

# Coastal Bend College Dual Credit Program

## Memorandum of Understanding

COASTAL BEND COLLEGE (herein called the “College”) and McMullen County Independent School District, individually, the “Party”, and collectively, the “Parties”, enter into the following Memorandum of Understanding (MOU), and for the terms of which WITNESS THE FOLLOWING:

### NON-DISCRIMINATION STATEMENT

The College prohibits discrimination, including harassment, against any employee, applicant for employment, student or applicant for admission on the basis of any protected class or any other basis prohibited by law. Protected classes at the College include: race, color, national origin, religion, age, sex, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status or any other basis prohibited by law.

Discrimination is defined as prohibited conduct directed at an employee or student on the basis of race, color, national origin, religion, age, sex, including pregnancy and parental status, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee’s employment or that adversely affects the student.

For more information regarding the College’s prohibition of discrimination, harassment, and retaliation in the employment context, please visit *Board Policy DIAA (LOCAL) - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION - SEX AND SEXUAL VIOLENCE* and *Board Policy DIAB (LOCAL)-FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION – OTHER PROTECTED CHARACTERISTICS*. For more information regarding the College’s prohibition of discrimination, harassment, and retaliation in the student context, please visit *Board Policy FFDA (LOCAL) – FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION – SEX AND SEXUAL VIOLENCE*, and *Board Policy FFDB (LOCAL) – FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION – OTHER PROTECTED CHARACTERISTICS*.

### TERM

The terms of this memorandum of understanding are subject to change pursuant to recently signed Texas legislation.

This MOU shall be in effect from August 24, 2023 to August 24, 2024, and posted during this term on the College’s and School District’s respective internet websites.

### MOU PURPOSE

The purpose of this MOU is to outline the roles and responsibilities of the College and the school districts that participate in the Dual Credit Programs. This MOU is the agreement that encompasses all programs and initiatives under the Dual Credit Programs as required by the Texas Higher Education Coordinating Board (THECB). An additional MOU is required by the Texas Education Agency for Early College High Schools, T-STEM and P-TECH schools.

## **CONFLICT RESOLUTION**

The Parties agree to a mutual understanding to resolve issues that may arise in the course of this partnership. In the event a conflict or disagreement should arise in the interpretation or implementation of the obligation, terms, and responsibilities of the Parties to this agreement, each Party shall designate administrative liaisons for purpose of resolving concerns at both the campus (liaison must be Principal or other designated campus administrator) and central administrative level. In order to be collaborative, the College must be able to communicate with administrators on campuses in which dual credit students/programs are present. If resolution is not found through those levels, a request may be made that the matter be handled through the Parties' respective legal counsel.

## **OVERVIEW**

The College is committed to serving the students and communities of Rural South Texas through collaborative work with our ISD partners. A major initiative promoting a college-going and college graduation culture is the **Coastal Bend College Dual Credit Program**, which complies with the rules set forth by the State of Texas (TAC Title:19 Chapter 4, Subchapter D, Rule § 4.84) for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students; therefore,

TAC §4.84 and §9.144, require that any dual credit partnership between a secondary school and a public college include a written agreement approved by the governing boards or designated authorities of both institutions which must be posted each year to their respective websites. All dual credit agreements must address the following elements:

- (1) Alignment with statewide goals
- (2) Course Eligibility
- (3) Student Eligibility
- (4) Class Location, Facilities, and Student Composition
- (5) Faculty Selection, Supervision, and Evaluation
- (6) Academic Policies
- (7) Student Support Services
- (8) Course Sequence and Equivalency Crosswalk
- (9) Transcription of Credit
- (10) Funding and costs

## **DUAL-CREDIT DEFINED**

The Texas Higher Education Coordinating Board (THECB) defines dual credit as a system in which an eligible high school student successfully completes a college course(s) that is paired to a high school course required for graduation and receives credit for the course on both the college and the high school transcripts; Texas Education Code (TEC) §28.009, Texas Administrative Code (TAC), Title 19, Chapter 9, Subchapter A, Rule § 9.1 . Dual credit courses may be taught on the high school campus by an approved instructor, on the college campus, or in a virtual environment.

## **ALIGNMENT WITH STATEWIDE GOALS**

House Bill 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2), requires the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs in Texas.

These goals provide guidance to institutions of higher education (IHEs) and independent school districts (ISDs) on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and the development of an effective bridge between secondary and postsecondary education.

