

Dual Credit Partnership Agreement August 1, 2024 – July 31, 2025

I. Parties

This Dual Credit Partnership Agreement ("Agreement") is entered into between McLennan Community College ("MCC") and Gholson Independent School District ("ISD") and is designed to allow high school students from the ISD to earn dual high school and college credit by enrolling in MCC credit courses.

II. Purpose and Background

In accordance with the rules and regulations of the Texas Higher Education Coordinating Board (THECB), MCC offers regular college credit courses in Core Curriculum, Foreign Language, and Career and Technology for dual credit high school students. If the ISD approves these college courses for dual credit, high school students meeting MCC admission requirements can enroll in these courses and receive college and high school credit simultaneously.

In order to ensure the quality of dual credit courses and to facilitate communications and understanding between the ISD and MCC, the following provisions are agreed to by MCC and the ISD where dual credit courses are offered.

III. Statewide Goals for Dual Credit

Pursuant to Texas House Bill 1638 (85th Legislature, 2017), MCC and the ISD set forth the following goals for dual credit programs in Texas, as prescribed by the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA).

- 1. GOAL 1: Create collaborative outreach efforts.
 - a. The MCC dual credit program will collaborate with the ISD to provide information sessions for parents, students, and high school counselors addressing the potential benefits, risks, and costs of dual credit.
 - b. MCC will provide online information regarding the dual credit program, including contact information, eligibility requirements, the enrollment process, cost data, and potential benefits/risks of dual credit coursework.
 - c. MCC recruiters will collaborate with the ISD to provide additional assistance to students and families seeking information or assistance with enrolling at MCC.
- 2. GOAL 2: Improve transition to and acceleration through postsecondary education.
 - a. The MCC dual credit program requires all new dual credit students to complete an online orientation to facilitate the transition to college coursework.
 - b. The dual credit program will collaborate with the ISD to provide in-person or video conference orientation sessions upon request.

- c. The program has identified a Transfer Block of courses that transfer well to Texas public colleges to encourage selection of courses that will apply to a four-year degree.
- d. Dual credit students will be advised by MCC to enroll only in courses applicable to their selected degree plan.
- 3. GOAL 3: Provide college advising and student support services to promote success.
 - a. The MCC dual credit program requires all students who select courses outside of the Transfer Block, who plan to attend a private or out-of-state institution, or who have goals other than an AA, AS, or bachelor's degree to meet with a college transfer advisor each semester prior to registration.
 - b. All dual credit students will have access to drop-in college advising via regularly scheduled Zoom sessions, email, or by visiting the Dual Credit offices located on the first floor of the Michaelis Academic Center.
 - c. All support services at MCC are available to dual credit students. Note that the College provides online and in-person tutoring, library instruction, and success coaching to promote student success.
 - d. MCC and the ISD will collaborate to encourage dual credit students to make use of support services available at the College.
- 4. GOAL 4: Ensure quality and rigor of dual credit courses.
 - a. MCC is committed to quality and rigor in its dual credit courses. As required by the THECB and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the quality and rigor of dual credit courses shall be the same as courses taught at the college campus.
 - b. Dual credit faculty, including faculty hired from the ISD, will meet the credentialing standards set by the THECB and SACSCOC.
 - c. Oversight of dual credit faculty and course content will occur according to the same standards and processes employed on the MCC campus.
- 5. TOOLS: Identify tools to assist students and families with selecting endorsements and dual credit courses as well as navigating the college process.
 - a. MCC will provide degree guides through the online <u>Student Planning</u> program as well as dual credit specific guides via the <u>High School Programs website</u>.
 - b. The THECB provides the following tools.
 - 1) College for All Texans
 - 2) Exploring College Options
 - c. The TEA has made the following tools available to the public.
 - 1) Graduation Toolkit
 - 2) CTE Pathways
 - d. The Texas Workforce Commission provides tools to assist with career selection and education planning at https://twc.texas.gov/students.

Metrics associated with the state dual credit goals, such as students' future college enrollment and success, will be tracked by MCC's Office of Institutional Research and Effectiveness.

IV. Eligible Courses

- 1. Courses approved for MCC Dual Credit for a high school student must be foreign language, in the MCC core curriculum, in a state-approved Field of Study curriculum, in
- 2. the WECM, or an ACGM course with one of the following rubrics: ACCT, AGRI, ARCH, BCIS, BUSI, COSC, CRIJ, ENGR, ENGT, FORE, FORS, HORT, RNSG. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85, (i)(2)]
- 3. Courses approved for dual credit for a high school student must be applicable to a college certificate or degree.
- 4. This agreement does not apply to MCC Continuing Education courses.
- 5. High school students may not audit college credit courses at MCC.
- 6. See Appendix A for the crosswalk of MCC courses accepted by the ISD with the corresponding high school course information. The ISD may add courses to be articulated for credit to the crosswalk by submitting an addendum to this agreement at any time during the academic year.
- 7. See Appendix B for course sequences and/or degree plans applicable to dual credits students from the ISD.

V. Student Eligibility

- 1. High school students must meet all eligibility requirements set forth in the THECB Rules.
- 2. Eligible students may first enroll in dual credit courses in the fall semester of grade nine (9).
- 3. Eligibility for High School Pathways courses/programs ends six (6) weeks prior to high school graduation. High school seniors who elect to enroll in a minimester course immediately prior to high school graduation will enroll in the course using the process established for a non-dual credit student.
- 4. McLennan Community College requires that dual credit students:
 - a. have the written approval of the high school principal or counselor, parent or guardian, and a Dual Credit specialist at MCC; and
 - b. unless otherwise exempt, score a 351 or above on the reading section of the TSI Assessment or 945 on the TSI Assessment 2 ELAR multiple choice test or overall passing score on the TSI Assessment 2 ELAR section to qualify for academic courses and workforce courses contained in an AAS or workforce Level 2 certificate;
 - c. satisfy the prerequisites of the desired course and/or program, including collegeready scores on additional sections of the TSI Assessment relevant to the requested course or program.

MCC **recommends** high school students score 347 on the reading section of the TSI Assessment or 945 on the TSI Assessment 2 ELAR section before enrolling in

workforce education dual credit courses contained in a Level 1 certificate program, or a program leading to a credential of less than a Level 1 certificate.

5. All dual credit students must meet the testing and placement guidelines stipulated in the MCC catalog, the THECB rules, the Texas Education Code, and the Texas Administrative Code.

A high school student is eligible to enroll in academic dual credit courses or workforce dual credit courses contained in an AAS or Level 2 certificate if the student:

- a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI); or
- b. demonstrates that he or she is exempt under the provisions of TSI.

A high school student is also eligible to enroll in dual credit courses (academic; workforce courses for AAS or Level 2 certificates) under the following conditions:

- a. Courses that require demonstration of TSI college readiness in reading and/or writing: if the student achieves score of 4000 on the English 2 STAAR EOC, an EBRW score of 460 on the PSAT/NMSQT, or an English score of 435 on the ACT-Aspire.
- b. Courses that require demonstration of TSI college readiness in mathematics: if the student achieves a score of 4000 on the Algebra I STAAR EOC and a passing grade in the Algebra II course, a mathematics score of 510 on the PSAT/NMSQT, or a mathematics score of 431 on the ACT-Aspire.

To be eligible for enrollment in a dual credit course offered by McLennan Community College, students must meet all regular prerequisite requirements designated for particular courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (b)]

- 6. Prospective high school students must complete the MCC admission process prior to registration. Students must also submit a recent Bacterial Meningitis Shot Record (within the past five (5) years) if scheduling a course on the MCC campus.
- 7. Each semester, prospective high school students must submit an MCC High School Pathways Schedule Request approved by the high school counselor or principal. The Schedule Request must be on file at MCC at the time of registration. The Schedule Request is available through the MCC High School Pathways online enrollment portal.
- 8. High school students will complete the online High School Pathways Orientation prior to registration for the first dual credit course at MCC. As required by law, students will also complete Title IX training prior to registration for the second semester of coursework.
- 9. High school students taking MCC courses for dual credit will be treated as college students. It is expected that high school students taking MCC courses as dual credit will conduct themselves as college students. A collegiate classroom environment is expected. Controversial material may be addressed. The level of maturity of the high school student

should be one of the criteria considered by high school officials prior to approving individuals for enrollment.

