Student Achievement (“CASA”), 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. The ISD will obtain consent from parents and/or legal guardians 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 TAMU-CC 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. The ISD 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's Disability Services department does not provide services of a personal nature such as personal care attendants, personal readers, tutors or typing.

- G. The ISD will provide personal care attendants to its qualifying student(s) when needed at the TAMU-CC campus.

1.9 Goals of the Islander Academy Dual Enrollment 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 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/orientation program to ensure a smooth transition from high school to college expectations. TAMU-CC will provide a designated advisor who will work with the high school students to discuss expectations, requirements and skills needed to be successful on the TAMU-CC campus. All dual credit students will be provided with a dual credit TAMU-CC handbook.
- C. Provide students with a challenging educational experience. All dual credit courses may be taught on the TAMU-CC campus, online, or on the high school campus by TAMU-CC professors (or appropriate instructors of record) and may include both dual credit and TAMU-CC students, depending on the venue.
- D. Monitor student grades throughout the semester. TAMU-CC will monitor the dual credit student grades with an early alert system.
- E. Collaborate with the ISD and local community agencies to enhance students' educational experiences and opportunities. TAMU-CC will provide a designated advisor for dual credit who will meet a minimum of one time per semester with ISD to coordinate dual credit services.

1.10 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 the 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 ISD for the high school transcript.
- G. The ISD will award high school credit as appropriate to students successfully completing

dual credit courses and place credit on an official ISD transcript.

1.11 Funding

1.11.1 Tuition and Fees paid by student and/or ISD:

- (i) Statutory Tuition
- (ii) Designated Tuition (\$16 per SCH)
- (iii) Course Specific Fees (i.e., Lab, Field Trip, Distance Learning, etc.)

1.11.2 Tuition and Fees that are not included:

- (i) TAMU-CC application fee (waived)
- (ii) Designated Tuition (any amount above \$16 x # of SCH)
- (iii) Student Service Fee
- (iv) Athletic Fee
- (v) Student Center
- (vi) Health Service
- (vii) Recreational Sports
- (vii) TAMU-CC Services Fee

Note: for the purposes of this agreement, the tuition and fee cost per course shall be capped at \$149.00. Students may be eligible for scholarships to cover all or part of tuition and fee assessment, depending on need (free or reduced lunch status).

1.11.3 Additional Costs paid by the student and/or school district:

- (i) Books
- (ii) Access Codes (required for some online textbooks)
- (iii) Course supplies (i.e., Lab Coats, Safety Goggles, etc.)
- (iv) Parking Permit (if they come on their own)

1.12 Representatives from TAMU-CC will regularly visit the ISD campus to promote the Program and provide related services to students, faculty, staff, and administrators.

1.13 A dual-enrollment and concurrent enrollment orientation will be provided by TAMU-CC representatives for all student participants prior to the beginning of each fall semester.

1.14 TAMU-CC shall provide annual calendars, student service events, and engagement opportunities to student participants and ISD coordinators (summer camps, performances, visit days, etc).

1.15 Students who successfully complete courses in these programs will not have to re-apply for admission to TAMU-CC once they graduate from high school. Staff in the TAMU-CC Office of Recruitment and Admissions will assist students in updating their application to the new term with no cost or additional effort from the student relative to application for admission.

1.16 The Office of Student Financial Assistance will, at the request and authorization of the ISD, provide a FAFSA completion workshop for students and/or parents/legal guardians.

1.17 The principal coordinators of the Program shall meet at least twice annually to evaluate and extend the Program. The coordinating officials shall be:

For TAMU-CC:

Dr. Andy J. Benoit, Jr., Vice President for Enrollment Management
6300 Ocean Drive, Unit 5771
Corpus Christi, Texas 78412
Telephone: (361) 825-5951
Email: andy.benoit@tamucc.edu

For Klein ISD:

Ms. Beth Gilleland, Assistant Superintendent of Teaching & Learning
Klein ISD
7200 Spring Cypress Road
Klein, Texas 77379
Telephone: (832) 249-4319
Email: egilleland@kleinisd.net

1.18 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.

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.

ARTICLE 2.

2.1 This Article 2 is intended to be legally binding on the Parties.

2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.

2.3 The Parties anticipate that under this MOU it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential

Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other Party.

- (a) "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- (b) The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives ("Representatives") having a need to know the Confidential Information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives' compliance with such obligations.
- (c) If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.
- (d) The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.

2.4 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party

may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.

2.5 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.

2.6 This MOU shall become effective upon final signature (the "Effective Date") and continues shall remain in effect for three (3) years (the "Term") with an option to continue for two (2) additional one (1) years upon execution of renewal letter or amendment, unless sooner terminated as provided herein, not to exceed a total Term of five (5) years. Either Party may terminate this MOU effective upon sixty (60) days' written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten (10) days after receiving written notice of the breach.

2.7 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.

2.8 The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation, or construction, shall be governed, and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against Texas A&M University – Corpus Christi is to be in the county in which the principal office of Texas A&M University – Corpus Christi's governing officer is located.

2.9 **Notices:** Any notices required or permitted under this MOU must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by **email transmission with electronic confirmation of receipt by the party being notified**, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

TAMU-CC: Contracts Administration
6300 Ocean Drive, Unit 5731
Corpus Christi, Texas 78412
Email: contracts@tamucc.edu

ISD: Ms. Beth Gilleland, Assistant Superintendent of Teaching & Learning
Klein ISD
7200 Spring Cypress Road
Klein, Texas 77379
Telephone: (832) 249-4319
Email: egilleland@kleinisd.net

2.10 This MOU is not intended to create a partnership or joint venture between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.

2.11 This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.

2.12 This MOU is assignable only with the written consent of both Parties.

2.13 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and 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.

2.14 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).


2.15 TAMU-CC is an agency of the state of Texas and under the Constitution and the laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. ISD expressly acknowledges that TAMU-CC is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the state of Texas.

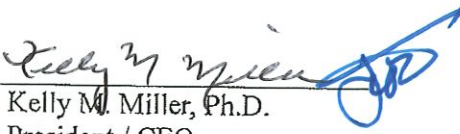
2.16 Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized officers.


Klein ISD

Texas A&M University – Corpus Christi

By: 
Dr. Anthony Indelicato
Chief Academic Officer
Dated: 3/28/24

By: 
Kelly M. Miller, Ph.D.
President / CEO
Dated: 4/5/2024

Recommended by:

By: 
Andy J. Berolt, Jr., Ed.D.
Vice President, Division of Enrollment Management
Dated: 04/05/2024