All dual credit programs are required to establish an Institutional Agreement, Per the TAC, Title 19, Chapter 4, Subchapter D, to include a memorandum of understanding (MOU), between the IHE and ISD that details the terms of the partnership. HB 1638 requires that on or after September 1, 2018, any new, revised, or renewed dual credit MOU or articulation agreement must include the following:

**Goal 1:** The School District and College will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies. Implementation:

Documentation summarizing collaboration and outreach efforts of the School District and College will be readily available and posted, such as to host informational sessions for students and parents on dual credit opportunities, benefits and cost. The School District and College dual credit webpages will reflect the most current dual credit program information including enrollment and fee policies. The College will host dual credit 101 sessions for high school counselors.

**Goal 2:** Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education, by analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population. Student enrollment in postsecondary after high school, time to degree completion and semester credit hours to degree are examples of items included in that analysis.

**Goal 3:** All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion by analysis of measures in enrollment and degree completion, disaggregated by student sub-population. Student enrollment in postsecondary after high school and time to degree completion, decrease in excess number of semester hours beyond required hours to degree completion are examples of items included in that analysis.

**Goal 4:** The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses. Analysis of performance in subsequent course work will be the metric used to achieve this goal.

### **COURSE ELIGIBILITY**

**A college course offered for dual credit must be: Paired to a high school course required for graduation; in the core curriculum of Coastal Bend College; or a career and technical education course; or a foreign language course, per TAC Title 19, Chapter 4, Subchapter D, 4.85.**

Academic courses offered by the College for dual credit are developed based on the guidelines published in the Academic Course Guide Manual. Workforce courses are developed based on the guidelines published in the Workforce Education Course Manual. The College does not offer remedial, kinesiology, or developmental courses for dual credit. **Courses offered for dual credit by public institutions of higher education must be contained in the core curriculum of the institution providing the credit, career and technical education courses, or foreign language courses (TAC §4.85). Dual credit courses that are completed as part of an approved early college education program under TEC 29.908 or as part of an early college program defined in TAC §4.83, must be identified as college-**

level academic courses in the current edition of the THECB's Lower Division Academic Course Guide Manual (ACGM), as college-level technical education courses in the current edition of the board's Workforce Education Course Manual (WECM), or in a university's approved undergraduate core courses. Public colleges may not offer remedial or developmental courses for dual credit.

<b>Types of Dual Credit Courses</b>	
<b>Core Academic Courses</b>	Core academic courses are general education courses required for any student who plans to pursue a traditional associate or baccalaureate degree in Texas. Dual Credit core academic credits earned at public institutions of higher education are transferable to Texas public colleges and universities and may be applicable to a student's Associate of Arts (AA) or Associate of Science (AS), and baccalaureate degrees.
<b>Career &amp; Technical Education Courses</b>	Career and technical education courses award credit that applies toward a certificate and/or Associate of Applied Science (AAS) degree program and are intended to prepare students for immediate employment in a specific occupation. Students who successfully complete these courses will graduate high school with career and technical knowledge and skills and potentially an industry certification approving them for employment in their career of choice. In limited circumstances, some of these courses will also transfer toward four year degrees. These courses must meet TSI requirements unless the courses lead to a Level 1 certificate
<b>Foreign Language</b>	Foreign language course credits earned at public institutions of higher education are transferable to Texas public colleges and universities and may be applicable to a student's Associate of Arts (AA) or Associate of Science (AS), and baccalaureate degrees.

**STUDENT ELIGIBILITY AND COURSE LOAD**

***Student Eligibility***

The College requires the School District to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College's *Dual Credit Programs Webpage*. An electronic copy of this information may be accessed on the Dual Credit Programs webpage.

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's Board Policy (FB Local). The School District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success and will comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs webpage.

High school students are eligible to participate in the Dual Credit Programs upon demonstrating college readiness by meeting the Texas Success Initiative (TSI) Assessment minimum passing scores established by the THECB and or exemption and the College dual credit course pre-requisites as published in the College's testing webpage prior to enrollment in a dual credit course. An electronic copy of this information may be accessed on the Dual Credit Programs webpage.

Dual credit students must comply with the College's Academic Progress Standards as outlined in the the College's Catalog and Student Handbook. Federal Financial Aid SAP requirements measure all students' GPA and progression regardless of whether or not they receive aid and these requirements are applicable to dual credit students who are still in high school.