- 10. Dual credit students with less than a 2.0 grade point average (GPA) in MCC courses after completion of six (6) credit hours will be suspended from the program. MCC enrollment may resume after completion of the high school diploma or upon approval by MCC of a dual credit suspension appeal.
- 11. Dual credit students who have three (3) or more withdrawals on their college transcript will be suspended from the program. MCC enrollment may resume after completion of the high school diploma or upon approval by MCC of a dual credit suspension appeal.
- 12. The awarding of high school credit for graduation and/or weighted grades on the high school transcript will be at the discretion and approval of the ISD.

VI. Financial Aid for Swift Transfer (FAST) and Dual Credit Costs

MCC participates in the FAST program, a state program for dual credit financial aid. MCC and the ISD agree to the following in support of the FAST program with the intent to accelerate college completion for economically disadvantaged dual credit students.

- 1. Students are eligible for benefits under the FAST program if they:
 - a. are enrolled at a Texas public or charter school;
 - b. are enrolled in an eligible dual credit course included in the annual dual credit agreement between MCC and the ISD; and
 - c. were qualified for the national free/reduced-price lunch program in any of the four school years prior to the academic year in which they enroll in the dual credit course.
- 2. FAST-eligible students will incur no cost for eligible dual credit coursework.
- 3. Responsibility for dual credit costs will be assigned as follows.

MCC

- a. MCC will waive dual credit tuition and fees for FAST-eligible students.
- b. Computers and Internet connection are provided for all MCC students in the MCC library and other publicly-accessible areas on campus. Devices may be available for check-out on a first-come, first-served basis. These resources are available for FAST-eligible dual credit students in need of such resources.

ISD

- a. The ISD will provide textbooks and/or required dual credit course materials for FAST-eligible students in the district.
- b. ISDs may provide access to technology, including computers and Internet access, to FAST-eligible students at their discretion.

Student or ISD

- a. For non-FAST eligible students, dual credit tuition, fees, textbooks, course materials, and/or computer/Internet access will be the responsibility of the student *unless* the ISD elects to cover the expenses for the non-FAST students.
- b. Transportation to/from the MCC campus will be the responsibility of the ISD or the student for any dual credit student/course.

c. Meals for any dual credit student on the MCC campus will be the responsibility of the ISD or the student.

4. Dual Credit Tuition Rate

- a. MCC will adopt the maximum dual credit tuition rate set annually by the FAST program for all dual credit students.
 - i. The maximum dual credit tuition rate is set by the state and is subject to adjustment each academic year.
 - ii. The rate as of February 2024 is \$55 per semester credit hour.
- b. Non-FAST students will be assessed the following course fees: General Services fee, Facilities fee, and any required course fee such as a lab fee.
 - i. As of February 2024, the General Services and Facilities fees total \$16 per semester credit hour.
 - ii. The anticipated total tuition/fee rate for non-FAST students as of February 2024 is \$71 per semester credit hour (\$55 tuition + \$16 fees).
- c. The Non-FAST tuition/fee billing rate applies to non-FAST public/charter students, all private school students, and all homeschool students.
- 5. To ensure accurate and timely exchange of information necessary to allow FAST-eligible students to enroll in dual credit costs at no expense:
 - a. MCC will provide the district/charter school with a list of their applicants to the dual credit program prior to the beginning of the fall, spring, and summer 1 semesters.
 - b. The district/charter school will supply to MCC for all dual credit applicants the TSDS number and the expected eligibility for the FAST program based on qualification for the national free/reduced lunch program during the four academic years prior to the dual credit course enrollment.
 - c. The district/charter school will provide to MCC the name and contact information for the person or office responsible for the FAST-eligible textbook/course material bill.
 - d. The MCC Business Office will bill the district/charter school directly after the start of each semester for FAST-eligible textbook/course material costs assessed on the MCC student bill, to include IncludEd (inclusive access) textbook charges.
 - e. The district/charter school will establish an account with the MCC bookstore or make other arrangements to supply textbooks/course materials not addressed on the MCC bill to FAST-eligible students.
- 6. Early Admission Courses (college credit only)
 - a. Early admission courses will be billed at the dual credit tuition rate.
 - b. All students will be responsible for the cost of textbooks, course materials, and technology needs for early admission courses.
 - c. MCC will waive early admission tuition/standard fees for FAST-eligible students enrolled in the dual credit program.

7. Open Educational Resources

a. MCC will consider the use of free or low-cost open educational resources for courses as may be deemed appropriate by the faculty member and MCC.

VII. Student Composition of Class

1. Dual credit courses will be composed of dual credit students only or of dual and college credit students.

VIII. Instructional Calendar

- 1. Both MCC and the ISD will maintain their own instructional calendars, to begin in August/September and continue through May/June.
- 2. Students who are enrolled in courses meeting on the MCC campus will be expected to attend classes even when the ISD is not in session. Issues of transportation will need to be addressed and resolved by the student and/or ISD. MCC will not be required to provide transportation.
- 3. Students enrolled in online dual credit courses will be expected to participate regardless of the ISD calendar.
- 4. In situations involving dual credit courses on a high school campus, schedule conflicts between the institutions, including ISD holidays and dates of state-mandated testing, will be resolved on a case-by-case basis, but in all instances the contact time for the college course will be maintained either by an additional course meeting or other solution acceptable to both MCC and the ISD.

IX. Faculty Selection, Supervision and Evaluation

- 1. As required by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), MCC controls all aspects of its educational programs. Each educational program for which academic credit is awarded is approved by the faculty and the administration. MCC will maintain qualified faculty who demonstrate the ability to deliver college-level course content with high quality and effectiveness.
- 2. In order to serve as an instructor of record at MCC, for freshman and sophomore level courses designed for transfer to a baccalaureate degree, faculty should have a minimum of a master's degree with at least 18 graduate hours in the discipline in which they are teaching. In appropriate areas, work experience, professional licensure, and certification are also considered. Degrees and graduate credit hours held by faculty members, whether full time or part-time, must have been earned at a U. S. regionally accredited institution. [SACSCOC, Principles of Accreditation, 3.7.1]
- 3. In order to serve as an instructor of record at MCC, for associate degree courses designed to prepare students specifically for employment in career and technical areas, instructors should have a minimum of three (3) years of experience in the field, appropriate certification or professional licensure, and educational background and credentials at the same level as or higher than the certificate or degree being awarded in the program. Degrees and graduate credit hours held by faculty members, whether full time or parttime, must have been earned at a U. S. regionally accredited institution. [SACSCOC, Principles of Accreditation, 3.7.1]

- 4. ISD faculty hired by MCC to teach dual credit courses at the high school site will follow the same application and screening procedures as adjuncts hired to teach at the MCC campus. Employment will only be awarded after approval by the appropriate division or program chair.
- 5. MCC shall evaluate instructors of college courses offered for dual credit using the same or comparable procedures used for faculty teaching at the MCC campus. Faculty teaching courses for dual credit shall comply with MCC's standards of instruction and policies. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [SACSCOC, Principles of Accreditation, 3.7.2]

When such evaluations include classroom observation, the ISD will provide access to the classroom in question to the appropriate MCC personnel. The MCC personnel will be expected to comply with the standard ISD visitor screening process.

MCC classroom observations of ISD faculty hired to teach dual credit courses at the high school are separate and distinct from observations made by the ISD for the purposes of district evaluation and employment. ISD observations will be conducted according to district policy with the understanding that 1) the college classroom should experience minimal disruption and 2) the course content, assessment methods, texts, and materials are approved by MCC and may not be altered at the discretion of the ISD.

