



**DUAL CREDIT/EARLY COLLEGE PROGRAM AGREEMENT
(SECONDARY and POST-SECONDARY Partnership)**

This DUAL CREDIT/ARTICULATION AGREEMENT is between Texarkana College (TC), and Redwater Independent School District, pursuant to the applicable Texas Higher Education Coordinating Board (THECB) rules, Texas Education Code state statutes, and respective governing board policies for each institution. The purpose of this agreement is to provide eligible high school students the opportunity to enroll in and complete authorized dual credit college courses at approved sites, which enable successful students the opportunity to earn both high school and college credit.

Furthermore both institutions agree to share information and develop guidelines, policies and procedures beneficial to Dual Credit students in an effort to improve the quality of education by-way of an early college education plan that maximizes learning opportunities and the award of dual credit. In compliance with Texas Administrative Code, Texas Education Agency and Southern Association of Colleges and Schools Commission on Colleges. The specific elements of this agreement are attached.

Dual Credit students successfully completing authorized college courses will have those courses transcribed on a TC college transcript. Likewise, Dual Credit students are eligible to take applicable credit by examination tests on the TC campus at the Testing Center.

This agreement will need to be renewed annually at which time either party may request a change or termination of this agreement.

Texarkana College President

ISD Superintendent
(or designee)

Elements of Institutional Dual Credit/Early College Program Agreement
(SECONDARY and POST-SECONDARY Partnership)

Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter D, and Rule §4.84 (*Dual Credit Institutional Agreements*)

(a) Need for Institutional Agreements. For any dual credit partnership between a secondary school and a public college, an agreement must be approved by the governing boards or designated authorities (e.g., principal and chief academic officer) of both the public school district or private secondary school and the public college prior to the offering of such courses.

(b) Elements of Institutional Agreements. The dual credit partnership must address the following elements:

- (1) Eligible Courses;
- (2) Student Eligibility;
- (3) Location of Class;
- (4) Student Composition of Class;
- (5) Faculty Selection, Supervision, and Evaluation;
- (6) Course Curriculum, Instruction, and Grading;
- (7) Academic Policies and Student Support Services;
- (8) Transcribing of Credit;
- (9) Funding; and
- (10) Defined sequences of courses, where applicable.

Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter D, and Rule §4.84 (*Dual Credit Requirements*)

(a) Eligible Courses.

(1) Courses offered for dual credit by public two-year associate degree granting institutions must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the Board or as college-level workforce education courses in the current edition of the Workforce Education Course Manual adopted by the Board.

(2) Courses offered for dual credit by public universities must be in the approved undergraduate course inventory of the university.

(3) A college course offered for dual credit must be:

- (A) in the core curriculum of the public institution of higher education providing the credit;
- (B) a career and technical education course; or
- (C) a foreign language course.

(i) This provision does not apply to a college course for dual credit offered as part of an approved early college education program established under TEC Section 29.908 or an early college program as defined in this Subchapter.

(ii) Any college course for dual credit offered as part of an early college program as defined in this subchapter must be a core curriculum course of the public institution of higher education providing the credit, a career and technical education course, a foreign language course, or a course that satisfies specific degree plan requirements leading to the completion of a Board approved certificate, AA, AS, AAS degree program, or FOSC.

(4) Public colleges may not offer remedial and developmental courses for dual credit.

(b) Student Eligibility.

(1) A high school student is eligible to enroll in academic dual credit courses if the student:

(A) demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative as set forth in §4.57 of this title (relating to College Ready and Adult Basic Education (ABE) Standards) on relevant section(s) of an assessment instrument approved by the Board as set forth in §4.56 of this title (relating to Assessment Instrument); or

(B) demonstrates that he or she is exempt under the provisions of the Texas Success Initiative as set forth §4.54 of this title (relating to Exemptions, Exceptions, and Waivers).

(2) A high school student is also eligible to enroll in academic dual credit courses that require demonstration of TSI college readiness in reading, writing, and/or mathematics under the following conditions:

(A) Courses that require demonstration of TSI college readiness in reading and/or writing:

(i) if the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II State of Texas Assessment of Academic Readiness End of Course (STAAR EOC); or

(ii) if the student achieves one of the following scores on the PSAT/NMSQT (Mixing or combining scores from the PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered on or after October 15, 2015 is not allowable.):

(I) a combined score of 107 with a minimum of 50 on the reading test on a PSAT/NMSQT exam administered prior to October 15, 2015; or

(II) a score of 460 on the evidence-based reading and writing (EBRW) test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(iii) if the student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.

(B) Courses that require demonstration of TSI college readiness in mathematics:

(i) if the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or

(ii) if the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or

(iii) if the student achieves one of the following scores on the PSAT/NMSQT (Mixing or combining scores from the PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered on or after October 15, 2015 is not allowable.):

(I) a combined score of 107 with a minimum of 50 on the mathematics test on a PSAT/NMSQT exam administered prior to October 15, 2015; or

(II) a score of 510 on the mathematics test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(iv) if the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.

(3) A high school student is eligible to enroll 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, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.