### **Course Load**

It is recommended that dual credit students not enroll in college-level courses until the Spring semester of their 9<sup>th</sup> grade, and then be limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. Exceptions to the 9<sup>th</sup> grade course load allowance may be granted to Early College High Schools taking bridge program classes during the summer prior to their 9<sup>th</sup> grade year in high school. All 10<sup>th</sup> grade students should be limited to only two (2) dual credit courses per Fall and Spring semester. All 11<sup>th</sup> and 12<sup>th</sup> grade students should not exceed four (4) dual credit courses per Fall and Spring semesters. Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students who declare a major leading to Career Technical Education (CTE) certificate or Associate degree, may also enroll in academic dual credit courses, limited to English 1301, Mathematics/Natural Science Electives, Humanities Electives, Social and Behavioral Electives, and other Associate of Applied Science (AAS) Electives needed to complete their Certificate and/or AAS degree, while not exceeding the limitation on dual credit courses per semester described below.

Students may attempt a maximum of 65 credit hours, with the exception of students pursuing the Associate of Applied Science in Dental Hygiene. The Dual Credit Programs is subject to all applicable College policies and procedures.

## **CLASS LOCATION, FACILITIES, AND STUDENT COMPOSITION**

### **Teaching Environment**

Per TAC Title 19, Chapter 4, Subchapter D, Rule § 4.85(c) (Location of Class), dual credit courses taught on the high school campus and for those courses taught electronically, the College *shall* comply with applicable rules and procedures for offering courses at a distance in Subchapters P and Q of this chapter (relating to Approval of Distance Education Courses and Programs for Public Institutions and

Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the THECB's adopted Principles of Good Practices for Courses offered Electronically.

The School District will ensure that the classroom environment is conducive to college-level learning by:

- Designating a classroom for the dual credit classes;
- Displaying the signs provided by the College outside of the classroom that indicate "College Course is in Session";
- Assuring no interruptions take place in the College dual credit class while in session, such as removing students for high school activities, or making announcements except for official business or emergencies. Interruptions for official announcements must be minimized; and
- Accepting the faculty member's attendance requirements as stated in the course syllabus and as supported by Board Policy (FC Local).

### **Facilities**

The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of class including the following:

- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District shall permit access to the College's electronic learning resources when the course is taught at the School District; and
- School District offering science and CTE courses shall meet the laboratory safety standards and have material/equipment required for College courses available in all labs in which classes are being taught to comply with the College science and CTE program requirements.

### **Student Composition of Class**

As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the school district may not enroll both dual credit and non-dual credit students in the same section unless creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

- #1. The course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course.
- #2. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
- #3. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

## **FACULTY SELECTION, SUPERVISION, AND EVALUATION**

### **Faculty Qualification, Selection, Supervision, and Evaluation**

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called “Dual Credit Faculty”) to teach dual credit course(s). The selected instructor must meet the same standards (including minimal requirements of the SACSCOC) and approval procedures used by the College to select faculty responsible for teaching the same courses at the main campus of the College Per TAC Title 19, Chapter 4, Subchapter D, Rule § 4.85(e). Each approved Dual Credit Faculty will be supervised by the College’s respective Dean or designee and be evaluated and monitored to ensure quality of instruction and compliance with the College’s policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), attached hereto as Attachment A, and hereby incorporated by reference.

The School District will collaborate with the College to ensure that the School District instructor applying to teach in the Dual Credit Programs meets the credential requirements as stated in the SACSCOC Faculty Credential Guidelines and Standards, which includes the criteria used by the College to determine teaching eligibility.

The College will ensure that College Faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks in accordance with the School District’s applicable policies and state law, including Texas Education Code Section 22.0834.

School District Faculty must be approved as Dual Credit Faculty through the college’s credentialing process and cleared by the College’s Office of Human Resources to teach any dual credit courses.

**Dual Credit Faculty will submit all required reporting documents such as rosters, Student Learning Outcome results (both PSLOs and SLOs), syllabi/section outlines, and grades by the deadlines set by the College.**

College and Dual Credit Faculty teaching dual credit courses must check their class rosters during the first week of classes by accessing Self-Service through Cougar Den to make sure that all students attending the class are enrolled in the dual credit course. Refer students not on the roster to the appropriate School District counselor and the Dual Credit Department. Any student not listed on the roster by the **Census Day** will not be enrolled in the dual credit course. On census day a list of all students that are on the official roster but have never attended class must be provided to the instructor’s division coordinator.