- 6. The appropriate representatives of the MCC academic department will evaluate the performance of faculty teaching college courses offered as dual credit. Included in this evaluation will be a determination of how well the faculty member performs in achieving the desired learning outcomes. Additionally, the evaluation will include a review of performance on the items delineated in Section VI, item 9. The evaluation will be forwarded to the Vice President of Instruction for a decision regarding continued employment as an adjunct instructor for dual credit courses. In the event it is determined that a faculty member employed by the ISD will not be granted continued employment, the ISD will be informed in a timely manner. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [SACSCOC, Principles of Accreditation, 3.7.2]
- 7. MCC will pay ISD faculty members hired to teach dual credit courses at the high school site in the same manner as other adjunct employees of MCC.
- 8. The MCC Division Chair of the program area oversees instructional content for college courses taught for dual credit. All course content, learning outcomes, and instructional objectives will be consistent with courses taught on the MCC campus. All instructors must have a syllabus that incorporates instructional objectives and intellectual competencies posted on the MCC website, by the MCC deadline.
- 9. Faculty teaching college courses for dual credit are expected to carry out the following:
 - a. Teach assigned courses, with the same level of rigor of a regular college course, according to approved course syllabi and learning outcomes associated with course. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)]

- b. Provide each student with a syllabus/class outline that explains the expectations of the instructor, learning outcomes, attendance policy, cheating policy, and other information needed by the student (Examples: timelines, required class materials, outside assignments, course pre-requisites, etc.).
- c. Check student enrollment in the course. If a student's name does not appear on the MCC class roll, the student may not attend class. If a student's name does not appear, the student should be instructed to contact the MCC High School Pathways Office to complete the enrollment process.
- d. Arrive on time for classes or notify the High School Pathways Office and the high school as early as possible of an inability to meet a class.
- e. Submit an instructor absence form to the division director to document each absence.
- f. Maintain control of the class. If there is a discipline problem that requires immediate attention, contact the administrator in charge on that campus. Additionally, report any serious classroom discipline issues to the MCC Conduct Office, the High School Pathways Office, and the high school administrator.
- g. Submit Textbook Request Forms to the appropriate academic department for each course taught every semester, by the MCC deadline.
- h. Keep class record books, lesson assignments, and other necessary materials or equipment available for substitute instructors.
- i. Submit all required class rosters, student grade reports, and required documentation, by MCC deadlines.
- j. Maintain accurate attendance records for all classes.
- k. Assign both an alphanumeric *and* numeric grade for each dual credit student. MCC grades will be submitted through the WebAdvisor system.
- 1. Maintain a copy of grade books for each dual credit class at the high school. If MCC personnel need to review grade books, the High School Pathways Program Director and/or the appropriate Division Chair will request and receive a copy at that time. Detailed records should be saved for one (1) calendar year following the end of the course. If employment with MCC ends, records for the previous year should be submitted to the appropriate Division Chair.
- m. Maintain a Brightspace course shell for each section taught, to include at minimum professor contact information, a course syllabus, grade book, and attendance records.
- n. Check MCC email on a regular basis for information on deadlines, reporting, grades, etc. This is one form of official communication from the college.

- o. Attend faculty meetings and other special meetings called by the High School Pathways Office, Division Chair, Dean of Arts and Sciences, Dean of Health Professions, Dean of Workforce & Public Service, Vice President of Instruction, or the President, when possible.
- p. Direct students seeking accommodations for disabilities to the MCC Accommodations Coordinator for appropriate action. The instructor should not give opinions about disabilities or provide accommodations for disabilities prior to receiving appropriate direction from the MCC Accommodations Coordinator.
- q. Provide the institution with an updated Curriculum Vitae, which includes educational history.
- r. Keep the High School Pathways Office informed regarding matters affecting the welfare of students, faculty, and MCC.
- s. Participate in evaluation procedures in relation to the above stated requirements under this agreement. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [SACSCOC, Principles of Accreditation, 3.7.2]
- 10. The ISD shall perform criminal background checks as required by applicable law on all persons teaching dual credit courses that are not paid directly by MCC. The ISD is responsible for ensuring that all such individuals have met acceptable standards under such background checks.
- 11. MCC is responsible for criminal background checks as required by applicable law on all persons teaching dual credit courses that are paid directly by MCC. MCC is responsible for ensuring that all such individuals have met acceptable standards under such background checks.
- 12. As with all MCC instructors, faculty teaching courses offered for dual credit who are also employed by the ISD are subject to MCC policies, rules, and regulations. Faculty employed by the ISD will be required to meet the same teaching expectations as other faculty at MCC, expectations delineated in Section VIII, item 9.
- 13. Faculty teaching courses offered for dual credit who are also employed by the ISD will be required to participate in a minimum of four (4) hours per year of MCC professional development activities, activities such as MCC Professional Development Day, Dual Credit Faculty Seminar, and courses offered through the MCC Center for Instructional Design. For purposes of this agreement, the year shall run from the Fall semester through the end of the Summer 2 semester.

X. Location of Classes

1. Dual credit courses may be taught on the college campus or on the high school campus, or by distance education, including Internet delivery and/or blended courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (c)]

2. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, McLennan Community College complies with applicable rules and procedures for offering courses at a distance. In addition, dual credit courses taught electronically comply with the THECB's Principles of Good Practice for Courses Offered Electronically.

XI. Transcription of Credit

For dual credit courses, high school as well as college credit should be transcripted immediately upon a student's completion of the performance required in the course. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (h)]

XII. <u>Academic Policies</u>

- 1. All academic policies applicable to courses taught on MCC campuses shall apply to dual credit high school students enrolled in face-to-face campus, distance education, and courses, as outlined in the MCC policies and catalog. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(1)]
- 2. Students violating MCC policies relating to academic integrity will be subject to the consequences described in the course syllabus and the relevant MCC policies. Such violations will also be reported to the ISD, but college policy and consequences will have precedence in these situations.

XIII. Student Services

- 1. Students taking college classes for dual credit may utilize the same services that are available to other MCC students. MCC is responsible for ensuring timely and efficient access to such services as academic advising, learning materials (e.g., library resources), and other services for which the student may be eligible. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(2)]
- 2. Dual credit students are entitled to access online tutoring or face-to-face tutoring at no cost to the student.
- 3. Students seeking 504-type accommodations for dual credit courses will arrange for those services through the MCC Accommodations/Disability Services office. For details, please visit http://www.mclennan.edu/disability/.
- 4. Dual credit students 17 years of age will have access to mental health counseling on the MCC campus with parental consent. Dual credit students 18 years or older will not require parental consent for counseling services through MCC. Requests for mental health counseling made by students younger than 17 will be referred to the respective school counselor or behavioral intervention specialist for mental health counseling.
- 5. One ISD employee per high school campus will be designated as a facilitator for dual credit students. The facilitator will maintain familiarity with MCC resources and services and assist in guiding dual credit students to those services.

- 6. College Advising and Degree Plans:
 - a. Academic advising for MCC dual credit courses will be the responsibility of the High School Pathways Advisor, currently Ms. Abby Valenta. The High School Pathways Advisor may directly advise dual credit students or coordinate advising for students with other MCC academic advisors.
 - b. The ISD counselor will be responsible for advising ISD students on the alignment between the college and ISD courses, for coordinating advising sessions with the MCC advisor, and for referring students to MCC academic advising when made aware a student's college plans may not align well with the ISD dual credit course plan. The counselor will also be responsible for academic advising for high school coursework, endorsements and high school graduation.
 - c. Dual credit students are required by state regulation to file a degree plan with the college no later than the end of the regular semester following the semester in which the student earned a cumulative total of 15 or more semester credit hours. Students entering MCC's dual credit program with 15 or more semester credit hours must file a degree plan by the end of the student's first regular semester at MCC. To satisfy the state requirement:
 - 1) High school students will select an initial program of study (degree plan) as part of the MCC admission process for the dual credit program.
 - 2) Programs of study will be updated as necessary following mandatory college advising meetings.
 - 3) Students who do not file a degree plan in accordance with state policy shall be notified the degree plan is required by law and will be required to meet with an MCC academic advisor in that same semester to select a degree plan.
 - 4) Students may not obtain an official transcript from MCC until the degree plan is filed.
 - d. Dual credit students who adhere to the MCC Transfer Block, detailed below, will be permitted to enroll without a mandatory college advising visit. However, students are encouraged to seek college advising each semester.

Dual Credit Transfer Block

Pre-approved dual credit courses for students seeking an AA, AS, or bachelor's degree from a Texas public institution.

- EDUC 1300
- Choose 1: ARTS 1301, DRAM 1310, MUSI 1306
- HIST 1301 and 1302
- Choose 1*: ECON 2301, PSYC 2301, SOCI 1301
- ENGL 1301 and 1302
- GOVT 2305 and 2306
- SPCH 1315

*Check college degree plan or seek college advising to determine best course for a specific degree plan.

