# Texas State Technical College Dual Credit Memorandum of Understanding

This Dual Credit Memorandum of Understanding (hereinafter referred to as "MOU") is between **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" or "TSTC"), the <u>CLYDE</u> Independent School District (which may hereinafter be referred to as the "District"), and the below listed high school(s) which is/are part of the District (which may hereinafter be referred to as the "High School Partner(s)". TSTC, the District, and the High School Partner(s) may individually be referred to as a "Party" or collectively as "Parties" to this MOU.

High School Partner Name	High School CEEB Code	Name and Physical Address of Dual Credit Instructional Location/Site (Geographical Address where instruction occurs)	Instructional Formats (Online, TSTC Campus, Off-site Credentialed Facility)
Clyde High School	441365	TSTC Abilene 2082 Quantum Loop Abilene, TX 79602	Onsite

#### **OVERVIEW**

TSTC is committed to serving the students and communities of Texas through collaborative work with ISD's. A major initiative promoting technical education and careers is the **Texas State Technical College Dual Credit Program**, which includes the provision of the Dual Credit state program to qualified students. Dual Credit agreements will be aligned with the strategic priorities of the District and the College. TSTC will annually review Dual Credit Pathways and matriculation rates, in addition to the economic development needs of the State of Texas in order to ensure the partnerships in place are commensurate with all aforementioned strategic goals.

#### **DUAL CREDIT MISSION**

In order to prepare students for educational and career success, the purpose and mission of TSTC's Dual Credit program is to provide a comprehensive, structured approach to completing Career and Technical Education (CTE) courses, leading to a post-secondary credential at Texas State Technical College. The ISD agrees to support TSTC's Dual Credit students in completing coursework in their chosen Dual Credit pathway, and streamline matriculation efforts to TSTC to pursue a credential in a high-demand, high-wage field of study.

#### **MOU PURPOSE**

The purpose of this MOU is to outline the roles and responsibilities of TSTC, the District and the High School Partner(s). This MOU is an agreement that encompasses all programs and initiatives under

TSTC's Dual Credit program, as required by the Texas Education Agency and the Texas Higher Education Coordinating Board.

The Parties enter into this MOU as authorized by <u>Texas Administrative Code</u>, <u>Title 19</u>, <u>Part 1</u>, <u>Chapter 4</u>, <u>Subchapter D</u>, <u>Rule § 4.84(a)</u>, and agree as follows:

# **Upon execution of this MOU, TSTC agrees to:**

- 1) Provide the High School Partner(s) access to Dual Credit courses that are reflective of regionally based industry needs. This includes providing pathway alignment of TEA approved Endorsements course TEKS to College course Workforce Education Course Manual (WECM) outcomes and/or Academic Course Guide Manual (ACGM) outcomes by way of suggested crosswalks for Dual Credit courses, postsecondary pathways, credentials at the institution, and industry certifications. Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 (c.
- 2) Support the High School Partner(s) by way of College recruitment presentations and informational meetings for all students at the High School Partner(s) locations throughout the school year.
- 3) Work with the High School Partner(s) to establish academic advising strategies for students regarding Dual Credit opportunities within a career pathway that aligns with their continued education at TSTC, post graduation.
- 4) Participate in the <u>FAST (Financial Aid for Swift Transfer)</u> program and adhere to all IHE requirements of the program.
- 5) Ensure academic policies and procedures applicable to regular College courses and students will also apply to dual credit courses.
- 6) Provide students access to all student learning and instructional support services including admissions and registration, counseling and advising, testing, instructional student support, tutoring, bookstore, and TSTC campus police.
- 7) Establish the course curriculum, instructional methods, and grading criteria, and at the conclusion of each course, submit a numerical grade for each dual credit student to the High School Partner(s). A full transcript of college coursework can be provided upon request.
- 8) TSTC will designate one representative responsible for:
  - a) coordinating and tracking submission of all required documents for admissions and registration from the High School Partner(s); and
  - b) submitting documents from High School Partner(s) for admission and registration to the Office of the Registrar; and
  - c) working with the High School Partner(s)' designated Dual Credit contact to schedule and conduct application and registration drives, program presentations, advising sessions, and campus tours, etc.
  - d) working with the High School Partner(s)' designated Dual Credit contact to schedule in person check-in's, meetings, phone calls, emails, etc., for enrolled students to discuss academic planning, academic advising, and additional TSTC services and resources to help support student success.

- e) sending High School Partner(s)' updates on student progress, including progress of grades at the 6 week mark, academic concerns, when applicable, mid-term and final grades.
- f) collaboration with the High School Partner(s) to develop and utilize an early alert system to identify students at risk of not completing college coursework and to provide effective interventions.
- 9) Post a copy of this MOU to TSTC's website at <u>de.tstc.edu</u> in accordance with <u>Texas</u> <u>Administrative Code</u>, <u>Title 19</u>, <u>Part 1</u>, <u>Chapter 4</u>, <u>Subchapter D</u>, <u>Rule § 4.84 (c.10)</u> and, upon completion of this document, provide a copy for the High School Partner(s) to post to the District's website.

