

Coastal Bend College Dual Credit Program

Memorandum of Understanding

COASTAL BEND COLLEGE (herein called the “College”) and San Marcos Consolidated Independent School District (herein called the “School District”), individually, the “Party”, and collectively, the “Parties”, enter into the following Memorandum of Understanding (MOU), for the Early College High School Program at San Marcos Consolidated Early College High School, 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***.

The above-referenced Board Policies of the College, and those referred to below and throughout this MOU, are available online on the college’s Board Policy Manual Website at the following link:

<https://pol.tasb.org/Home/Index/155>

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 Early College High School (ECHS) Dual Credit Program. 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).

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 MOU, 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. 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.

Types of Dual Credit Courses	
Core Academic Courses	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.

<p style="text-align: center;">Career & Technical Education Courses</p>	<p>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</p>
<p style="text-align: center;">Foreign Language</p>	<p>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.</p>

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 ECHS 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.

Early College 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 prerequisites 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 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

Early College High School students may enroll into a summer bridge program and classes during the summer prior to their 9th grade year in high school. It is recommended that all 9th grade students should be limited to only two (2) dual credit courses for each semester, of the 9th grade year. All 10th grade students should be limited to only two (2) dual credit courses per Fall and Spring semester. All 11th and 12th 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.

Early College High School students shall be limited to courses within their declared major and corresponding degree plan.

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 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 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 Southern Association of Colleges and Schools Commission on Colleges, (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 (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. Pursuant to Texas Education Code Section 22.0834, College will shall ensure that faculty assigned to dual sections offered on the high school campus complete a criminal background check and fingerprinting. College will initiate the fingerprinting process and provide School District with a list of names of faculty assigned to dual sections offered on the high school campus and their dates of birth.

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 Early College High School 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 Early College 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 of 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 College course is provided 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 Instructional Dean should be involved in any decision made. The College requires that the Instructional 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, to 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 inclusive access, they have the option to opt-out. Exceptions must be discussed with the Instructional Dean and Department Coordinator.

Pursuant to Texas Administrative Code Rule 4.84 (c) (9), the School District and College will consider the use of free or low-cost open educational resources in courses offered under the program.

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 determinative. 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 nonattendance.

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 Texas Administrative Code 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.

To adhere to the requirements set forth by HB1638, the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86th Texas Legislative Session, the College and the School District will provide academic advising as listed herein.

- a. The 86th Texas Legislative Session passed SB 1324, which states that a student shall file a degree plan with the College not later than:
 1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
 2. if the student begins the student's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the College.
- b. SB 1324 further states that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student's intended field of study or major at the four-year college or university.
- c. Through the School District's counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on the courses appropriate to the student's selected career pathway. Each Student will select a high school endorsement and higher education degree plan.
- d. The 86th Texas Legislative Session passed SB1276, which requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of high school endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the MOU that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- e. The School District counselor(s) or other School District designee will work with the College advising staff to review and register students into courses that may count toward the degree at the 4-year university of the student's choice or a degree or certificate from the College.

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 and Student Expectations, Rights and Responsibilities

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.

Dual credit students must also follow the School District’s Student Code of Conduct.

Unless a conflict arises between the obligations of the School District and the College under their respective policies and procedures, School District Staff and College staff will work together collaboratively to determine the appropriate party to initiate an investigation or resolution in response to alleged conduct violation(s).

Neither party is prohibited from utilizing its own complainant resolution process, separate and apart from the other party’s process, but both parties agree to cooperate with each other to provide the necessary information to fulfill each party’s obligations under its own specific policies and procedures.

The School District and the College agree to inform the other as soon as reasonably possible (within at least two business days) if a dual credit student is subject to disciplinary action that may affect his or her status as a dual credit student.

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).

**San Marcos ECHS
DUAL CREDIT COURSE AGREEMENT**

Associate of Arts/Science – General Studies Degree Plan			
Course Rubric/Title	PEIMS	HS Course	College Credits
Communications (Requirement= 6 Credit Hours)			
ENGL 1301 – Composition I	03220300 03220400	English III or IV	3
ENGL 1302 – Composition II	03220300 03220400	English III or IV	3
Mathematics (Requirement=3 Credit Hours)			
Math 1314 - College Algebra	03102500	Independent Study in Math	3