- e. Dual credit students who request a course not included in the Transfer Block, who plan to attend a private or out-of-state institution, or who have plans other than completion of an AA, AS, or bachelor's degree should meet with an MCC advisor at least once per semester prior to registration:
 - 1) to verify the correct degree plan/program of study has been registered at the college;

- 2) to ensure course selection is consistent with the selected degree plan; and
- 3) to discuss potential transition to a four-year institution of the student's selection.
- f. Students will be advised for dual credit courses based on self-identified career and educational goals. Students should not enroll in courses not appropriate for those identified goals, particularly in courses unlikely to transfer to the student's intended future college.
- g. MCC does not recommend students enroll in more than six (6) semester credit hours the first semester of dual credit.
- h. MCC recommends that dual credit students with an MCC GPA below 2.5 reduce the MCC course load in order to focus on fewer courses with the goal of raising the overall college GPA.
- i. High school counselors are encouraged to participate in advising sessions with their students.
- j. Advising sessions may be scheduled on the high school campus, on the MCC campus, or online via video conference.
- k. Advising notes will be maintained in the MCC system for each student for future reference.
- 1. Common terminology:
 - 1) Applicable toward a degree: Refers to a course that will transfer to a school and apply toward a specific degree plan.
 - 2) Core curriculum: A basic set of course options required of all students at a particular institution; commonly refers to the Texas state core curriculum.
 - 3) Course transfer: Refers to whether or not a course will be accepted by another institution of higher education. It is possible for a course to transfer as an elective but not apply toward a specific degree plan.
 - 4) Degree plan: A detailed set and sequence of courses leading to a specified degree in a major.
 - 5) Maximum time frame: A government stipulation that financial aid will only pay for 150% of coursework toward a post-secondary credential. Dual credit coursework applies toward this limit.
 - 6) Satisfactory progress: A government requirement that high school graduates maintain a 2.0 or higher GPA and complete 67% or more of attempted courses to remain eligible for state/federal financial aid. Dual credit coursework may impact this status after high school graduation.

XIV. Student Conduct

- 1. Dual credit students will be subject to MCC student conduct rules, policies and procedures as set forth in the MCC *Highlander Guide* (Student Handbook) while on the MCC campus and/or while in attendance at MCC classes. Students may also be subject to ISD student conduct policies as determined by the ISD.
- 2. Failure to comply with MCC conduct policies may result in dismissal of the student from MCC courses.
- 3. MCC and the partner ISD will cooperate in disciplinary issues to the extent possible. When not possible, each institution may impose separate student penalties according to its own policies and practices in matters related to discipline and academic integrity.

- 4. Disciplinary issues will be reported and addressed according to published college policy. ISD employees who are not also employed by MCC may contact the MCC Conduct Office or the High School Pathways office for guidance in reporting an issue.
- 5. The ISD will notify MCC of student behavioral issues that would impact a dual credit course, particularly in regards to matters concerning student safety. Please refer to section XXVIII Campus Assessment Response and Evaluation (C.A.R.E.) for *safety* purposes.
- 6. In the event ISD disciplinary measures prevent a dual credit student from attending an MCC course, the student, ISD, and MCC will consult regarding possible outcomes. If the student's absences will exceed 25% of course meetings, and if no satisfactory alternative can be found, the student will be withdrawn from the MCC course for disciplinary reasons.
- 7. In the event a conduct or academic-integrity-related visit to the high school is needed, the ISD will facilitate a meeting between the student(s) in question and the appropriate MCC personnel. The MCC personnel will be expected to comply with the standard ISD visitor screening process.

XV. Course Curriculum, Instruction, and Grading

- 1. The MCC Division Chair of the program area oversees instructional content for college courses taught for dual credit.
- 2. MCC shall ensure that a college course offered for dual credit at the high school and the corresponding course offered at the College are equivalent with respect to the curriculum, contact hours, course maximum, materials, instruction, and method/rigor of evaluation of student performance, regardless of student composition of the class. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)]
- 3. All MCC instructors must have a syllabus on file which incorporates the policy and procedure for learning outcomes, grading policies, and disability services.
- 4. Instructors shall follow MCC grading policies for awarding college credit.
- 5. Faculty will participate in providing information for the assessment of student learning outcomes as required by the Southern Association of Colleges and Schools Commission on Colleges. This includes, but is not limited to, the submission of summary scores/data where such information is needed for evaluating departmental success and the submission of student work for secondary evaluation by the division to ensure that relevant learning outcomes are achieved in any given course.

XVI. Grade Reports

- 1. MCC will provide grade reports for dual credit students each semester following the conclusion of the final exam period.
- 2. Grades will be reported via an unofficial college transcript that provides information regarding courses, letter and numeric grades, and cumulative GPA.

- 3. A minimum of two progress reports will be provided by MCC during each fall and spring semester for dual credit students. Reports will be sent to the high school counselor or designated dual credit contact for the ISD.
 - a. Grade reports are compiled through an automated process that queries the Brightspace gradebook for each course. Grade reports may not be accurate for certain students/courses if course assignments are in process of being graded.
 - b. MCC recommends that high school counselors complete an academic wellness check with any student identified as having a low course grade to verify student status in a course.

XVII. Transfer of Courses

McLennan Community College is fully accredited by the SACSCOC, and basic academic, general education courses are readily transferable to other public institutions of higher education in Texas. However, since each college has its own policy regarding the transferability of courses, students are strongly advised to check with the college they plan to attend after high school, other than MCC, in order to determine the transferability of MCC courses.

CTE/Workforce education courses are not designed for transfer beyond the community college level. However, programs exist at some universities that allow these courses to be applied directly to baccalaureate degree requirements. Students are encouraged to check with prospective universities concerning programs such as the BAAS, BAT, and other similar programs.

XVIII. Academic Regulations

- 1. An MCC class minimum of fifteen (15) students is deemed necessary for a dual creditonly course section. Any exceptions will be approved by the Vice President of Instruction.
- 2. MCC courses offered as dual credit, regardless of where they are taught, follow the same college calendar, syllabus requirements, course outline, grading procedure, and other instructional and evaluative policies and procedures. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(1)]
- 3. The Texas Education Code and SACSCOC do not allow for outside influence on college grading systems.
- 4. Letter grades are given in accordance with policies printed in the college catalog. Whenever possible, numerical grades will be provided to the high school counselor by the High School Pathways Office. Dual credit grades will be provided to the ISD each semester the week following final exams.
- 5. In the event of a grade dispute, the MCC policy for grade appeals will be followed. Please see the MCC catalog and/or the *Highlander Guide*.
- 6. Per MCC policy, students who do not participate in a course by the census date will be dropped from the course by the professor.

7. Dual credit students may withdraw from a course and receive a grade of "W" at any time during the semester on/prior to the MCC official withdrawal deadline specified in the College Calendar located in the class schedule or catalog. After the MCC official withdrawal deadline, dual credit students will follow published MCC policy in regards to withdrawing from courses and the grade recorded for such courses. It is the student's responsibility to officially withdraw from a course or verify that the instructor initiated the withdrawal procedure.

XIX. Attendance and Funding

- 1. Students enrolled in college credit courses will follow current MCC attendance policies. Attendance will be taken at MCC based on the published College Attendance Policy.
- 2. State funding for college courses offered for dual credit will be available to both the ISD and MCC based upon current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (i)(1)]

XX. <u>Classroom Facilities and Technology</u>

- 1. The ISD agrees to provide MCC faculty and dual credit high school students with the facilities and technology necessary to support a college learning environment.
- 2. The high school or ISD will ensure MCC faculty and the dual credit students have access on ISD devices and through ISD Internet service to MCC email, Brightspace, Zoom, WebAdvisor, the MCC Library, and other software programs approved by MCC for campus-wide use.
- 3. Dual credit students regularly need access to devices capable of running online exam monitoring programs and devices and/or Internet access unrestricted by the ISD internet filter. In addition, some courses may require audio or video recording capability. Such access is vital for academic integrity measures, Internet-based course materials, research, and course projects. Student resources are available on the MCC campus to fulfill such needs should the student choose to implement them.
- 4. MCC recommends the ISD assign students enrolled in online dual credit courses to a computer lab with a facilitator for at least one class period per day.