(4) A high school student is eligible to enroll in workforce education dual credit courses contained in a Level 2 certificate or applied associate degree program under the following conditions:

(A) Courses that require demonstration of TSI college readiness in reading and/or writing:

(i) if the student achieves a Level 2 final recommended score, as defined by TEA, on the English II STAAR EOC; or

(ii) if the student achieves one of the following scores on the PSAT/NMSQT (Mixing or combining scores from the PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered on or after October 15, 2015 is not allowable.):

(I) a combined score of 107 with a minimum of 50 on the reading test on a PSAT/NMSQT exam administered prior to October 15, 2015; or

(II) a score of 460 on the evidence-based reading and writing (EBRW) test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(iii) if the student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.

(B) Courses that require demonstration of TSI college readiness in mathematics:

(i) if the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or

(ii) if the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or

(iii) if the student achieves one of the following scores on the PSAT/NMSQT (Mixing or combining scores from the PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered on or after October 15, 2015 is not allowable.):

(I) a combined score of 107 with a minimum of 50 on the mathematics test on a PSAT/NMSQT exam administered prior to October 15, 2015; or

(II) a score of 510 on the mathematics test on a PSAT/NMSQT exam administered on or after October 15, 2015; or
(iv) if the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.

(C) A student who is exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.

(5) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy paragraphs (1)-(4) of this subsection.

(6) To be eligible for enrollment in a dual credit course offered by a public college, students must meet all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in aspecified previous course, etc.).

(7) An institution may impose additional requirements for enrollment in courses for dual credit that do not conflict with thissection.

(8) An institution is not required, under the provisions of this section, to offer dual credit courses for high school students.

(c) Location of Class. Dual credit courses may be taught on the college campus or on the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, public colleges shall comply with applicable rules and procedures for offering courses at a distance in Subchapters P and Q of this chapter (relating to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the Board's adopted Principles of Good Practice for Courses Offered Electronically.

(d) Composition of Class. Dual credit courses may be composed of dual credit students only or of dual and college credit students. Notwithstanding the requirements of subsection (e), exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

(1) If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.

(2) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

(3) If the course is a career and technical/college workforce education course and the high school credit-only students are eligible to earn articulated college credit.

(e) Faculty Selection, Supervision, and Evaluation.

(1) The college shall select instructors of dual credit courses. These instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by the college to select faculty responsible for teaching the same courses at the main campus of the college.

(2) The college shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the college.

(f) Course Curriculum, Instruction, and Grading. The college shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

(g) Academic Policies and Student Support Services.

(1) Regular academic policies applicable to courses taught at the college's main campus must also apply to dual credit courses. These policies could include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.

(2) Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded college students on the main campus. The college is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

(h) Transcribing of Credit. For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course.

(i) Funding.

(1) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (TEC 42.005 (g)) and the Board (TEC 61.059 (p) and (q)).

(2) The college may only claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.

(3) This provision does not apply to students enrolled in approved early college education programs under TEC 29.908.

(4) All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.

Texas Education Code 28.009 (b-1) (*College Credit Program*)

Sec. 28.009. COLLEGE CREDIT PROGRAM. (a) Each school district shall implement a program under which students may earn the equivalent of at least 12 semester credit hours of college credit in high school. On request, a public institution of higher education in this state shall assist a school district in developing and implementing the program. The college credit may be earned through:

(1) international baccalaureate, advanced placement, or dual credit courses;

(2) articulated postsecondary courses provided for local credit or articulated postsecondary advanced technical credit courses provided for state credit; or

(3) any combination of the courses described by Subdivisions (1) and (2).

(a-1) A program implemented under this section may provide a student the opportunity to earn credit for a course or activity, including an apprenticeship or training hours:

(1) that:

(A) satisfies a requirement necessary to obtain an industry-recognized credential or certificate or an associate degree; and

(B) is approved by the Texas Higher Education Coordinating Board; and
(2) for which a student may earn credit concurrently toward both the student's high school diploma and postsecondary academic requirements.

(a-2) A school district is not required to pay a student's tuition or other associated costs for taking a course under this section.

(a-4) A dual credit course offered under this section must be:

- (1) in the core curriculum of the public institution of higher education providing college credit;
- (2) a career and technical education course; or
- (3) a foreign language course.

(a-5) Subsection (a-4) does not apply to a dual credit course offered as part of the early college education program established under Section 29.908 or any other early college program that assists a student in earning a certificate or an associate degree while in high school.

Text of subsection as amended by Acts 2015, 84th Leg., R.S., Ch. 90 (H.B. 505), Sec. 1

(b) The agency shall coordinate with the Texas Higher Education Coordinating Board as necessary in administering this section. The commissioner may adopt rules as necessary concerning the duties under this section of a school district. The Texas Higher Education Coordinating Board may adopt rules as necessary concerning the duties under this section of a public institution of higher education. A rule may not limit:

- (1) the number of dual credit courses or hours in which a student may enroll while in high school;
- (2) the number of dual credit courses or hours in which a student may enroll each semester or academic year; or
- (3) the grade levels at which a high school student may be eligible to enroll in a dual credit course.