Upon execution of this MOU, the **High School Partner(s)** agree(s) to:

- 1) Work with the Office of Dual Credit to identify and complete the Pathway Offering Form, electronically sent after receipt of the signed MOU (Attached hereto as an example, **EXHIBIT** A).
- 2) Adhere to TSTC's Dual Credit internal deadlines as outlined below and within the <u>Academic</u> <u>Calendar</u> and to follow all College enrollment procedures and guidelines for Dual Credit students.

# \*Dates are subject to change

Deadline to submit signed 2025-2026 MOU	March 14, 2025	
Deadline for Off-Site Facilities Approval	April 4, 2025	
Deadline for submission of all onsite (TSTC Campus) student applications/ documents	July 18, 2025	
Deadline for new DC Instructor Credentialing (Application/Documentation Submitted to College)	July 25, 2025	
Deadline for submission of all online and offsite location applications/ documents	August 8, 2025	
Deadline for all student registration	August 29, 2025	

- 3) Participate in the <u>FAST (Financial Aid for Swift Transfer)</u> program and adhere to all ISD requirements of the program.
- 4) Ensure that campus administrators have access to and are familiar with the obligations and responsibilities outlined in this agreement.
- 5) Cover all costs related to tuition, textbooks, supplies, and transportation as needed, or require the student to cover these expenses unless they qualify for free dual credit courses.
- 6) The High School Partner(s) will designate ONE High School Contact responsible for:

- a) guiding students in the selection of one Dual Credit pathway from the list of programs agreed upon between the High School Partner(s) and TSTC on the Pathway Offering Form. Enrollment in multiple pathways is not permitted; and
- b) coordinating and submitting of all required documents for admission and registration to the assigned Dual Credit Representative no later than August 8, 2025; and
- c) adhering to all established College deadlines, policies and procedures including but not limited to schedule changes including, additions, drops, and withdrawals; and
- d) working in collaboration with the College's Dual Credit office regarding admissions, advisement, registration, grading, reporting and program improvements; and supporting student communication with instructors.
- 7) Ensure that all high school students interested in Dual Credit courses complete the college admission application and required documentation, and submit all admission materials to the College.
- 8) Coordinate with TSTC regarding Dual Credit presentations throughout the academic year on a predetermined basis (fall and spring) to include both application and registration drives, in addition to other presentation format options.
- Collaborate with the College to arrange academic advising opportunities for students, including TSTC visits each semester.
- 10) Inform students of the ISD and College's Code of Student Conduct and academic calendar, communicate their responsibilities as TSTC students, and ensure they are aware of attendance policies.
- 11) Inform TSTC of any special Texas Education Agency designations, obligations, or proposed partnerships related to grant applications. A copy of the proposal and/or a detailed statement of work must be submitted to TSTC, with sufficient notice, for review by the Office of Dual Credit, the Office of the Provost, and the Office of Sponsored Programs, prior to the grant application deadline.
- 12) Inform all parents of students in grade nine and above about the dual credit programs offered by TSTC. Additionally, parents should be notified about available funding for dual credit courses.
- 13) Post a copy of this MOU to the District's website in accordance with <u>Texas Administrative</u> <u>Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 (c.10)</u>.

# **Data Sharing & Privacy Agreement**

The High School Partner will provide to TSTC the following student information for all students from 9th-12th grade for the purpose of Dual Credit enrollment.

- 1) Student name (Last, First, Middle Initial)
- 2) Date of birth
- 3) Mailing address (Street, City, State, Zip)
- 4) Name of school
- 5) Grade Level
- 6) High school graduation anticipated year
- 7) TSDS identification numbers for the purpose of identifying FAST eligibility.

- 8) College Readiness Scores (if needed): STAAR English II, STAAR Algebra 1 with Algebra II course grade, STAAR English III, STAAR Algebra II, TSIA, TSIA ABE, TSIA 2.0, and TSIA 2.0 Diagnostic
- 9) High school transcript and/or grade 8 report card
- 10) Bacterial Meningitis shot record (if students are attending a TSTC campus for instruction)

The College will electronically request the aforementioned data and it will be provided promptly as agreed by both Parties.

The following information will be provided by the College to the high school partners upon initial entry into the program:

- 1) Student TSTC One ID
- 2) Student registration status
- 3) Student course schedules/ rosters

#### STUDENT ELIGIBILITY

TSTC requires High School Partner(s) to follow all College enrollment procedures and guidelines for Dual Credit students. All admissions and eligibility requirements are outlined by the Texas Higher Education Coordinating Board laws and regulations, the <a href="Texas Administrative Code">Texas Administrative Code</a>, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85, and in the College's <a href="Statewide Operating">Statewide Operating</a> Statewide Operating

Students must be in grade nine or above and demonstrate appropriate college readiness to be eligible for enrollment in dual credit courses. For some programs, eligibility may include successful completion of the Texas Success Initiative Assessment (TSIA) 2.0 program, prior to enrolling unless otherwise exempt or waived.