XXI. <u>Data Sharing</u>

Student records transferred between MCC and the ISD shall remain the sole property of the institution that created the records. Data that is transferred must be used consistent with the Family Educational Rights and Privacy Act (FERPA), HIPAA, and ISD and MCC policies and procedures for managing student education records and other confidential information.

The Parties expressly understand that MCC and the ISD are subject to the requirements of the Texas Public Information Act. In the event that any student records must be released pursuant to state or federal law, as determined by a court or administrative agency with jurisdiction over the matter, the Parties shall continue to treat a confidential any student records received or created

under this Agreement except to the extent specifically required by the court or administrative order. The Parties shall mark as "CONFIDENTIAL" all records that are released.

Additional details related to data sharing are specified in a separate, data sharing section of this agreement.

XXII. Indemnity and Liability

- 1. To the extent allowed by law, the ISD does hereby agree to defend, indemnify, and hold harmless MCC, its Board of Trustees, agents, employees, and representatives, from and against any and all causes of action, claims, liabilities, debts, or judgments arising from or related to: (1) the actions or omissions of ISD instructors provided under this Agreement; or (2) the actions or omissions of any employee, agent, instructor, or anyone else acting on behalf of the ISD in the performance of this Agreement.
- 2. To the extent permitted by applicable law, the ISD assumes all liability related to or arising from the acts and/or omissions of its employees, contractors, agents, or representatives related to this Agreement or the dual credit program.

XXIII. Force Majeure

Neither Party hereto will be liable or responsible to the other for any loss or damage, or for any delays or failure to perform (other than the performance of payment obligations), due to causes beyond either Party's reasonable control, including but not limited to acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion or hostilities (whether war is declared or not); terrorist threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; telecommunication breakdown or power outage; and/or any other circumstances of like character. Should performance of any obligation (other than any payment obligations) created under this Agreement become illegal, impossible, impracticable, not reasonably possible, or if a Party is otherwise prevented or hindered from complying by a force majeure incident as described in this section or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice as soon as practicable (within 45 days) following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

XXIV. Miscellaneous

- 1. Both parties agree to have a spirit of cooperation and to endeavor to provide a positive collegiate-level experience for those high school students with the maturity and academic preparation to be successful in college-level courses.
- 2. All policies and requirements set forth herein are subject to the THECB Rules, and, in the event of conflict, the THECB Rules govern and apply. [TAC 19, Part 1, Chapter 4,

Subchapter D, §4.85, (i)(2)]

- 3. This Agreement may only be modified in writing signed by both parties.
- 4. This Agreement will become effective on the date the last party executes it and will remain in effect until either party decides to terminate same. Either party may terminate this Agreement without cause by giving the other party notice in writing at least thirty (30) days before the beginning of the first day of the MCC semester or ISD semester, whichever is earlier.
- 5. Nothing herein shall waive the parties' immunity to suit or liability as established by applicable law.
- 6. The parties to this Agreement are not in a joint venture, partnership, or otherwise.
- 7. This Agreement shall be governed by the laws of Texas.
- 8. All parties to this Agreement agree to abide by and comply with all applicable laws regarding student privacy including, but not limited to, FERPA.
- 9. Notwithstanding anything to the contrary in this agreement, MCC acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any defenses available to the ISD under applicable law, including, without limitation, any statutory or governmental immunity from suit and liability.
- 10. MCC is aware and acknowledges that the ISD (a public entity) is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the agreement, which may include those terms and conditions relating to: liens on the school property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidential information. Terms and conditions relating to these limitations will only be binding on the school to the extent permitted by the constitution and the laws of the state of Texas.
- 11. The signatures below indicate and represent that the governing boards of both MCC and ISD have approved this Agreement.

XXV. Other Agreements with the ISD

This agreement does not apply to MCC Continuing Education courses offered in the ISD, nor other agreements between MCC and the ISD. MCC and the ISD will have a separate and distinctive agreement for MCC Continuing Education courses offered to ISD students.

XXVI. Accommodations/Disabilities

Dual credit students who may require accommodations in order to have proper access to meet course requirements due to a documented disability should contact MCC Accommodations (Disability Services) as soon as possible. Students will be required to complete the registration form in WebAdvisor, submit documentation for the diagnosed disability, and meet with the Accommodations Coordinator. Faculty and the student will receive an email confirming all accommodations. Faculty may also review accommodations by accessing their roster via WebAdvisor, and students may review their accommodations under the My Accommodations Plan in WebAdvisor. Please note that instructors are not required to provide classroom accommodations to students until appropriate verification from Accommodations (Disability Services) has been provided. Note also that accommodations may differ between the high school and college, and only ADA accommodations authorized by the college will be implemented in dual credit courses. For additional information, please visit melennan.edu/disability.

Students with questions or who require assistance with disabilities involving physical, classroom, or testing accommodations should contact:

Accommodations (Disability Services)
disabilities@mclennan.edu
254-299-8122

Student Services Center Room 319

MCC policies related to accommodations will apply to students enrolled in dual credit courses. In appropriate circumstances, MCC and the ISD may collaborate to provide accommodations to dual credit students.

XXVII. Title IX

MCC cares about student safety and values an environment where students and instructors can successfully teach and learn together. Individuals who would like to report an incident of sexual misconduct are encouraged to immediately contact the Acting Title IX Coordinator at titleix@mclennan.edu or by calling Dr. Claudette Jackson (Director, Title IX/Accommodations) at (254) 299-8645. Individuals also may contact the MCC Police Department at (254) 299-8911 or the Student Counseling Center at MCC by calling (254) 299-8210. The MCC Student Counseling Center is a confidential resource for students. Note: Disclosures by students under 18 years old may be subject to mandated reporting requirements related to minors' safety and/or releases to parents/guardians.

McLennan's Title IX webpage (http://www.mclennan.edu/titleix/) contains more information about definitions, reporting, confidentiality, resources, and what to do if someone is a victim of sexual misconduct, gender-based violence or the crimes of rape, acquaintance rape, sexual assault, sexual harassment, stalking, dating violence or domestic violence.

In the event a Title IX-related visit to the high school is needed, the ISD will facilitate a meeting between the student(s) in question and the appropriate MCC personnel. The MCC personnel will be expected to comply with the standard ISD visitor screening process.

XXVIII. Campus Assessment Response and Evaluation (C.A.R.E.)

The mission and purpose of C.A.R.E. at MCC is to promote the overall safety of its students and college community and will address situations in which a student may be of harm to self or others. C.A.R.E. will reach out to students of concern to assess the level of risk stratification in order to triage appropriately by: developing strategies for reducing various risk(s), implementing strategies, and monitoring the student's circumstances to ensure safety for both students and MCC campus as needed.

In the event that a dual credit student is referred to C.A.R.E. by an ISD employee due to concerns of safety, MCC C.A.R.E. shall:

- a) Contact the dual credit student to introduce program and explain the role of a C.A.R.E. Case Manager, what to expect (including privacy to the extent possible), and information about eligibility and length of services.
- b) C.A.R.E. Case Manager will screen and assess concerns and will;
- c) Work with the dual credit partner to determine appropriate actions and support the dual credit partner as necessary and needed to ensure students safety and that of the MCC campus community.

In the event that a dual credit student is referred to C.A.R.E. by an MCC employee due to concerns of harm-to-self or others, MCC C.A.R.E. shall:

- d) Contact Educational Partnerships to determine the dual credit partner point of contact.
- e) Contact the dual credit partner point of contact and inform them of the student of concern and related concerns.
- f) Work with the dual credit partner to determine appropriate actions, and support the dual credit partner as necessary and needed to ensure students safety and that of the MCC campus community.

McLennan's C.A.R.E. Team webpage (https://www.mclennan.edu/care/) contains further information about its mission and purpose, team members, and instruction on when and how to refer students, what to look for, and what to do if you have concerns about a student's ability to keep themselves and others safe. To refer a student or discuss concerns, the C.A.R.E. Case Manager, Lacey Fitch-Onracek, can be reach by phone at (254) 299-8204 or by email at lfitch-ondracek@mclennan.edu.