New Dual Credit Faculty approved for the upcoming Academic Year must satisfactorily complete trainings provided by the College’s Human Resources Department and Information Technology Department during the summer prior to, or the Fall semester of, their first academic year. Dual Credit Faculty not completing these trainings will not be allowed to continue teaching the following academic year. This professional development focuses on relevant College policies and procedures, resources, faculty responsibilities, and maintaining a college environment in the classroom.

The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College.

The division coordinators will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate his/her teaching responsibilities at the high school in order to attend required department meetings.

College Faculty and Dual Credit Faculty teaching college-level courses are expected to reach out to students who need academic assistance and direct them to the appropriate College or School District support services.

The School District will forward any concerns regarding Dual Credit Faculty or College Faculty teaching the college-level course to the College Department Coordinator for investigation. To resolve the concerns, a meeting shall take place between the College Department Coordinator (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.

The faculty assigned to teach a dual credit course is charged with the duties and responsibilities of the instructor of record. In cases where the course is a Distance Learning course taught at the partner school, the instructor of record, not an assistant, is the one responsible for delivery of instruction and evaluation of student progress. Online students shall be informed that they are able to access the online course at any time, not only during a designated time at the high school.

Even though some Dual Credit Faculty members are full-time employees of the School District wherein they teach the college course(s), they are expected to follow all the College's policies as applicable during the instructional time designated for dual credit courses. The College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the College Per Rule § 4.85(e)(2).. They must fulfill their responsibilities as Dual Credit Faculty while acting in accordance with the expectations, policies, and responsibilities required by their School District and Principal.

### **ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES**

Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through the College's Cougar Den for all dual credit students. The College shall ensure that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation Per Rule § 4.85(f) (Course Curriculum, Instruction and Grading)..

#### **College-Level Course Work**

The rigor of college-level course work can often require additional time outside of class for students to meet course learning objectives and outcomes; therefore, Dual Credit Faculty should not be coerced to decrease the amount of out-of-class work assigned to students. At no time will the rigor of the course be reduced or compromised.

#### **Contact Hours Pertaining to Dual Credit Students**

Just as Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. In accordance with the College Board Policy (FC Local). The student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence, and make-up work for class absences will be permitted only as specified by the faculty in the course syllabus.

Dual Credit Faculty must not be coerced to take unreasonable measures to help a student who, in the estimation of the Faculty member, is failing the course due to a lack of effort and/or excessive student absences.

#### **Location, Facilities, Teaching Environment, and College Courses**



Dual credit courses are taught at approved high school sites in accordance with SACSCOS standards, delivered virtually, and offered at the College's locations. The School District will ensure that all dual credit courses taught by Dual Credit Faculty at the partnering ISD are conducted through face-to-face instruction, except when a State of Emergency is activated and it is deemed necessary for the ISD Dual Credit Faculty to conduct online instruction to adhere to the College's Instructional Contingency Plan, using the College's Learning Management System.

### **Scheduling Dual Credit Classes at a Partnering High School**

The scheduling of all dual credit classes to be taught at a partnering high school must involve the Division Coordinator that oversees the discipline being taught. Scheduling is coordinated through the Director of Dual Credit. Multiple sections of a course will only be offered if there is adequate enrollment to support it. If multiple sections are requested, each additional section will only be added once the previously created section has reached capacity. The class capacity will be set by the Division Coordinator and will be based on the College's standards and the requested input of the ISD partner.

### **Minimum Class Size**

All dual credit courses must have a minimum enrollment of 6 students.

### **Course Standardization / the College's Learning Management System**

All the College's instructors are required to use the instructional systems, video conferencing applications, and software endorsed by the college. All dual credit courses must use the College's approved Learning Management System. Every course of the College is provided with a Blackboard shell. The College's approved course syllabus defining the course content and instructional sequence must be followed and be clearly posted in the Blackboard shell. Course content is standardized to ensure equal rigor across all sections and modalities. Content standardization supports equitable assessment of PSLOs and GECs across multiple sections. It is a mandatory requirement that all instructors utilize their course shell and warehouse all grades and assignments within their course shell. The course gradebook must also be maintained within the Blackboard shell, contain all grades issued, and be kept current.

### **Academic Instructional Calendar**

Dual credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the School District. When the requested exception involves the Final Exam Schedule for long semester classes, the Division Dean should be involved in any decision. The College requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams.