### **ELIGIBLE COURSES**

Courses offered by TSTC are developed based on the guidelines published in the <u>Workforce</u> <u>Education Course Manual (WECM)</u> or the <u>Academic Course Guide Manual (ACGM)</u> 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 College's applicable instructional department and TSTC's Office of Dual Credit. Remedial or continuing education courses will not be offered for dual credit. TSTC does not offer concurrent enrollment to high school students, except where Individual Approval is met, as stated in TSTC's <u>Statewide Operating Standard</u> (SOS) ES 4.07 Admission of Students.

# Student Responsibilities and Enrollment Procedures

Students are to abide by the Rules and Regulations set forth in TSTC Catalog and Student Handbook, which are published and available on TSTC website at www.tstc.edu for the current academic year. Academic policies can also be found in the <u>TSTC Statewide Operating Standards</u> (SOS) website.

Students are responsible for notifying their high school counselor and Dual Credit Representative if they are wanting to withdraw from their course(s). Students must submit a withdrawal request through their Workday account, following TSTC's Academic Calendar, to be officially removed from their enrolled course(s). Students who drop after the first class day will still incur the Dual Credit tuition fee in accordance with <u>Statewide Operating Standard (SOS) FA 1.09 Refund of Tuition and Fees</u>. Dual Credit classes will follow TSTC's Academic Calendar. Exceptions may be arranged through collaboration between the College and the High School Partner(s).

# METHOD OF DELIVERY, INSTRUCTION, AND LOCATION OF CLASS

Courses may be delivered utilizing the method mutually determined by TSTC and the High School Partner(s), which may include the following:

- Delivery at the High School Partner(s)' campus utilizing a high school teacher credentialed and employed and defined in <u>Statewide Operating Standard (SOS) ES 1.11 Faculty Credentials</u> as a College Dual Credit Instructor (DC Instructor); or
- 2) Delivery on a TSTC campus utilizing College Instructors whereby students are integrated into traditional course section offerings; or
- 3) Delivery online utilizing a TSTC Instructor.

Please note: The delivery of courses is subject to change based on curriculum and program updates relative to the modality of instruction.

Dual Credit classes taught in a hybrid modality, as defined by the Texas Higher Education Coordinating Board (THECB), <u>Texas Administrative Code</u>, <u>Title 19</u>, <u>Part 1</u>, <u>Chapter 2</u>, <u>Subchapter J</u>, <u>Rule §2.202</u>, is "A course in which the majority (more than 50 percent but less that 85 percent), of the planned instruction occurs when the students and instructor(s) are not in the same place. Hybrid courses taught by TSTC are when part of the course is delivered online and part of the course is delivered face-to-face.

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

- 1) Distance Education: Distance education courses encompass online and hybrid courses as stated in TSTC's <u>Statewide Operating Standard (SOS) ES 2.20 Distance Education.</u> Dual Credit students participating in classes delivered by distance education by TSTC are not required to be at the off-site location to receive instruction. Distance education courses that are delivered 100% online are accessible at any time or location where a student has a computer and internet access; or
- Special technical programs approved to run outside the designated block time; or
- 3) Courses taught at high school, face-to-face; or
- 4) Courses taught in a hybrid modality \*Subject to availability by program and location\*

Please note: Some programs may be offered through non-traditional modalities such as course/credit-based Competency-Based Education (CBE). TSTC refers to CBE programs as Performance-Based Education (PBE).

# **Course Scheduling and Contact Hours**

All courses provided in a face-to-face or hybrid format, including those conducted at a TSTC campus or in a high school facility with face-to-face instruction, shall adhere to the minimum contact hour requirements as established by the <a href="Workforce Education Course Manual (WECM)">Workforce Education Course Manual (WECM)</a>, <a href="Academic Course Guide Manual (ACGM)">Academic Course Guide Manual (ACGM)</a>, <a href="Guidelines for Instructional Programs in Workforce Education">Guidelines for Instructional Programs in Workforce Education</a>, and the Texas Higher Education Coordinating Board (THECB).

- 1. For courses conducted at a TSTC campus, the College will provide the High School Partner(s) with course schedules that comply with contact hour requirements.
- 2. The College and High School Partner(s) will collaborate to ensure that course schedules for classes held at the high school facility meet the minimum contact hour requirements.
- 3. Students enrolled in hybrid courses must follow the College's **Academic Calendar** and adhere to the attendance policy as outlined in the course syllabus.

Courses offered in a distance learning format are not bound by contact hour scheduling requirements. However, the College recommends that High School Partner(s) ensure enrolled students understand the rigor of distance learning courses and allocate adequate time for completion to support their success.

