

**Texas State Technical College
Memorandum of Understanding
Dual Enrollment**

Texas State Technical College, an institution of higher education and an agency of the State of Texas (which may hereinafter be referred to as the “COLLEGE”) and [**ISD, TEXAS HOME SCHOOL or PRIVATE/CHARTER SCHOOL ENTITY**] and listed schools (which may hereinafter be referred to as the “HIGH SCHOOL PARTNER”). College and High School Partner may individually be referred to as a “Party” or collectively as “Parties” to this Memorandum of Understanding (which may hereinafter be referred to as “MOU”).

High School Name	High School CEEB Code	Instructional Site	Physical Address (where instruction occurs)
Brady High School	440807	Online	

These above entities enter into the following Memorandum of Understanding (MOU) for the terms of which WITNESS THE FOLLOWING (TAC Title: 19 Chapter 4, Subchapter D, Rule § 4.84 Section (a)):

OVERVIEW

The College is committed to serving the students and communities of Texas through collaborative work with High School Partners. A major initiative promoting technical education and careers is the **Texas State Technical College Dual Enrollment Program**, which includes the provision of the Dual Credit state program to qualified students; therefore,

MOU PURPOSE

In order to prepare students for educational and career success, the purpose and mission of the College is to provide a comprehensive, structured approach (at a four-course minimum) leading to a

postsecondary award (Level One Certificate, Level Two Certificate, or Associate of Applied Science Degree) at Texas State Technical College. This design allows students the opportunity to obtain developmentally appropriate CTE (Career Technical Education) courses with multiple entrance and exit points, or potentially preparing them to test for Industry-Based Certifications. The High School Partner agrees to drive TSTC Dual Enrollment students to complete their postsecondary program at the College campus after high school graduation, thereby promoting a seamless transition for dual enrollment participants to earn a college award in a high-demand, high-wage field of study.

KEY COMPONENTS OF CONTRACT

Upon activation of this contract, the **College** agrees to:

1. Provide the High School Partner with opportunities to further their students' knowledge of high school graduation requirements, post-secondary terms, admission requirements, offerings, financial aid processes, etc. in an effort to help establish college readiness through a four-year, content-based curriculum, series of presentations called **College Prep Academy**. The incorporation of this college prep program serves not only to support the well-rounded education of high school students, parents and educators, but **primarily** the goal is to increase TSTC dual credit enrollment, streamline the College's matriculation efforts, and increase the overall number of TSTC student enrollment.
2. In addition, the College will provide the High School Partner with unlimited access to TSTC recruitment presentations, consultations and informational meetings for all students at partnering high school locations, throughout the school year, for the purpose of matriculation into the College.

Upon activation of this contract, the **High School Partner** agrees to:

1. Allow the College to present the aforementioned **College Prep Academy** to their student body (grades 9-12) throughout the academic year on a scheduled, regular basis (fall and spring) for class.
2. Hold a standing invitation to College for all college and career related events.
3. Welcome TSTC representation to a minimum of two PTA or school board meetings per academic year for presentation and college question consultation.
4. A minimum of two presentations (one per semester) to all district juniors and seniors, hosted by the College's recruitment team, at high school location.

ACADEMIC POLICIES & PROCEDURES

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses. Academic policies can be found in the [TSTC Statewide Operating Standards](#)

(SOS) and TSTC Catalog and Student Handbook which are published and available on the College website at www.tstc.edu.

METHOD OF DELIVERY & LOCATION OF CLASS

Courses may be delivered utilizing the method mutually determined by the College and the High School Partner:

(1) delivered at the High School Partner's campus utilizing a certified high school teacher credentialed and employed as a College Dual Enrollment Adjunct Instructor meeting the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria; (2) delivered at the High School Partner's campus utilizing a College Instructor; (3) delivered on the College's campus utilizing College Instructors; (4) delivered online utilizing a College Instructor; (5) delivered online utilizing a College Dual Enrollment Adjunct Instructor; (6) delivered on the College's campus using a High School Partner's certified high school teacher credentialed and employed as a College Dual Enrollment Adjunct Instructor meeting the SACSCOC criteria.