### **Monitoring and Evaluation of Instruction**

The School District will work with the College to provide College personnel access to high school instructional sites for the purpose of monitoring the quality of instruction in compliance with the College course syllabus and the standards established by the State of Texas, SACSCOC, and the School District. The College's personnel will evaluate all dual-credit faculty.

### **Books and Supplemental Materials**

The School District will provide textbooks (including e-books) for each registered student, equipment, and supplemental materials required for the cohort classes. College-approved textbooks purchased by the

School District as required for a college course are allowed to be used for three (3) years. Department coordinators may request a change of textbooks earlier than three (3) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first class day.

**Inclusive Access:** On April 21, 2020 Coastal Bend College approved a fee, up to \$150, will be assessed at the time of tuition payment for those students who choose to purchase e-books and other digital material. The actual fee will depend upon the course(s) a student takes but will never exceed \$150 per course.

Inclusive access allows for the student to have the e-book on day one of class at a significantly lower cost. If a student does not wish to purchase their course textbook material through open access they have the option to opt-out. Exceptions must be discussed with the Division Dean and Department Coordinator.

### **Grading Procedures**

All Dual Credit Faculty will follow the College Grading System as stated in the College's Board Policy EGA (LOCAL) ACADEMIC ACHIEVEMENT: GRADING AND CREDIT, as well as the grading criteria in the department approved syllabus. All Dual Credit faculty are required to maintain a comprehensive Grade Book within their Blackboard course shell. This Grade Book must provide the student with a real-time grade and auto-update whenever a new grade is entered into the system. All assignments must be accounted for in the course shell.

### **Issuing of College Grade**

Dual Credit Faculty shall not inflate the college letter grade, it should not differ from the high school numeric grade.

### **Submission of College Grade**

The primary responsibility for assigning College grades in a course belongs to the faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. College and School District officials will not interfere with the faculty member's responsibility for assigning College grades. The final course grade for the College will be a letter grade and for the high school a numeric grade that might differ from the College grade. **Grades must be submitted by the College's deadline for any given semester for any course taught at the College.**

## **FACULTY PRIMARY RESPONSIBILITIES**

### **Establishment and Availability of the Course Blackboard Shell**

Every course of the College is housed within a Blackboard shell. At a minimum, this shell must contain the faculty member's contact information, course syllabus, course content outline and instructional sequence, and gradebook. All student grades must be warehoused in the Grade Center within Blackboard.

### **Certification of Class Rosters**

Course rosters in Blackboard must be compared with the rosters in Cougar Den self-service and all rosters certified by sending a signed copy of each course roster to the respective division coordinator. ***Students not on the official roster must be notified that they are not enrolled in the course and are not allowed to***

*attend the class.* Students that are on the roster but have never attended must be dropped for non-attendance.

#### **Submission of Mid-term and Final Grades**

Mid-term and Final grades must be pushed and extracted on the date established by the College Registrar. Late grade submissions create significant administrative problems and will result in the issuance of a disciplinary notice and may result in non-renewal of the faculty member's contract

#### **Assessment of PSLOs and GECs and Submission of Assessment Data**

All the College's faculty members must participate in the assessment of Programs Student Learning Outcomes (PSLOs) and General Education Competencies (GECs) as directed by the lead faculty member that oversees each specific discipline. Assessments must be given as presented by the lead faculty member, data must be collected and provided to the lead faculty members as requested, and Action Plans for Improvement must be implemented. This is a core accreditation requirement and is mandatory for all faculty. Failure to comply with this requirement will result in the issuance of a disciplinary notice and may result in non-renewal of the faculty member's contract.

### **STUDENT SUPPORT SERVICES**

Dual Credit students are eligible to utilize the same or comparable support services afforded to all College students on the main campus, including services (e.g., academic advising and counseling), learning materials, and other benefits, Per Rule § 4.85(g)(2).

#### **Collaboration and Outreach Efforts**

The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program the College's dual credit website.

#### **Advising**

The College and the School District shall offer college advising services for dual credit students consisting of a general first-time dual credit student advising, group enrollment advising using Student Self-Service, face-to-face advising, and a College Advising Training Program for High School District Counselors.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

#### **Pathways Alignment**

The College shall provide a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

#### **Student Accommodations**

The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008.

The School District will provide classroom accommodations for dual credit students. If the class is taught by a College Faculty at the high school, the College Counselor will coordinate class accommodations with the high school Special Education Counselor.