### **GRADING PROCEDURES AND ACCESS**

High School Partner(s) that participate in the Dual Credit Program at TSTC will comply with procedures and guidelines established by the College as stated in TSTC's <u>Statewide Operating Standard (SOS)</u> <u>ES 4.06 Grading System.</u>

### **Grading Procedures**

A student must earn a grade of 'C' or better in a WECM course to pass, unless the course is a Performance-Based Education (PBE) course, which requires a grade of 'B' or better to pass and enroll in the next course. For ACGM courses, a minimum grade of 'C' is required to pass.

Dual Credit students are issued letter grades as pursuant to TSTC's grading system. If High School Partner(s) require a numerical grade they must directly contact the instructor of record for the course(s).

Students can track their academic progress through Canvas throughout the semester. Final grades will be accessible at the end of the semester in Workday Student.

# FACULTY QUALIFICATION, SELECTION, HIRING, SUPERVISION AND EVALUATION

TSTC has established an approval process for selecting and approving qualified faculty to teach Dual Credit courses at a High School Partner(s) facility. Faculty applying to teach a Dual Credit pathway must meet the credential requirements as stated in TSTC's <u>Statewide Operating Standard (SOS)</u> <u>ES 1.11 Faculty Credentials</u>, which includes the criteria used by the College to determine teaching eligibility.

- 1) Candidates must submit their resume, copies of transcripts, and/or industry certifications to the College's Director of Alignment for evaluation prior to the credentialing process of the High School Partner(s) facility. This ensures they meet the qualifications to teach the courses in the dual credit pathway.
- 2) Once the High School Partner(s) facility meets all necessary credentialing criteria, the College will initiate an employment application for the selected candidate.
- 3) Applicants are required to complete an employment application and submit all necessary hiring documents, including their résumé via Workday, along with copies of transcripts and/or industry certifications, to TSTC's Office of Faculty Credentialing at faculty.credentialing@tstc.edu.
- 4) TSTC will ensure that College faculty teaching Dual Credit courses have met acceptable national criminal background checks, which may include fingerprinting.
- 5) Each approved Dual Credit Instructor will be supervised by TSTC's respective designee and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures in accordance with TSTC's <u>Statewide Operating</u> <u>Standard (SOS) ES 1.11 Faculty Credentials</u>.

# **Employment with College is contingent upon the following:**

- 1) TSTC 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 of application
- 2) Pre-Employment Requirements All ISD faculty must satisfactorily meet TSTC's pre-employment requirements, including background checks and chemical screenings, to be eligible for employment.
- 3) Employees are held responsible for ensuring that **official** transcripts are received by TSTC no later than his or her 30th day of employment. Failure to do so could result in termination of employment.
- 4) Submission of a completed application, along with required documentation, must be done no later than July 25, 2025.
- 5) Continued employment is contingent on the required approval, availability of funding, satisfactory performance assessment, and a continued need for the position in the College's department.
- 6) Continued employment is contingent on an executed MOU with the District and High School Partner.
- 7) All new Dual Credit Instructors are required to complete Faculty Orientation administered by the Human Resources Learning and Organizational Development Office within 30 days of their start date.
- 8) **Notification of Unmet Requirements**: If any pre-employment requirements are not met, TSTC will communicate only to ISD partners that our requirements were not fulfilled. This may include instances of an unsatisfactory drug screen, background check, or credential verification.
- 9) In the event of an investigation of a personnel matter ,including Title IX concerns, the College and the High School Partner(s) will work collaboratively and in a timely manner share any and all information necessary with TSTC's Human Resource office and the corresponding Districts'

- Human Resource office.
- 10) DC instructors will complete an annual online faculty orientation and the TSTC Essentials training offered by the Human Resources Learning and Organizational Development Team via Workday. DC Instructors must comply with <u>HB 2504</u> and submit the required curriculum vitae (CV) and the course syllabus by the appropriate deadline each semester.
- 11) The High School Partner(s) will allow release time from high school duties for DC Instructors to complete the required 6 hours of faculty development per year as referenced in <u>Statewide</u> <u>Operating Standard (SOS) HR 1.18 Faculty Professional Development.</u>

College DC Instructors will receive stipend pay for the semester the course is taught which will be divided and paid out monthly according to the course start and end dates. Payment may be subject to change should a DC instructor be removed from instruction for any reason (such as extended leave) during the agreed upon semester and course. **Please note: Stipends are contingent on courses taught, not individual sections**. The 2025-2026 stipend system is as follows:

Dual Credit Instructor Stipend Per	\$750	\$1,250
Semester	1-2 courses	3-4 courses