Dual enrollment classes not taught on a College campus or during regular class hours may include but are not limited to:

- Online Learning courses: dual enrollment students participating in classes delivered online by the college are not required to be present on-site to access such instruction. Online classes are accessible at anytime from anywhere a student has a computer and internet access.
- Special technical programs approved to run outside the designated block time
- Courses taught at high school, face-to-face.

ELIGIBLE COURSES

Courses offered by the College are developed based on the guidelines published in the Academic Course Guide Manual (ACGM) or the Workforce Education Course Manual (WECM) adopted by the Texas Higher Education Coordinating Board (THECB) and must be in the approved course inventory of the College and approved for dual credit by the applicable instructional department and College Dual Enrollment Office. Remedial or continuing education courses will not be offered for dual credit. The College technical dual enrollment pathway courses are designed for students to matriculate to the College upon high school graduation for program completion. The College's courses may also transfer to other institutions.

- a)* The number of courses in a dual credit technical program pathway offered at a High School Partner off-site location/campus will be monitored and approved on a term by term basis by the College Dual Enrollment Office. The College must seek approval from SACSCOC to offer 50% or more credits toward an award at an off-site location before implementation, including but not limited to Early College High School and Dual Enrollment programs offered at a high school in compliance with the TSTC SOS GA.1.23 Substantive Change. ***(Substantive Change for SACSCOC Accredited Institutions, Policy Statement)***.

- High School Partners wishing to add new dual credit technical program pathways to an existing pathway approval form must submit their request in writing to the Dual Enrollment Office no later than May 31, 2019, for Academic Year 2019-2020 implementation.

FACULTY QUALIFICATION, SELECTION, HIRING, SUPERVISION, AND EVALUATION

The College has established an approval process for selecting and/or approving qualified faculty to teach dual credit courses. Faculty applying to teach in the Dual Enrollment Program must meet the credential requirements as stated in the College's ***Statewide Operating Standard ES.1.11, Faculty Credentials*** (<http://www.tstc.edu/governance/es>), which includes the criteria used by the College to determine teaching eligibility. Applicants are required to submit all required documents for the hiring process (including a **completed employment application, curriculum vitae (CV) or resume and transcript copies**) to the Human Resources Department.

The College will ensure that College Faculty requested to teach dual credit courses at the High School Partner sites have met acceptable national criminal background checks, including fingerprinting.

Each approved Dual Enrollment Adjunct Instructor member will be supervised by the College's respective Department Chair, or designee, and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures, in accordance to the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

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

Employment with TSTC is contingent upon the following:

- The College complies with the Immigration Reform and Control Act; all positions are contingent upon proof of eligibility to accept employment in the United States. Documentation of eligibility must be provided within 72 hours.
- Satisfactory evaluation of references and required criminal background checks.
- Satisfactory results of pre-employment medical exam. (Drug screen only)
- Continued employment is contingent on the required approval, the availability of funding, satisfactory performance assessment, and a continued need for the position in the department.
- Employee is held responsible for ensuring that the official transcripts are received by the College no later than your 60th day of employment. Failure to do so will result in termination of employment.

College Dual Enrollment Adjunct instructors will receive stipend pay to be paid out monthly over the

duration of the courses offered and instructed according to course start and end dates. The 2019-2020 stipend guideline:

Dual Enrollment Adjunct Stipend	\$750 1-2 courses	\$1,250 3-4 courses	\$1,500 5+ courses
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High School Partner & Dual Enrollment Adjunct Instructor Expectations:

- a) The Dual Enrollment Adjunct Instructors will follow current college procedures to ensure students attending/participating in the course are officially listed on the roster. The Dual Enrollment Adjunct Instructor will report to the designated College faculty member for the program with which it is associated.
- b) Dual Enrollment Adjunct Instructors will submit required reporting documents through Moodle and WebAdvisor (such as, submission of mid-term, final grades and validation of rosters). Faculty will attend an annual training, as required by the College, and submit required credentials (CV and Syllabus) accordingly. *Please note: If annual training is not completed by the Dual Enrollment Adjunct Instructor, the associated pathway will not be offered to the High School Partner.*
- c) The High School Partner will allow release time from high school duties for Dual Enrollment Adjunct Faculty to attend faculty training required by the College.
- d) Each dual enrollment section will be offered based on High School Partner request and will require a minimum of 10 officially enrolled College Dual Enrollment students. Additionally, staffing and facility availability will determine course offering.
- e) In order to ensure instructional needs are met, the High School Partner will notify the College's Dual Enrollment staff of any Dual Enrollment Adjunct Instructor personnel changes sixty (60) days prior to the first day of the dual credit section. Any sections with changes in High School personnel within sixty days of the first day of class may be subject to cancellation.

FACILITIES, TEACHING ENVIRONMENT, ENROLLMENT

Facilities

The High School Partner will work with the College to ensure that the High School Partner's facilities meet the expectations and criteria required for college classes, and are appropriate for college-level instruction that include the following:

- 1) High School Partner will ensure that College faculty and dual enrollment students have appropriate access to all available instructional resources and essential technology;
- 2) High School Partner shall permit access to the College's electronic learning resources when the course is taught at the High School Partner; and
- 3) High School Partner offering courses shall meet the laboratory safety standards and have material/equipment that comply with College program requirements.
- 4) High School Partner will ensure the safety and security of the High School facilities where said dual enrollment classes are held on High School leased or owned property.

- 5) The College will ensure the safety and security of the College's facilities where said dual enrollment classes are held on College leased or owned property.

Teaching Environment

The High School Partner is responsible for designating a classroom and lab space conducive to college-level learning, as required for dual credit courses taught face-to-face at the high school.

Enrollment

The High School Partner will designate at least one person responsible for:

- 1) coordinating and tracking submission of all required documents for admissions and registration; and
- 2) submitting of all required documents for admissions and registration through the Office of the Registrar or designee by way of the Texas Records Exchange (TREx) System; and
- 3) adhering to all established College deadlines, policies & procedures including but not limited to schedule changes including, additions, drops, and withdrawals; and
- 4) coordinating visits to the closest College campus to receive their Student Identification card, training on the TSTC Portal and Student Planning Module (for registration of classes) and tour the facilities no later than June 22, 2019 (*A deadline of August 15, 2019 will apply to any new student transfers*); and
- 5) working in collaboration with the College's dual enrollment team for all issues regarding dual enrollment, such as admissions, advisement, registration, grading, reporting and programming improvements; and
- 6) attending the College's annual Dual Enrollment Process Update; and
- 7) the High School Partner will assign a designated billing contact to work with the College's Student Accounting office; and
- 8) the High School will provide a list of all contact details to the College prior to the first day of class.

COURSE CURRICULUM, INSTRUCTION, AND GRADING

High School Partners that participate in the Dual Enrollment Program at Texas State Technical College will comply with procedures and guidelines established by the College:

a) Academic Instructional Calendar

Dual Credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the High School Partner.

b) Monitoring Instruction

High School Partners will work with the College so that College personnel will have the opportunity to monitor the quality of instruction in compliance with the College course syllabus and the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and the High School Partner. The College must conduct an adjunct faculty evaluation. The evaluation & training shall include, but not be limited to:

- A coordinated classroom site visit by the College.