### **Student Complaints**

Grievance or Complaint procedures for handling student complaints, regarding college courses, are applicable to all students including those enrolled in dual credit courses. Dual credit students with complaints shall follow the procedures as stated in the College's Board Policy FLD(LOCAL), *Student Rights and Responsibilities: Student Complaints*, Board Policy FFDA(LOCAL) *Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*, and Board Policy FFDB(LOCAL) *Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics*. A student may report a grievance or complaint to the College's Student Services Office.

Further, School District agrees to report to the College's Title IX/ADA Coordinator, within 2 business days, any allegation of discrimination or harassment involving a College employee or dual credit student(s), regardless of where the alleged conduct occurred. The report contemplated in this paragraph may be submitted to the following designated individuals:

- Dixie Prissy Lytle,  
Director of Human Resources  
(361)354-2211  
payroll@coastalbend.edu
- Kayla Devora Jones, ADA/Section 504 Coordinator  
Dean of Student Services and Accessibility  
(361) 354-2532  
kdjones@coastalbend.edu

### **Grade Appeal**

The School District will direct students to follow the College's Grade Appeal process. An electronic copy of these documents may be accessed in the College Catalog.

### **Student Conduct**

All students, including dual credit students, are subject to discipline and appropriate sanctions, ranging from verbal or written warning to suspension and expulsion from the College and all related programming, under the College's Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of the College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and a list of individual rights for each student, are listed in Board Policy FLB(LOCAL), *Student Rights and Responsibilities: Student Conduct*. Dual credit students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District. Further, the College reserves the right to refer cases to Student Services for review and threat assessment.

### **Commencement Ceremonies**

To become eligible to participate in the College Commencement Ceremonies dual credit students must be enrolled in all final coursework for their declared program and all coursework must be completed at the end of the semester of graduation. Dual Credit students who are eligible to participate cannot defer participation to a later Commencement Ceremony date. The College Registrar is the Graduation Determination Official and has the final authority to determine dual credit eligibility for graduation and ceremony participation. Dual credit students must meet all graduation requirements as outlined in College Policy to be eligible for graduation and participation in the Commencement Ceremonies.

**COURSE SEQUENCE AND EQUIVALENCY CROSSWALK**

The College will establish, or provide a procedure for establishing, the course credits that may be earned under this MOU, including developing a course equivalency crosswalk or other method of equating high school courses with College courses and identifying the number of credits that may be earned for each course completed through the Dual Credit program, Per Rule § 4.84(c)(5).

<b><u>MATHEMATICS REQUIREMENT 3 CREDIT HOURS</u></b>				
<b><u>Math 1314</u></b> <b><u>College Algebra</u></b>	<b><u>03102500</u></b>	<b><u>Independent Study</u></b> <b><u>in Math I</u></b>	<b><u>.5 CREDIT</u></b>	<b><u>11<sup>th</sup> Grade/Fall</u></b>
<b><u>MATH 2412</u></b> <b><u>Pre-Calculus</u></b>	<b><u>03101100</u></b>	<b><u>Pre-Calculus</u></b>	<b><u>.5 CREDIT</u></b>	<b><u>11<sup>th</sup> Grade/ Spring</u></b>

**TRANSCRIPTING OF CREDIT**

The College and the School District will transcript dual credit courses for both college credit and high school credit immediately upon student completion of the performance required in each course.

**FUNDING AND COSTS**

**Faculty Stipend**

School District instructors approved by the College to be Dual Credit Faculty and approved to teach college-level courses will be paid a stipend by the College per class, per semester, as outlined by the College. This stipend is pro-rated if the class enrollment is below 15.

**Tuition & Fees**

All Dual-Credit fees are approved by the College’s Board of Trustees and are published in the annual catalog.

**Invoicing**

The College will invoice the School District that sponsors the student for the applicable charges, in accordance with the *Board Approved Tuition & Fees for Dual Credit Students Sponsored by Partnering School Districts for FY 2023-2024 and/or Board Approved Tuition & Fees for Dual Credit Students Sponsored by Partnering School Districts for FY 2023-2024*, as approved by the College Board of Trustees (see Exhibit A&B). Non-sponsored, self-pay students will be billed directly by the College.

**Faculty Charges**

When the College provides the faculty to teach at the partnering School District, including via interactive distance learning, the School District is responsible for the mileage.