## High School Partner(s) and Dual Credit Instructor Expectations:

- 1) The DC Instructor will follow current College procedures to ensure students participating in the course(s) are officially listed on the roster by TSTC's Census date. Any student not on the roster by the 11th day of class (Census Day) will not be enrolled in the course.
- 2) The DC Instructor(s) will report to the designated Program Team Lead for the program with which they are associated for instructional guidance and support including course delivery expectations.
- 3) All DC Instructors will follow the College's grading system as stated in TSTC's <u>Statewide</u> <u>Operating Standard (SOS) ES 4.06 Grading System</u> as well as the grading criteria and WECM course outcomes as stated in the department-approved syllabus.
- 4) DC Instructors will submit required reporting documents through the designated Learning Management System and Workday (such as: submission of midterm and final grades and certification of rosters) in accordance with all timelines and due dates.
- 5) In order to ensure instructional needs are met, the High School Partner(s) will notify TSTC's Dual Credit office of any DC Instructor personnel changes ninety (90) days prior to the first day of the semester.
- 6) In order to ensure instructional needs are met, if any staffing personnel changes occur due to extended leave, the High School Partner(s) are required to notify the Office of Dual Credit and their Program Team Lead immediately.
  - a) If a Dual Credit (DC) instructor is terminated or resigns from the Independent School District (ISD) during the school year, the ISD is responsible for notifying the College within five (5) business days.
  - b) If a DC instructor receives an official reprimand or counseling for actions occurring while teaching TSTC curriculum, the ISD is responsible for notifying the College within forty-eight (48) business hours.

- 7) The rigor of college-level course work can often require additional time outside of class in order to meet all course learning objectives and outcomes; therefore, DC Instructors should encourage students to allow a sufficient amount of time to complete out-of-class work assignments.
- 8) When issuing grades, DC Instructors are not permitted to alter the earned College letter grade scale, which may differ from the High School Partner(s)' numeric grade scale.
- 9) Dual Credit students are expected to meet the required minimum number of contact hours per semester in courses offered at the High School Partner(s)' location.

#### **FACILITIES. TEACHING ENVIRONMENT. ENROLLMENT**

#### **FacilitiesHow**

The High School Partner(s) will work with TSTC 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(s) are required to enroll a minimum of **15 College Dual Credit students** for each offsite course section offered at the High School Partner(s) request.
- 2) High School Partner(s) will ensure that DC Instructors and Dual Credit students have appropriate access to all available instructional resources and essential technology.
- 3) High School Partners will ensure that all required textbooks, materials and additional supplies will be acquired by the ISD or student prior to the first day of class
- 4) High School Partner(s) will permit access to TSTC's electronic learning resources and other required softwares when the course is taught at the High School Partner(s) facility; and
- 5) High School Partner(s) offering courses will meet the laboratory safety standards and have materials/equipment that comply with College program requirements.
- 6) High School Partner(s) will ensure the safety and security of the High School facilities where Dual Credit classes are held on High School leased or owned property.
- 7) TSTC will ensure the safety and security of the College's facilities where Dual Credit classes are held on College leased or owned property.

The number of courses in a Dual Credit pathway offered at a High School Partner(s) off-site location will be monitored and approved on an annual basis by TSTC's Curriculum Committee. All applicable off-site reporting requirements with TSTC's accreditor, Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) will be met in accordance with <u>Statewide Operating Standard (SOS) GA 1.23 SACSCOC Substantive Change Compliance</u>. When necessary, TSTC must seek approval from SACSCOC to offer 50% or more of instruction towards a program at an off-site location before implementation. *Timeline for SACSCOC approval can take up to one year.* Changes to an off-site location including name, physical address, relocation or closure must be reported to TSTC 60 days prior to implementation.

Please note: Failure to ensure Dual Credit Instructors and students have all the required aforementioned resources can impact TSTC's decision to execute subsequent partnership agreements with the High School Partner(s).

# **Composition of Class**

Dual Credit courses will be composed as defined by the Texas Higher Education Coordinating Board laws and regulations, the <u>Texas Administrative Code</u>, <u>Title 19</u>, <u>Part 1</u>, <u>Chapter 4</u>, <u>Subchapter D and Subchapter G Rule § 4.85</u>.

The High School Partner(s) may not enroll both dual credit and non-dual credit students in the same section, unless the creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

- a) If 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; or
- b) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c) 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.

# **Monitoring Instruction**

High School Partner(s) will work with TSTC so that College personnel will have the opportunity to monitor the quality, for courses taught on an ISD Campus, and rigor of instruction in compliance with the College's 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(s). TSTC's Director's of Alignment and Program Team Leads Student Learning designee for the program will conduct a faculty evaluation. The evaluation and training shall include, but not be limited to:

- 1) The College's respective Director of Alignment and the Program Team Lead for Dual Credit Instructors will conduct coordinated site visits and check-ins each semester to monitor compliance and ensure high-quality instruction.
- 2) At the end of each semester, the Director of Alignment and Program Team Lead will meet with the Dual Credit Instructor for an end-of-semester review. If needed, a Professional Development Plan will be created to address and support instructional needs.
- 3) At the end of each academic year, the Director of Alignment and Program Team Lead will complete an annual faculty evaluation for the Dual Credit Instructor. If needed, a Professional Development Plan will be created to address and support instructional needs.
- 4) A mandatory yearly instructor orientation/training session for all Dual Credit Instructors.