In the event a C.A.R.E. related visit to the high school is needed, the ISD will facilitate a meeting between the student(s) in question and the appropriate MCC personnel. The MCC personnel will be expected to comply with the standard ISD visitor screening process.

XXIX. Non-Discrimination

Neither McLennan Community College nor the School District will discriminate against any individual regardless of race, color, religion, national or ethnic origin, gender, disability, age, veteran status, genetic information, sexual orientation, gender identity, pregnancy, or other legally protected category in its educational programs, activities, or employment as required by Title VI or Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments Act of 1972, and the Age Discrimination Act of

1978.

The following staff member is designated to handle inquiries regarding nondiscrimination policies: Dr. Claudette Jackson, Director, Title IX/Accommodations, 1400 College Drive, 254-299-8645, titleix@mclennan.edu.



College Prep Course Agreement August 1, 2024 – July 31, 2025

MEMORANDUM OF UNDERSTANDING COLLEGE PREP MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES

This Memorandum of Understanding (MOU) is entered into as of the 1st day of August, 2024, (the "Effective Date") between the Gholson Independent School District ("ISD") and McLennan Community College ("MCC").

WHEREAS, The State of Texas mandated via House Bill 5, Section 10 that each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English Language Arts;

WHEREAS, the parties have agreed to enter into a collaborative agreement where students who are deemed not to be college ready per House Bill 5, Section 10;

WHEREAS, the ISD and MCC jointly recognized an opportunity to create seamless pathways for students to enter into college level work in Mathematics and English Language Arts without further remediation;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ISD and MCC, intending to be legally bound, agree as follows:

- 1. <u>Scope of Services</u>. The ISD and MCC agree to collaborate to develop and maintain developmental Mathematics and English Language Arts courses that meet the terms of this agreement as outlined in the Support and Services section of this MOU. The ISD and MCC will communicate regularly to maintain the integrity and evaluate the effectiveness of the program.
- 2. <u>Term.</u> The term of this MOU shall begin on August 1, 2024, and continue for a period of one year. Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.
- 3. Support and Services. The ISD and MCC agree to the following conditions:
 - A. MCC agrees to the following for both the Mathematics and English Language Arts courses:
 - i. To share data and provide feedback regarding student success on entry-level college Mathematics and English Language Arts courses;
 - ii. To train advisors to recognize and honor course(s) on school district transcripts;
 - iii. To ensure that eligible students are counseled directly into college level Mathematics, English Language Arts, and all other courses that require Mathematics and English Language Arts college readiness;

- B. MCC agrees to the following for the college preparatory Mathematics courses:
 - i. To provide Student Learning Outcomes;
 - ii. To provide Instructor Plans (IPs) for the courses being offered;
 - iii. To recommend a Math XL-based product (such as MyMathLab or MyFoundationsLab) for each student enrolled in the course;
- C. MCC agrees to the following for the college preparatory English Language Arts course:
 - i. To provide the Student Learning Outcomes for the Integrated Reading and Writing (INRW 0402) course;
 - ii. To provide the syllabi, including types of essays required (i.e., expository, persuasive, and critical analysis) and the rubrics for grading those essays, including the reading skills assessments required;
 - iii. To recommend use of the McLennan-adopted INRW textbook and the associated online product, Connect, for each student enrolled in the course;
- D. The ISD agrees to the following for both the Mathematics and English Language Arts courses:
 - i. To provide highly qualified instructors for the courses being taught;
 - ii. To identify students who are not college ready as stated in HB 5;
 - iii. To provide professional development and resources required to teach the Mathematics and English Language Arts courses;
 - iv. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;
 - v. To provide curriculum for the course that is consistent with MCC Student Learning Outcomes;
 - vi. To follow the the ISD grading expectations;
 - vii. To administer the relevant portions of the TSI Assessment as the final exam for the year-long course sequences without exception, including the Adult Basic Education (ABE) portions of the TSI Assessment;
 - viii. To provide assistance with college enrollment and financial aid applications;
- E. The ISD agrees to the following for the college preparatory Mathematics course:
 - i. To teach Elementary Algebra during the fall semester and Intermediate Algebra the spring semester;
 - ii. To administer the Mathematics section of the TSI assessment as the final exam, including the Adult Basic Education (ABE) portions of the TSI Assessment;
 - iii. To ensure transferability of the course grade to MCC, the student must have a passing score on the Mathematics section of the TSI Assessment;
- F. The ISD agrees to the following for the college preparatory English Language Arts course:

- i. To teach a course in Integrated Reading and Writing (INRW 0402) that focuses on critical reading and college-level writing, as well as college readiness skills;
- ii. To use the curricular objectives and assignments established by MCC, including grading methods and rubrics for essays, and the particular major reading exams;
- iii. To administer the reading and writing sections of the TSI Assessment as the final exam for the course, including the Adult Basic Education (ABE) portions of the TSI Assessment;
- iv. To ensure transferability of the course grade to MCC, the student must have passing scores on the reading and writing sections of the TSI Assessment.
- 4. <u>Non-Compliance</u>. Notwithstanding any provision herein to the contrary, if MCC does not comply with any part of the MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice from the ISD, this MOU may be terminated immediately upon written notice from the ISD, at the ISD's sole discretion.
- 5. <u>Liability</u>. Neither the ISD nor its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause or action of any person or group arising from (a) the use of district property and/or equipment by MCC and MCC's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) non-compliance with this MOU, or (c) any act, omission, or negligence of MCC, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

Except as may otherwise be provided herein, the ISD makes no expressed or implied warranties of any kind, to the fullest extent permissible under applicable law, the ISD disclaims all warranties, express or implied, including, but not limited to, warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, and delays, except as expressly provided herein or as required by law, under no circumstances shall the ISD be liable for exemplary, special, punitive, consequential, or incidental damages, including, without limitation, lost profits, business revenue, or goodwill due to any cause whatsoever, even if the ISD has been advised of the possibility of such damages.

- 6. <u>Indemnity</u>. MCC and the ISD agree that both institutions shall indemnify, defend, and hold harmless each other as well as past, present, and future trustees, officers, and employees, from and against all claims, demands, causes of action, damages, costs, and expenses, including, without limitation, court costs and reasonable attorney's fees, of any kind or nature asserted by any third party, occurring or in any way incident to, arising out of, or in connection with any acts of MCC's participants, visitors, agents, employees, contractors, invitees, or licensees done in connection with this MOU. Both institution's obligations under this clause shall survive termination or expiration of this MOU.
- 7. <u>Notice</u>. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return

receipt requested, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:

If to the ISD: Heather McCartney

Superintendent Gholson ISD

137 Hamilton Drive Waco, TX 76705

If to MCC: Dr. Johnette McKown

President, McLennan Community College

1400 College Drive Waco, TX 76708

Either party may change such address for notice for the party designated to receive such notice by giving written notice to the other party as provided in this paragraph.

- 8. Relationship of the Parties. It is understood and agreed that MCC is a separate legal entity from the ISD and MCC is not an employee, agent, joint venture, or partner of the ISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the ISD and either MCC or any employee or agent of MCC.
- 9. <u>No Waiver of the ISD's Immunity</u>. The execution of this MOU and the performance by the ISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and the ISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the ISD, its trustees, officers, employees, or agents under federal or Texas laws.
- 10. <u>No Third Party Beneficiaries</u>. Nothing in this MOU shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.
- 11. Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in McLennan County, Texas.
- 12. <u>Entire Agreement</u>. This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU

- and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties of this MOU.
- 13. <u>Severability</u>. In the event that 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 provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 14. <u>Interpretation</u>. The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.
- 15. <u>Changes and Amendments</u>. This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to the incorporated in this MOU.
- 16. <u>Assignment</u>. Neither this MOU nor any rights, duties, or obligations under it shall be assignable by MCC without the prior written acknowledgment and authorization of the ISD. Any attempted assignment by MCC without the ISD's prior written consent shall be void.
- 17. No Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification or any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
- 18. <u>Captions</u>. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- 19. <u>Counterparts</u>. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

20. <u>Non-Discrimination</u>. Neither McLennan Community College nor the ISD will discriminate on the basis of sex, age, handicap, race, color, and national origin in its educational and vocational programs, activities, or employment as required by Title IX, Section 504 and Title VI.