- A College end-of-semester course and instructor evaluation completed by students.
- A mandatory yearly instructor orientation/training session for all adjunct instructors.

c) **Books and Supplemental Materials**

The High School Partner will be responsible for obtaining the correct editions of required textbooks and supplies **on or before the first day of the college class**. All textbooks and/or supplemental materials, software, computer specifications, applicable insurance coverage, uniforms, associated travel expenses related to program competitions/events (e.g., Skills USA), chaperone expenses, etc., will be the responsibility of the High School Partner. Textbooks, materials, and supplies are available for purchase through the College Bookstore at http://www.tstc.edu/student_life/bookstore.

d) **Grading Procedures**

All Dual Adjunct Faculty will follow the College Grading System as stated in the College's **Statewide Operating Standard ES.4.06, Grading System** (<http://www.tstc.edu/governance/es>) as well as the grading criteria in the department-approved syllabus. A student must earn a grade of C or better in a WECM course to pass.

e) **Student Learning Support Services**

All College dual enrollment students and adjunct faculty have access to the College Learning Resource Center, (http://tstc.edu/student_life/learningresource) and learning support services.

f) **Student Grievances/Complaints**

Procedures for handling student grievances or complaints, as it relates to the college course or customer service, are applicable to all students including those enrolled in dual credit courses. Dual enrollment students with grievances or complaints shall follow the procedures as stated in the College's **Statewide Operating Standard ES.3.24, Student Grievances & Complaints** (<http://www.tstc.edu/governance/es>) as published in the TSTC Catalog and Student Handbook.

STUDENT ELIGIBILITY

The College requires High School Partner to follow all College enrollment procedures and guidelines for dual enrollment students. All students must meet dual enrollment admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85, and as stated in the College's **Statewide Operating Standard ES.4.07, Admission of Students** (<http://www.tstc.edu/governance/es>).

COMPOSITION OF CLASS

Dual credit courses may be composed of dual enrollment students only or of dual and college credit students as defined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85.

CAMPUS ACTIVITY & TRANSPORTATION

The College assumes no obligation or responsibility for the transportation of students to or from the College Campus or training facilities. Students that have a free period while on the College's campus

will not be monitored and the High School Partner holds the College harmless for any death, personal injury, property damage, and /or campus disruption caused by High School Partner personnel or their students. The College is not responsible for High School Partner's students who leave the College's grounds.

STUDENT RIGHTS & RESPONSIBILITIES

Dual enrollment students must abide by the Code of Student Conduct outlined in the current TSTC Catalog and Student Handbook. Dual enrollment students will be dismissed for disruptive behavior and referred to their high school principal or designee for disciplinary action. Dual enrollment students attending classes on the College's campus will be treated as college students and are responsible for knowing all rules and regulations of the College. Student Conduct violations will be handled through the Code of Student Conduct, ***Statewide Operating Standard ES 3.23, Student Rights and Responsibilities*** (<http://www.tstc.edu/governance/es>).

STUDENT SUPPORT SERVICES

The College and the High School Partner will adhere to Section 504 of the Americans with Disabilities Act Amendments Act (ADAAA). Students in dual enrollment courses will have access to the same or comparable support services that are afforded College students on the main campus. The College is responsible for ensuring timely and efficient access to Student Support Services. Services such as these may require a signed student and/or parent consent form to receive services.

The College will adhere to and comply with current College policies, procedures, federal, state, and local laws that govern the College for individuals and/or students with disabilities that require accommodations.

The High School Partner agrees that in classes for which college credit is awarded, accommodations will need to meet standards under the ADAAA and Section 504 subpart E, and will adhere to the College's current policies and procedures for determining reasonable accommodations and grievances. Service coordination and costs of required accommodations will be afforded through a collaborative effort.

The High School Partner agrees that classes in which high school credit is awarded, the ADAAA and Section 504 subpart D, accommodations will be the responsibility of the High School Partner. If an accommodation fundamentally alters the course, college credit will not be awarded.

Building and information technology access will be the responsibility of the owner/provider of that infrastructure, including access to web-based curriculum materials.

Students with disabilities who require accommodations will be required to self-disclose with the College's Disability Services Office.

It is the responsibility of the dual enrollment students, their parents/legal guardians or sponsoring agents to provide health and accident insurance for the dual enrollment students. Further, the dual enrollment students, their parents/legal guardians or sponsoring agents will hold the College harmless and waive any claims, past, current or future, they may have for any death, personal injury, property

damage, or accidents involving students or visitors while on the College's campus or off-campus instructional site locations.