### **FINANCE AND FUNDING**

# FAST (Financial Aid for Swift Transfer) Program

TSTC has opted to participate in the <u>FAST Program</u> for the 2025-2026 Academic Year as defined in <u>Texas Administrative Code</u>, <u>Title 19</u>, <u>Part 1</u>, <u>Chapter 13</u>, <u>Subchapter Q</u>, <u>Rule § 13.500</u></u>. Dual Credit students eligible for free Dual Credit tuition, under this program, must meet the following student eligibility requirements:

- 1) are enrolled in an eligible dual credit course at a public school district or charter school (i.e., eligible for Foundation School Program funding); and
- 2) are taking a course offered through an institutional agreement, as outlined in <u>Texas</u> <u>Administrative Code</u>, <u>Title 19</u>, <u>Part 1</u>, <u>Chapter 4</u>, <u>Subchapter D</u>, <u>Rule § 4.84</u>, from an institution of higher education that has opted to participate in FAST; and
- 3) were qualified for free/reduced-price lunch in any of the four school years prior to the academic year in which they enroll in the dual credit course.

The College will adhere to all reporting requirements and deadlines set forth by the Texas Higher Education Coordinating Board (THECB) to identify eligible students. Student(s) identified as being eligible for free tuition under this program, will not have their tuition invoiced to the ISD.

# It is the High School Partner(s) responsibility to:

- 1) ensure that proper reporting of student(s) economic status is reported to the Texas Education Agency (TEA) in order for student eligibility to be determined;
- 2) to notify the College of student eligibility in a timely manner, including submitting all registered students TSDS identification numbers **BEFORE** the 12th day of class; and
- 3) to ensure that all other fees related to dual credit courses, including, but not limited to: required textbooks, tools, uniforms, software, supplies, computer specifications, internet, and access to all necessary platforms are supplied to the student(s) at no cost to them.

# **Tuition and Fees**

Dual Credit courses are offered at a reduced tuition waiver and fee rate of \$33.00 per credit hour. Dual Credit student eligibility and enrollment requirements must be met for the tuition waiver to apply.

#### Invoicing

TSTC will invoice the High School Partner(s) for all applicable tuition and fee charges under the sponsorship billing process. Invoicing will follow <u>Statewide Operating Standard (SOS) FA 1.09</u>
<u>Refund of Tuition and Fees</u>, unless the fees are specifically designated as non-refundable. Invoicing will begin after student(s) FAST eligibility status has been identified. Students enrolled in semester credit hour courses who drop a course or withdraw from school prior to the first class day shall incur no tuition cost. Students in semester credit hour courses who officially withdraw from school or drop a course after classes begin shall receive their tuition and fees reduced according to the following schedule:

### Invoicing fees are as follows:

### 7 week semester:

TSTC Credit Hour(s)	30% fee	75% fee	100% fee		
	Up to 7th class day	Up to 9th class day	After 9th class day		
1	\$9.90	\$24.75	\$33		

2	\$19.80	\$49.50	\$66
3	\$29.70	\$74.25	\$99
4	\$39.60	\$99	\$132

#### 15 week semester:

TSTC Credit Hour(s)	30% fee Up to 14th class day	75% fee Up to 19th class day	100% fee After 19th class day	
1	\$9.90	\$24.75	\$33	
2	\$19.80	\$49.50	\$66	
3	\$29.70	\$74.25	\$99	
4	\$39.60	\$99	\$132	

The High School Partner(s) will designate a Business Accounting Office Contact to work with TSTC's Student Accounting office regarding invoices. The Business Accounting Office Contact, listed below, will receive the invoices and be responsible for remitting payment to the College.

Business Accounting Office Contact Name: Rhonda Neal	
Email Address: rneal@clydeisd.org	
Phone Number: 325-893-4222	

# **Books and Supplemental Materials**

The High School Partner(s) are responsible for ensuring students have obtained access to the correct editions of required textbooks, tools, uniforms, software, supplies, computer specifications, internet, and access to all necessary online platforms, etc., **before the first day of the college's class**.

Textbooks, materials, and supplies are available for purchase through the TSTC bookstore at <a href="https://www.tstc.edu/student-life/bookstores/">https://www.tstc.edu/student-life/bookstores/</a>. Some programs use digital textbooks from a third party platform that is built into the online Learning Management System. The District will receive a separate invoice reflecting the cost of the textbook <a href="ft students do not opt out of this option">ft students do not opt out of this option</a>.

Each semester, the Office of Dual Credit will share the upcoming semester's textbook and additional materials requirements with the High School Partner(s). A list of required materials will be provided via email by the DC office before each semester and will be posted on the DC website at <a href="de.tstc.edu">de.tstc.edu</a>, located under the resources section: **Textbook and Materials Information.** 

The High School Partner(s) and students should refer to the instructor's syllabus for the correct course requirements. Those eligible for free dual credit courses are not responsible for covering the costs of textbooks and other course materials. It is the ISD's responsibility to provide these resources.