Math 1442 Elementary Statistical Methods	03102501	Independent Study in Math II or Math III	3
Life & Physical Sciences (Requirement=6 Credit Hours)			
GEOL1305- Environmental Science	03020000	Environmental Science I	3
BIOL 2306- Environmental Biology	03020000	Environmental Science	3
Language, Philosophy & Culture (Requirement=3 Credit Hours)			
SPECH 1315 Speech Communication	03241400	Communication Applications	3
SPAN 1411 Beginning Spanish I	03440200	Spanish II	3
SPAN 1412 Beginning Spanish II	03440200	Spanish II	3
ENGL 2322 British Literature	03220400	English IV	3
ENGL 2323 British Literature	03220400	English IV	3
Creative Arts (Requirement=3 Credit Hours)			
ARTS 1301 – Art Appreciation	03500110	Art	3
MUSI 1306 Music Appreciation	03155600	Music Appreciation	3
American History (Requirement=6 Credit Hours)			
HIST 1301- United States History I	03340100	US History	3
HIST 1302- United States History II	03340100	US History	3
Government/Political Science (Requirement=6 Credit Hours)			
GOVT 2305- Federal Government	03330100	US Government	3
GOVT 2306- Texas Government	03380001	Social Studies – Advanced Studies	3
Social & Behavioral Science (Requirement=3 Credit Hours)			
ECON 2301 Principles of Macroeconomics	03310300	Economics	3
Component Area Option (Requirement=6 Credit Hours)			
EDUC 1300- Learning Frameworks	03270100	College Readiness and Study Skills	3
BCIS 1305 Business Comp Applications	13011400	Business Information Mgmt. I	3
Electives (Requirement=15 Credit Hours)			
BIOL 1106 (Lab for BIOL 1306)	13037200	Scientific Research & Design I	1
BIOL 2101 (Lab from BIOL 2301)	13020600	Anatomy & Physiology	1
SOCI 1301 - Principles of Sociology	03370100	Sociology	3
MATH 2412 Pre-Calculus Math (or other DE MATH Elective)	03101100	Pre- Calculus	4
Student Choice Elective from Crosswalk			3
Student Choice Elective from Crosswalk			3

Degree Designation Course for the Awarding of an AA/AS Degree (3 credit hours)
Total Degree Requirements for AA/AS Degree = 60 Credit Hours (42 Core Credit Hours + 15 Elective Credit Hours + 3 Degree Designation Credit Hours)

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. Early College High School Districts will provide up to 60 hours of college credits, which is tuition-free to students who are enrolled at a high school.

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 MOU is to be construed as transferring responsibility from one party to another.
- b. Without limitation of any provision set forth in the MOU, 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 MOU may be released by any of the Parties with the consent of the other party, subject to applicable state or federal privacy law that governs student privacy rights, or as otherwise may be required by this MOU, 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 the School District 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 the School District's 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 MOU will be construed by the laws of the State of Texas, exclusive of its conflict of laws provision.
- g. No assignment of this MOU 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.
- h. The College and School District agree that in the event of any breach or compromise of the security, confidentiality, or integrity of shared data where personally identifiable information of a student or employee was, or is reasonably believed to have been acquired and/or accessed by an unauthorized person, the party's information system in which the breach occurs shall notify the other party of the breach within 24 hours and take immediate steps to mitigate steps to limit and mitigate the damage, if any, of such security breach to the greatest extent possible. Notice shall be provided to the individuals listed under the Notice provisions of this MOU.

NO PERSONAL LIABILITY

Nothing in this MOU may be construed as creating any personal liability on the part of any officer, trustee, director, employee or agent of the College or School District, and the parties expressly agree that the execution of this MOU does not create any personal liability on the part of any officer, trustee, director, employee or agent of the College or School District. 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 MOU. 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 School District 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, the School District'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).

For purposes of this MOU, pursuant to FERPA, the College and School District designate each other as school officials with legitimate education interests in the educational records of the participating high school students enrolled in the Dual Enrollment Program, to the extent that access to the records is required by either Party to carry out the functions of the program, enforce, or comply with discrimination laws, address student safety and discipline, or any matter where a student's participation in a course or program may be affected.

The parties agree to provide notice to students, parents, and employees of applicable policies and procedures related to disclosure of educational records to ensure compliance with FERPA.

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 its 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 MOU.

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 San Marcos Consolidated ISD
Name/Title Dr. Michael Cardona
Address 613 Mill St, San Marcos, TX 78666

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 MOU 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

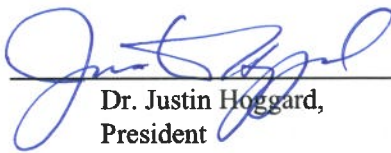
This MOU, together with any attachments and appendices as may be referenced herein, contains the full understanding of the parties with respect to the agreed upon services, obligations, and responsibilities and supersedes all existing agreements and all other oral, written, or other communications between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

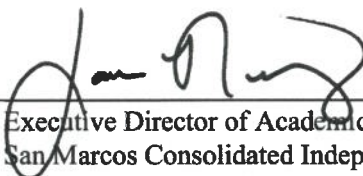
EXECUTED IN TWO (2) Original counterparts on this 2 day of August 2023.



Dr. Justin Hoggard,
President
Coastal Bend College

8/7/23

Date



Executive Director of Academic Services
San Marcos Consolidated Independent
School District

8/2/2023

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