### **RECOGNITION OF HIGHER EDUCATION PARTNER**

The School District, when reporting and publicizing high school *students' completion* of dual credit courses, degrees, or certificates, will recognize all Higher Education partners, including Coastal Bend College. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize Coastal Bend College as their Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements regarding the Dual Credit Programs:

"[ISD name] collaborates with Coastal Bend College, our Higher Education partner, to offer college credit hours, college certificates and degrees, while saving families hundreds of thousands of dollars in tuition and fees."

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's Branding, Marketing, and Advertising Guidelines for Coastal Bend College. Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

### **UNDERSTANDING OF THE PARTIES**

- a. Nothing in this Agreement is to be construed as transferring responsibility from one party to another.
- b. Without limitation of any provision set forth in the Agreement, the Parties expressly agree to abide by all applicable federal and state equal employment opportunity statutes, rules, and regulations.
- c. Subject to the applicable laws and to the regulations of respective organizations, information, data and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other party, subject to the Data-Sharing and Privacy provisions, FERPA, and any other applicable state or federal privacy law that governs student privacy rights, or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.
- d. Both parties understand the safety and security risks inherent with minors and agree that certain risk may be unforeseeable. Further, the parties agree that the public safety departments from both the College and ISD will collaborate to develop and/or review safety and security standards and/or guidelines, including emergency response, within thirty (30) days of both parties executing the Agreements.
- e. In accordance with the Family Educational Rights and Privacy Act (FERPA), the College and ISD will protect ISD students' privacy and guard against the unauthorized release of identifying student information and records, and comply with all applicable requirements of FERPA.
- f. The parties agree that this agreement will be construed by the laws of the State of Texas, exclusive of its conflict of laws provision.
- g. No assignment of this agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party.

### **NO PERSONAL LIABILITY**

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, trustee, director, employee or agent of the College or ISD, and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, trustee, director, employee or agent of the College or ISD. The parties shall be responsible for their own acts of

negligence.

These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses applicable by law, including, but not limited to, governmental immunity.

### **CLERY ACT OBLIGATION**

If the College is using space on an ISD campus or facility in manner that gives the College control over the space, including the assignment of an employee of the College as an administrator, ISD's law enforcement agency will respond in a timely manner to any requests made by the College for statistical information of crimes that have been reports at that location so that the College may fulfill its obligations under the Clery Act (20 U.S.C. § 1092(f)) and its regulations.

### **FERPA COMPLIANCE & DISCLOSURE OF EDUCATIONAL RECORDS**

The Family Educational Rights and Privacy Act (FERPA) allows protected student data to be exchanged between the College and School District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. Students participating in a dual credit program described herein are enrolled in a post-secondary institution and are thus afforded rights under FERPA as post-secondary students. This means a high school student who is enrolled at the College for purposes of participating in one of these programs, regardless of age, is given the right of privacy in their education records. The College will not disclose information protected under FERPA, even to a student's parent, unless the dual credit student consents to the release in writing, or the parent provides proof of dependency in accordance with 34 C.F.R. § 99.31(a)(8).

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide required data in a timely manner to our partners with a signed MOU.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the District without prior authorization from the College.

The School District may request data outside of the scheduled report distribution schedule provided:

- An MOU has been executed and is active between the School District and the College
- The data request is submitted, at minimum, seven (7) business days prior to the requested delivery date

**PLEASE NOTE:** Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.

The School District may submit an e-mail request for reports to the Coastal Bend College Institutional Effectiveness Office.

### **HUMAN RESOURCES DEPARTMENT, DATA PRIVACY & SHARING AGREEMENT**

The School District will collaborate with the College to ensure that all School District faculty applying to teach in the Dual Credit Programs meet the credential requirements as stated in the Southern Association \_\_\_\_\_

of Colleges and Schools Commission on Colleges: Faculty Credential Guidelines, and submit all required documents for the hiring process to the Human Resources Department as well as agree to full information sharing, for purposes of this MOU, regarding any teacher or instructor of a course in the Dual Credit program, or proposed teacher or instructor of a course in a Dual Credit program, including, but not limited to, information regarding a teacher or instructor's qualifications or certifications, or information in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

Any non-academic incidents or complaints against Dual Credit Faculty teaching a College course are required to be reported to the College's Office of Human Resources to the attention of the Director for investigation.