### STUDENT RIGHTS AND RESPONSIBILITIES

Dual Credit students must abide by the Code of Student Conduct outlined in the current College Catalog and Student Handbook. Dual Credit students will be dismissed for disruptive behavior and referred to their high school principal or designee for disciplinary action on the high school side. Dual Credit students attending classes on TSTC'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, <u>Statewide Operating Standard (SOS) ES 3.23</u> <u>Student Rights and Responsibilities</u>.

Enrolled students will be granted access to both Student Information Systems and Learning Management System platforms which includes grades, transcripts, and other College resources.

## **Title IX Discrimination**

TSTC upholds non-discriminatory policies outlined in <u>Statewide Operating Standard (SOS) HR 2.1.14</u> <u>Equal Opportunity in Employment</u> and <u>Statewide Operating Standard (SOS) ES 4.07 Admission of Students</u>, ensuring equal access to its programs and activities for applicants, employees, and students, regardless of race, color, religion, gender, national origin, age, genetic information, disability, veteran status, or any other protected characteristic under applicable laws.

Furthermore, Title IX of the Education Amendments of 1972 reinforces this commitment by prohibiting sex-based discrimination in federally funded education programs. This includes protection against sexual harassment, violence, pregnancy, and parental status discrimination. TSTC extends these safeguards to all employees and students, regardless of their pregnancy or parenthood circumstances, demonstrating a commitment to a supportive educational environment.

# **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 Credit students with grievances or complaints shall follow the procedures as stated in TSTC's <a href="Statewide Operating Standard">Standard (SOS) ES 3.24 Student Grievances and Complaints</a>, as published in TSTC's <a href="Student Catalog and Student Handbook">Student Handbook</a>.

#### STUDENT SUPPORT SERVICES

TSTC and the High School Partner(s) will adhere to Section 504 of the Americans with Disabilities Act Amendments Act (ADAAA). Students in Dual Credit courses will have access to the same or comparable support services that are afforded College students on the main campus. TSTC 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.

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

The High School Partner(s) agree 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 TSTC'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. Building and information technology access will be the responsibility of the owner/provider of that infrastructure, including access to web-based curriculum materials.

The High School Partner(s) agree 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(s). If an accommodation fundamentally alters the course, college credit will not be awarded. Students with disabilities who require accommodations will be required to self-disclose with TSTC's Access & Learning Accommodations (ALA) Office.

All Dual Credit students have access to the **Advocacy and Resource Center**, which is designed to assist students with non academic barriers, including basic needs such as food, shelter, transportation and child care. Students are responsible for contacting the office for services as needed.

It is the responsibility of the Dual Credit students, their parents/legal guardians or sponsoring agents to provide health and accident insurance for the Dual Credit students. Further, High School Partner(s), the Dual Credit 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 TSTC's campus or off-campus instructional site locations.

#### Learning and Library Resources

All Dual Credit students and DC Instructors have access to TSTC's library and learning information resources via Library Services at <a href="https://tstc.libguides.com">https://tstc.libguides.com</a>. Students' TSTC OneID login may be required to access remote resources. Students have access to self-guided and scheduled tutorials and instruction in the use of libraries and other resources at <a href="https://tstc.libcal.com/">https://tstc.libcal.com/</a>.

# 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(s) agree to evaluate the learning 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.

Acceptance of credit by another institution is at the discretion of the receiving institution. Therefore, it is the student's responsibility to consult with the transfer institution to confirm that all dual credit coursework will transfer appropriately.

#### ARTICULATED CREDIT

The College does not offer articulated credit as an alternative to Dual Credit to the High School Partner(s).

## **CAMPUS ACTIVITY AND TRANSPORTATION**

The College assumes no obligation or responsibility for the transportation of students to or from the College's campus or any other training facility. Students that have a free period while on the College's campus will not be monitored. The High School Partner(s) shall hold harmless the College for any death, personal injury, property damage and/or campus disruption caused by High School Partner(s) personnel or students. The College is not responsible for High School Partner(s)' students who leave the College's grounds.

## CYBERSECURITY TRAINING

If District has access to a TSTC computer system or database, District represents and warrants that it will comply with the requirements of <u>Texas Government Code, Chapter 10</u>, <u>Section 2054</u>, <u>Subchapter A</u>, relating to cybersecurity training certified by the Department of Information Resources (DIR) and required verification of completion of the training program. A <u>Third Party Vendor</u> form must be signed by the High School Partner(s) designee before access is granted to the College's learning management system.