NOTICE: TEXAS COLLEGE BRIDGE PROGRAM

McLennan Community College has signed an MOU with Texas College Bridge and thereby supports compliance with HB 5 in this manner. Student scores from the Texas College Bridge program are delivered directly to the College to be utilized to determine readiness for college courses and to determine appropriate placement. TSIA scores are not necessary to determine college readiness for students who have completed the Texas College Bridge program satisfactorily.

Texas College Bridge is a program separate from the college prep agreement detailed above with a separate memorandum of understanding the district may sign with the state of Texas. Interested districts may find additional information at texascollegebridge.org.



Data Sharing Agreement, Dual Credit and Scholarships Family Educational Rights and Privacy Act (FERPA) August 1, 2024 – July 31, 2025

Section 1.0 Parties

This Data Sharing Agreement for Dual Credit Partnership is entered into by and between McLennan Community College ("MCC") and Gholson ISD ("ISD"). At times, MCC and the ISD are referred to individually as "Party" and collectively as "Parties."

The Contact Information for MCC is: Dr. Londa Carriveau

Director, Educational Partnerships

1400 College Drive Waco, TX 76708

lcarriveau@mclennan.edu

The Contact Information for the ISD is: Stephanie Taylor

Principal, Gholson High School

137 Hamilton Dr. Waco, TX 76705 s.taylor@gholsonisd.net

Section 2.0 Term of Agreement

The term of this Agreement begins upon execution by the last party to sign and ends on July 31, 2024, unless terminated earlier by the Parties. The Parties may extend the term of this Agreement by an amendment signed by the Parties.

Section 3.0 Background and Purpose

The purpose of this Agreement is to document the rights and obligations of the Parties pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99, in order to protect the privacy of students' education records and afford parents and eligible students (i.e., students who are 18 years of age or older or attend an institution of postsecondary education) the right to access student records.

Section 4.0 Data

For the purpose of this Agreement, the definitions of "directory information," "education records," and "personally identifiable information" are set out in 34 C.F.R. § 99.3. The Parties agree and represent that the information shared under this Agreement is narrowly tailored to meet the applicable exceptions set out in Section 5.0, below.

The Parties agree that MCC will share the following data with the ISD.

- 1. An unofficial transcript at the end of each semester for each dual credit student enrolled from the ISD.
- 2. A minimum of two progress reports per semester for dual credit students.
- 3. Attendance data for students from the ISD enrolled in dual credit-only sections, as requested by the ISD.

- 4. Enrollment data for students from the ISD, including course schedule, registration holds, or other impediments to successful registration in a dual credit course at MCC.
- 5. Identification of students identified as eligible for the Financial Aid for Swift Transfer (FAST) program by the state of Texas.
- 6. Notifications of student disciplinary or academic integrity issues that would interfere with participation in the dual credit program.

The Parties agree that the ISD will share the following data with MCC.

- 1. A current high school transcript for each dual credit student upon application for admission to the dual credit program and one updated transcript per academic year thereafter while the student remains active in the dual credit program.
- 2. SAT, ACT, PSAT, Plan, STAAR EOC, or other test scores that may exempt or waive students from the requirement to test as college ready on the TSI Assessment exam.
- 3. The TSDS number for each dual credit applicant and/or other student identifiers required by the state of Texas to verify student eligibility for the state FAST program.
- 4. Identification of dual credit applicants reported to TEA as economically disadvantaged, as indicated by free/reduced lunch status, within the four-year period prior to this agreement.
- 5. Current record of bacterial meningitis vaccination for students enrolling in courses on the MCC campus.
- 6. Notifications of student disciplinary actions or other issues that would prohibit the student from participating in an ongoing dual credit course.
- 7. At the end of each spring semester, names and contact information for the high school juniors in the top 20% of their class, who will be recognized with an MCC academic scholarship.
- 8. If free TSIA preparation is provided to students of the district by MCC, the district will provide to MCC de-identified data showing pre- and post-test results for participating students.

Section 5.0 Applicable FERPA Provisions

5.01 MCC obtained written consent to exchange student records with the ISD. (§99.30)

The Dual Credit Schedule Request form completed and signed by the student each semester includes a notice that the student signature authorizes exchange of educational records between MCC and the student's high school. Copies of completed Schedule Request forms are maintained in the student's MCC digital record.

5.02 The exchange of student education records between MCC and the ISD also falls under an exception to the FERPA written consent rule. (§99.31)

"The disclosure is to officials of another institution of postsecondary education where the student seeks or intends to enroll or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer." (AACRAO 2012 FERPA Guide, pp. 16-17).

Section 6.0 FERPA Confidentiality and Data Governance Provisions

The Parties agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99. Each Party agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student's identity traceable. Each Party agrees that the data shall be treated as FERPA-confidential and in accordance with this Agreement regardless of which Party possesses the data.

The Parties are authorized to use data obtained under this agreement for the purposes of student enrollment, transcription of college and/or high school course credit, and assessment of MCC high school GPA-based scholarship awards.

Section 7.0 General Terms Applicable to All Access

- a. The Parties each individually and collectively represent that under all terms of this Agreement the disclosure of education records is for an education purpose and the access is narrowly tailored to permit disclosure of PII and education records only as essential to carry out the terms of the dual credit and scholarship programs.
- b. Each Party agrees individually that it and its employees and authorized representatives who access information pursuant to this Agreement will use the information only for the purpose(s) expressly authorized under the Agreement and shall not use or disclose the information for any other purpose except by written amendment to this Agreement. This Agreement further expressly prohibits "unauthorized look-ups."
- c. Each Party individually agrees to allow access to PII only to those individuals employed by the ISD with a need to know.
- d. The Parties represent that they will ensure that each individual who is able to access PII is expressly informed of the limitations on the right to access and use the PII. The Parties represent that they will immediately terminate access to PII and have the right to discipline any authorized representative who fails to comply with this Agreement or otherwise violates FERPA.
- e. The Parties represent that they will not redisclose any data or PII governed by this agreement without express permission from the party that provided the original data.

Section 8.0 Breach

Any breach of this Agreement leading to unlawful disclosure of education records or PII that is covered under 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99 constitutes a material breach of this Agreement and constitutes cause for immediate termination by MCC.

Section 9.0 Termination

Either party may terminate this agreement without cause upon fifteen (15)-days written notice. Any unlawful disclosure of information covered by the Agreement, including by data security incident or breach, shall constitute a break of this Agreement and cause for any party to immediately terminate the Agreement, as set out in Section 9.0. Any duty of confidentiality as to FERPA-protected information at any time subject to the Agreement shall survive this Agreement notwithstanding termination of this Agreement.

Section 10.0 Amendment

This Agreement may be modified only by written amendment executed by the Parties hereto. No amendment shall be effective except upon final signature of all parties. This Agreement, and executed amendments hereto, constitutes the final and exclusive agreement of the Parties.

Appendix A: Course Crosswalk for Gholson ISD

The chart below is a complete list of courses accepted as dual credit by the District with the corresponding high school course information. The District may add courses to be articulated for credit by submitting an amendment to this agreement during the academic year.

College Course	College Course Name	MCC Pathway or Credential	High School Course to be Articulated	Amount of HS Credit	High School Endorsement	Course for: Dual Credit, ECHS, PTECH, All
ADTC 4204	Aut Augus sinting	C	A # 4 02500400	4	All	Dual
ARTS 1301	Art Appreciation	Core	Art 1 03500100	1	Endorsements	Credit
BIOL 2401	Anatomy & Physiology I	Core	Anatomy & Physiology 13020600	1	STEM or Multidisciplinary	Dual Credit
BIOL 2404	Anatomy & Physiology (specialized)	Core	Anatomy & Physiology 13020600	1	STEM or Multidisciplinary	Dual Credit
CHEM 1411	General Chemistry I	Core	Chemistry 03040000	1	STEM or Multidisciplinary	Dual Credit
ECON 2301	Macroeconomics	Core	Economics 03310300	0.5	Multidisciplinary, STEM, Business and Industry, Arts & Humanity	Dual Credit
EDUC 1300	Loarning Framoworks	Core	College Readiness & Study Skills 03270100	0.5	All Endorsements	Dual Credit
ENGL 1301	Learning Frameworks Composition I	Core	English III 03220300 OR English IV 03220400 OR Independent Study in English 03221800	0.5	Multidisciplinary, STEM, Business and Industry, Arts & Humanity	Dual Credit