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) regulations as stated in the College's Board Policy (FFDA) LOCAL *Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*, and the School District Title IX policy in resolving incidents and complaints.

**Title IX Statement:**

Title IX of the Education Amendments of 1972 (20 U.S.C. s1681 et seq) and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the Title IX Coordinator and other Title IX personnel for the College are located on the college website at <http://coastalbend.edu/titleix/>.

The College and School District will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.

**AMENDMENT**

This MOU may only be amended by mutual written agreement of both parties.

**NOTIFICATION OF NON—COMPLIANCE AND TERMINATION OF AGREEMENT**

The College and the School District reserve the right to terminate this MOU, by notice from either party in accordance with this MOU or by operation of law. The College or the School District may terminate the MOU no fewer than ninety (90) days prior to the intended date of termination. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this MOU. Notwithstanding the foregoing, if this MOU is terminated in the middle of a semester, any students enrolled in College courses under this MOU will be allowed to finish the semester and receive appropriate credit for that semester's courses unless the student is removed for disciplinary reasons.

Failure to act in accordance with any provision in this MOU will result in a Notification of Non-Compliance (Notice), which may be initiated by either party. The Notice shall be in writing and shall state in particular, the alleged non-compliance. The Notice will be provided to the College President and School District Superintendent for review and action. Failure to correct non-compliance may result in termination of this agreement.



Notices given by either party to the other must be in writing and may be sent by personal delivery or by mail, registered or certified postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated at the time of actual mailing of properly addressed Notice. Mailed notices shall be addressed to the addressees of the parties as they appear in this MOU.

Coastal Bend College  
Ms. Susie Gaitan  
Director of Dual Credit  
3800 Charco Road  
Beeville, Texas 78102

If to School District:  
School District  
Name/Title  
Address

#### **SEVERABILITY**

If any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this MOU shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this MOU are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality, invalidity, or unconstitutionality if such may be reasonably accomplished.

#### **WAIVER**

No covenant or condition of the MOU may be waived except by written consent of the waiving Party. No waiver of any term, provision, or condition of this MOU on any one occasion shall be deemed to be a bar to, or waiver of, the same or of any other right on any future occasion. Forbearance or indulgence by one Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other Party.

#### **COUNTERPARTS**

This MOU may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals.

#### **COMPLETE AGREEMENT**

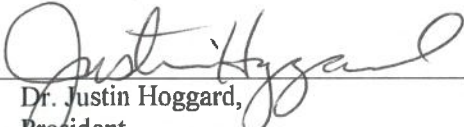
This agreement, together with any attachments and appendices as may be referenced herein, contains the full understanding of the parties with respect to the agreed upon services, obligations, and responsibilities and supersedes all existing agreements and all other oral, written, or other communications between the parties concerning the subject matter hereof.

#### **AUTHORITY**


The persons signing below on behalf of the School District and the College warrant that they have authority and have been duly authorized to execute this MOU.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTED IN TWO (2) Original counterparts on this 24 day of July 2023.

  
\_\_\_\_\_  
Dr. Justin Hoggard,  
President  
Coastal Bend College

8/1/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent  
McMullen  
County  
Independent  
School District

7/24/23  
\_\_\_\_\_  
Date

ATTACHMENT A



## FACULTY CREDENTIALS

- Guidelines -

Standard 6.2.a (*Faculty qualifications*) of the *Principles of Accreditation* reads as follows:

For each of its educational programs, the institution justifies and documents the qualifications of its faculty members.

When an institution defines faculty qualifications using faculty credentials, institutions should use the following as credential guidelines:

- a. Faculty teaching general education courses at the undergraduate level: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- b. Faculty teaching associate degree courses designed for transfer to a baccalaureate degree: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- c. Faculty teaching associate degree courses not designed for transfer to the baccalaureate degree: bachelor's degree in the teaching discipline, or associate's degree and demonstrated competencies in the teaching discipline.
- d. Faculty teaching baccalaureate courses: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (minimum of 18 graduate semester hours in the teaching discipline).
- e. Faculty teaching graduate and post-baccalaureate course work: earned doctorate/terminal degree in the teaching discipline or a related discipline.
- f. Graduate teaching assistants: master's in the teaching discipline or 18 graduate semester hours in the teaching discipline, direct supervision by a faculty member experienced in the teaching discipline, regular in-service training, and planned and periodic evaluations.

*Approved: College Delegate Assembly, December 2006 Updated for Revised Principles: April 2018*