# **Security Safeguards**

To maintain the confidentiality and security of the data, the College and District shall each independently implement best practices to protect against unauthorized physical and electronic access. Additionally, both Parties will adhere to the following safeguards for processing, storing, or transmitting data covered by the Agreement on their information systems:

- Secured Facilities and Restricted Access: Ensure that all student records provided by the College and District are stored in secured facilities with access limited to authorized personnel only.
- 2. Secure Passwords: Implement procedures and systems that require the use of secure passwords to access the data.
- 3. Mandatory Training: Provide mandatory annual training for personnel on information security.
- Data Protection: Maintain all data in a secure manner that prevents interception, diversion, or other unauthorized access.

Systems and procedures for accessing data must ensure that any data disclosure to third parties, in compliance with applicable state laws (such as the Texas Public Information Act, audits, or other lawful reasons according to the Texas Education Agency or the Texas Higher Education Coordinating Board's regulations), adheres to FERPA and Texas laws regarding the exceptions to the disclosure of confidential student information.

### **Method of Access or Transfer**

Individual level student survey and academic data will be transferred between designated ISD officials and designated TSTC officials in a manner that maintains the confidentiality and security of individually identifiable records and data. (Typical approaches use TREx, encryption of personally identifiable data.)

# **Physical Location of Data**

Data will be housed in a secure physical or electronic facility accessible only to individuals authorized to use the data for the purposes outlined in this document and the Agreement. The data will be stored in a manner that ensures the prevention of unauthorized access to personally identifiable information. Secure passwords will be required for accessing electronically stored data.

# **Disposition of Data**

The College and ISD will maintain and destroy any data covered under the Agreement in accordance with each Parties respective policies on records retention.

# **FERPA**

The Parties agree to maintain the records for all students by all applicable federal, state and local laws. For the purposes of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TSTC hereby designates the High School Partner(s) as a school official with legitimate education-related interests in the educational records of the students who participate in the Dual Credit program to the extent that access to the records is required by the High School Partner(s) 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.

#### **FORCE MAJEURE**

Neither Party to this MOU will be liable or responsible to the other for any loss or damage, or for any delays or failure to perform, due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, pandemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). However, at the sole discretion of TSTC, the term may be extended in an amount necessary for TSTC to complete the purposes of this MOU, which delay(s) have been caused by the Force Majeure Occurrence, and during said extension, the High School Partner shall work diligently in accordance with this MOU to complete the purposes of this MOU.

### **TEXAS PUBLIC INFORMATION ACT**

Notwithstanding any provisions of this MOU to the contrary, the High School Partner(s) understands that TSTC 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. TSTC will notify High School Partner(s) of receipt of a request for information related to this MOU. High School Partner(s) will cooperate with TSTC in the production of documents responsive to the request.

High School Partner(s) may request that TSTC seek an opinion from the attorney general of the state of Texas; however, TSTC will not honor High School Partner(s)'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(s) will notify TSTC'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(s) 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(s) 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.

# **MEMORANDUM OF UNDERSTANDING (MOU)**

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

#### **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 AND TERM**

The effective date of this MOU is active upon signature of all parties and applies to the **2025-2026** academic year.

# **SIGNATURES**

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

# **High School Partner Clyde ISD**

PO Box 479 Clyde, TX 79510

By:	Date:
Bryan Allen Bryan Allen (Feb 19, 2025 15:14 CST)	Feb 19, 2025

Bryan Allen Superintendent Clyde ISD

### **Texas State Technical College**

2082 Quantum Loop Abilene, TX 79602

ву:	Feb 19, 2025			
Andy Weaver (Feb 19, 2025 20:23 CST)				
Andy Weaver				
TSTC Campus Provost				
By:	Date:			
by.	Date.			
Kadie R Svrcek Kadie R Svrcek (Feb 19, 2025 20:25 CST)	Feb 19, 2025			
Kadie R. Svrcek				

Attachment: Exhibit A is a copy of Texas State Technical College's Dual Credit Pathway Offering Form. This exhibit serves as an example ONLY. The formal Pathway Offering Form will be sent to the High School Partner(s) after receipt of this Dual Credit Memorandum of Understanding. Exhibit A

Sr. Director, Dual Credit



# TSTC PATHWAY OFFERING FORM

In the spaces below, please indicate the pathways High School proposes to participate in for the 2025-2026 Academic Year.  Please note: The pathways indicated on this form will initiate the development of an application for dual credit students at your high school. Dual Credit students will only be allowed to participate in the pathways listed below.						
High School Information:				_ ^ \	) `	
ISD Name /Texas Home School/ Other Entity:						
High School/ Home School Name:		4		) ′		
High School/ Homeschool Designee:		7	7	CEEB Code:		
Email Address:						
Dual Credit Information:						
Dual Credit Program Name Courses Instructional Format On-campus, Off-site or Ordina						
• * * * * * * * * * * * * * * * * * * *						
Signatures of Approval:	,					
High School/ Homeschool Designee:		Signature				Date
Student Learning Designee(s)		Signature(s)				Date
Senior Director, Dual Credit		Signature				Date