ENGL 1302	Composition II	Core	English IV 03220400 OR Independent Study in English 03221800 (1st time taken) OR Independent Study in English 03221810 (2nd time taken)	1	Multidisciplinary, STEM, Business and Industry, Arts & Humanity	Dual Credit
GOVT 2305	Federal Government	Core	US Government 03330100 OR Special Topics US GOVT 03380002 (1st time taken)	0.5	Multidisciplinary, STEM, Business and Industry, Arts & Humanity	Dual Credit
GOVT 2306	Texas Government	Core	Special Topics TX GOVT 03380002 (1st time taken) OR Special Topics TX GOVT 03380022 (2nd time taken)	0.5	Multidisciplinary, STEM, Business and Industry, Arts & Humanity	Dual Credit
HIST 1301	US History I	Core	Special Topics US History 03340100 (1st time taken) OR Special Topics US History 03380022 (2nd time taken)	0.5	Multidisciplinary, STEM, Business and Industry, Arts & Humanity	Dual Credit
HIST 1302	US History II	Core	US History Since 1877 03340100 OR Special Topics US History to 1877 03380022 (2nd time taken)	1	Multidisciplinary, STEM, Business and Industry, Arts & Humanity	Dual Credit
MATH 1314	College Algebra	Core	Algebra 2 03100600 OR Independent Study (1st time taken) 03102500	1	Multidisciplinary, STEM, Business and Industry, Arts & Humanity	Dual Credit
MATH 1316	Plane Trigonometry	Core	Independent Study 03130500	1	All Endorsements	Dual Credit
MATH 1342	Elementary Statistical Methods	Core	Statistics 03102530	1	All Endorsements	Dual Credit

					All	Dual
MATH 2412	Calculus II	Core	Independent Study 03102501	1	Endorsements	Credit
MATH 2413	Calculus I	Core	Independent Study 03130500 (1st time taken) OR Independent Study 03102501 (2nd time taken) OR Independent Study 03102502 (3rd time taken)	1	STEM	Dual Credit
MATH 2414	Calculus II	Core	Independent Study 03130500 (1st time taken) OR Independent Study 03102501 (2nd time taken) OR Independent Study 03102502 (3rd time taken)		STEM	Dual Credit
MUSI 1306	Music Appreciation	Core	Music Studies, Music Appreciation 03155600	1	Arts & Humanity or Multidisciplinary	Dual Credit
PHIL 1301	Intro to Philosophy	Core	Special Topics 03380002 (1st time taken) OR Special Topics 03380022 (2nd time taken) OR Special Topics 03380032 (3rd time taken)	0.5	Multidisciplinary, STEM, Business and Industry, Arts & Humanity	Dual Credit
PHYS 1403	Stars and Galaxies	Core	Astronomy 03060100	1	STEM or Multidisciplinary	Dual Credit
PSYC 2301	General Psychology	Core	Psychology 03350100	0.5	Multidisciplinary	Dual Credit Dual
SOCI 1301	Intro to Sociology	Core	Sociology 03370100	0.5	Multidisciplinary	Credit
SPCH 1315	Public Speaking	Core	Public Speaking 03240900	0.5	All Endorsements	Dual Credit

APPENDIX B – COURSE(S) OF STUDY

The degree tracks identified below represent the most common credentials sought by the students from the ISD. Students seeking other credentials will select a program and its accompanying degree guide in consultation with an MCC advisor.

Degree plans are initially selected during the admissions process, but any dual credit student may schedule a visit with an MCC advisor to review degree plan selection.

The district may not have approved all of the following courses for dual credit. In such cases, students may complete the remaining coursework after high school graduation to earn the indicated credential.

Transfer Block 2024-2025

The Transfer Block is recommended for dual credit students seeking an Associate of Arts, Associate of Science, or a bachelor degree at a Texas public university—but who do not plan to complete the degree while in high school. Students with other plans will visit with an MCC advisor to select an appropriate degree plan.

Although the recommended sequence of courses may be adjusted according to student needs, the chart indicates the earliest high school year in which a particular course should be taken.

TSIA Scores Required	Grade 9 courses require 945 ELAR multiple choice score or equivalent. Grades 10-11 courses require passing TSIA ELAR score or equivalent.			
Earliest eligible high school year	Grade 9	Grade 10	Grade 11	
Dual credit course	 EDUC 1300 Select 1: ARTS 1301 DRAM 1310 MUSI 1306 	SPCH 1315HIST 1301HIST 1302	 ENGL 1301 ENGL 1302 GOVT 2305 GOVT 2306 Select 1*: ECON 2301 PSYC 2301 SOCI 1301 	

^{*}Students are encouraged to consult an MCC advisor to assist with this course selection. Business students frequently need ECON 2301; students planning for a career in health professions often need PSYC 2301.

Associate of Arts, General Academics

2024-2025

The Associate of Arts, General Academics degree plan is best suited for dual credit students intending to transfer to a public, Texas college or university with a non-STEM major. Planned courses must be in the MCC core curriculum and should be selected based on the student's intended bachelor degree plan.

TSIA Scores Required

Grade 9 courses require 945 ELAR multiple choice score or equivalent.

Grades 10-12 courses require passing TSIA ELAR score or equivalent.

MATH: Passing TSIA math score required before any math course.

Grade 9	Grade 10	Grade 11	Grade 12
FALL	FALL	FALL	FALL
 EDUC 1300 SPRING Select one: ARTS 1301 DRAM 1310 MUSI 1306 	 HIST 1301 SPCH 1315 SPRING HIST 1302 GOVT 2306 SUMMER Elective 	 ENGL 1301 GOVT 2305 MATH course SPRING ENGL 1302 Elective Select one*: PSYC 2301 ECON 2301 SOCI 1301 SUMMER ENGL Literature 	 Science course Elective Elective SPRING Science course Elective Elective

Students will meet with an MCC transfer advisor to select math, science, and elective courses from the MCC core curriculum that align with the intended bachelor degree plan.

^{*}Students are encouraged to consult an MCC advisor to assist with this course selection. Business students frequently need ECON 2301; students planning for a career in health professions often need PSYC 2301.

Associate of Science, General Academics

2024-2025

The Associate of Science, General Academics degree plan is best suited for dual credit students intending to transfer to a public, Texas college or university with a STEM major. Planned courses must be in the MCC core curriculum and should be selected based on the student's intended bachelor degree plan.

TSIA Scores Required

Grade 9 courses require 945 ELAR multiple choice score or equivalent.

Grades 10-12 courses require passing TSIA ELAR score or equivalent.

MATH: Passing TSIA math score required before any math course.

Grade 9	Grade 10	Grade 11	Grade 12
FALL • EDUC 1300	• HIST 1301	FALL • ENGL 1301	Science course
SPRING Select one:	 SPCH 1315 SPRING HIST 1302 	GOVT 2305MATH course SPRING	 Math/Science Elective Math/Science Elective
ARTS 1301DRAM 1310MUSI 1306	GOVT 2306SUMMERElective	 ENGL 1302 Math/Science Elective Select one*: 	SPRINGScience courseMath/Science
		 PSYC 2301 ECON 2301 SOCI 1301 	Elective
		• ENGL Literature	

Students will meet with an MCC transfer advisor to select math, science, and elective courses from the MCC core curriculum that align with the intended bachelor degree plan.

^{*}Students are encouraged to consult an MCC advisor to assist with this course selection. Business students frequently need ECON 2301; students planning for a career in health professions often need PSYC 2301.



Partnership Agreement August 1, 2024 – July 31, 2025

SIGNATURE PAGE

2024-2025 Partnership Agreement McLennan Community College and Gholson ISD

Heather McCartney Heather McCartney (May 14, 2024 09:57 CDT)	05/14/2024
Ms. Heather McCartney, Superintendent On behalf of Gholson Independent School District	Date
1	
Sohnette Mattown	05/14/2024
Dr. Johnette McKown	Date
President	
McLennan Community College	

Gholson-MCC Partnership Agreement 2024-2025

Final Audit Report 2024-05-14

Created: 2024-05-03

By: Londa Carriveau (Icarriveau@mclennan.edu)

Status: Signed

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