TRANSCRIPTION OF CREDIT

A college grade shall be transcribed upon completion of the semester for the courses in which they are officially enrolled and will adhere to the current grading policy. The High School Partner agrees to evaluate the learner's objectives to be achieved by students completing the College's dual credit college courses and to transcribe credit on the student's high school transcript accordingly.

FINANCE AND FUNDING

a) Tuition & Fees

Dual enrollment courses are offered at a reduced tuition waiver & fee rate of \$33.00 per credit hour. Refunds will follow ***Statewide Operating Standard FA 1.9, Refund of Tuition and Fees*** (<http://www.tstc.edu/governance/fa>). Dual enrollment student eligibility and enrollment requirements must be met for the tuition waiver to apply.

b) Invoicing

The College will invoice the High School Partner for all applicable tuition and fee charges under the sponsorship billing process. Invoicing will start after the refund period ends on the official census date of the term (11th class day). Student registration for subsequent academic terms will not be completed until payment is received. The High School Partner will assign a designated billing contact to work with the College's Student Accounting Office.

FERPA

The Parties agree to maintain the records for all students by all applicable federal, state, and local laws. For the purposes of this agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the College hereby designates the High School Partner as a school official with legitimate education-related interests in the educational records of the students who participate in the dual enrollment program to the extent that access to the records are required by the High School Partner to carry out the functions of the program. The Parties agree to maintain the confidentiality of the students' educational records in accordance with the provisions of FERPA. The Parties shall not release educational records to any third party without written consent by the affected student.

MEMORANDUM OF UNDERSTANDING (MOU)

Any change to the terms of this MOU must be presented in written form and agreed upon by both the College and the High School Partner at least thirty (30) days before any term or provision may be changed.

TEXAS PUBLIC INFORMATION ACT

Notwithstanding any provisions of this MOU to the contrary, the High School Partner understands that the College will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted

by judicial opinions and opinions of the Attorney General of the State of Texas. The College will notify High School Partner of receipt of a request for information related to this MOU. High School Partner will cooperate with the College in the production of documents responsive to the request.

High School Partner may request that the College seek an opinion from the Attorney General of the State of Texas, however, the College will not honor High School Partner's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, High School Partner will notify the College's Office of General Counsel of any third party requests for information that was provided by the State of Texas for use in conducting this MOU. This MOU and all data and other information generated or otherwise obtained in the performance of its responsibilities under this MOU may be subject to the Texas Public Information Act. High School Partner is required to make any information created or exchanged with the state pursuant to this MOU, and not otherwise excepted, from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. High School Partner agrees to maintain the confidentiality of information received from the State of Texas during the performance of this MOU, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

COUNTERPARTS

This MOU may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

EFFECTIVE DATE & TERM

The effective date of this MOU is **August 1, 2019**. This MOU shall continue for one (1) year after the effective date.

SIGNATURES

The persons signing this MOU represent, each to the other, that they are authorized to sign for and bind their respective institutions.

Texas State Technical College

305 Booker St
Brownwood, TX 76801

By:



Kimberly Porter (May 10, 2019)

Date:

05/10/2019

Kimberly Porter
Vice President of Sales

By:

Rick Denbow
Rick Denbow (May 2, 2019)

Rick Denbow
TSTC campus Provost

High School Partner (ISD/Entity)

1003 West 11th Street
Brady, TX 76825

Date:

05/02/2019

By:

D. Limbaugh
Duane Limbaugh (May 2, 2019)

Duane Limbaugh
Superintendent Brady ISD

Date:

05/02/2019


2019-2020 TSTC Dual Enrollment MOU


Final Audit Report


2019-05-10


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-  Document created by Kori Bowen (kjbowen50825@tstc.edu)
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 Signed document emailed to Kori Bowen (kjb Bowen50825@tstc.edu), tlawrence@bradyisd.org, Rick Denbow (rick.denbow@tstc.edu), Kimberly Porter (kporter17062@tstc.edu), and 3 more

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