Text of subsection as amended by Acts 2015, 84th Leg., R.S., Ch. 988 (H.B. 18), Sec. 2

(b) The agency shall coordinate with the Texas Higher Education Coordinating Board as necessary in administering this section. The commissioner may adopt rules as necessary concerning the duties under this section of a school district. The Texas Higher Education Coordinating Board may adopt rules as necessary concerning the duties under this section of a public institution of higher education. A rule may not limit the number of dual credit courses or semester credit hours in which a student may enroll while in high school or limit the number of dual credit courses or semester credit hours in which a student may enroll each semester or academic year.

Text of subsection as added by Acts 2017, 85th Leg., R.S., Ch. 93 (H.B. 1638), Sec. 1

(b-1) The agency and the Texas Higher Education Coordinating Board jointly shall develop statewide goals for dual credit programs, including early college high school programs, career and technical education dual credit programs, and joint high school and college credit programs provided under Section 130.008, to provide uniform standards for evaluating those programs. The goals must address, at a minimum:

- (1) a dual credit program's achievement of enrollment in and acceleration through postsecondary education;
- (2) performance in college-level coursework; and
- (3) the development of an effective bridge between secondary and postsecondary education in the state.

Text of subsection as added by Acts 2017, 85th Leg., R.S., Ch. 729 (S.B. 1091), Sec. 1

(b-1) The agency and the Texas Higher Education Coordinating Board shall coordinate as necessary to adopt rules for the implementation of Subsections (a-4) and (a-5). In adopting those rules, the agency and the coordinating board shall use the negotiated rulemaking procedures under Chapter 2008, Government Code, and consult with relevant stakeholders.

(b-2) Any agreement, including a memorandum of understanding or articulation agreement, between a school district and public institution of higher education to provide a dual credit program described by Subsection (b-1) must:

- (1) include specific program goals aligned with the statewide goals developed under Subsection (b-1);
- (2) establish, or provide a procedure for establishing, the course credits that may be earned under the agreement, including by developing a course equivalency crosswalk or other method for equating high school courses with college courses and identifying the number of credits that may be earned for each course completed through the program;
- (3) describe the academic supports and, if applicable, guidance that will be provided to students participating in the program;
- (4) establish the district's and the institution's respective roles and responsibilities in providing the program and ensuring the quality and instructional rigor of the program;
- (5) state the sources of funding for courses offered under the program, including, at a minimum, the sources of funding for tuition, transportation, and any required fees or textbooks for students participating in the program; and
- (6) be posted each year on the district's and the institution's respective Internet websites.

(c) The commissioner and the Texas Higher Education Coordinating Board shall share data as necessary to enable school districts to comply with this subsection. Each school district shall annually report to the agency:

- (1) the number of district students, including career and technical students, who have participated in the program and earned college credit; and
- (2) the cumulative number of courses in which participating district students have enrolled and college credit hours the students have earned.

(c-1) The Texas Higher Education Coordinating Board shall collect student course credit data from public institutions of higher education as necessary for purposes of Subsection (c).

(d) In this section:

(1) "Career and technical student" means:

- (A) a secondary education student who has entered the first course in a sequence of two or more technical courses for three or more credits in a career and technical education program; or
- (B) a student who:

- (i) is enrolled in an academic or workforce course that is part of a sequence of courses leading to an industry-recognized credential, certificate, or degree; and
 - (ii) has declared that sequence of courses as the student's major course of study.
- (2) "Sequence of courses" means career and technical education courses approved by the State Board of Education or innovative courses approved by the State Board of Education that are provided for local credit.

Text of subsection as added by Acts 2019, 86th Leg., RS, Ch. 51, (S.B. 25), Sec. 4

(c-2) A student enrolled in a dual credit course at an institution of higher education and to whom Subsection (b) does not apply shall file a degree plan with the institution not later than:

- (1) the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
- (2) if the student begins the student's first semester or term at the institution with 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student, the end of the student's second regular semester or term at the institution.

Southern Association of Colleges and Schools Commission on Colleges:

DUAL ENROLLMENT

Policy Statement

For SACSCOC purposes, "dual enrollment" refers to courses taught to high school students for which the students receive both high school credit and college credit, regardless of location or mode of delivery. This would include such coursework offered at the high school, on the institution's campus, or via distance education. This also includes programs and courses that may be offered under different names such as "early college," "dual credit," or "concurrent enrollment." The academic rigor of such coursework matches the quality of other institutional coursework, regardless of location or mode of delivery.

Institutions must ensure that their dual enrollment courses and programs comply with the Principles of Accreditation. This applies to all such educational programs and services, wherever located or however delivered. In addition, institutions being reviewed should also be prepared to demonstrate clear institutional control over these dual enrollment courses and programs.

Applying the Principles of Accreditation to Dual Enrollment

With the underlying concept that the Principles of Accreditation apply to all programs of the institution, regardless of mode of delivery, institutions should consider the following statements in implementing and reporting on dual enrollment programs. Similarly, reviewers should consider these statements when approving or evaluating dual enrollment programs.

Substantive Change

An institution offering dual enrollment ensures appropriate notification and prior approval (if needed) of off-campus instructional sites where dual enrollment courses and programs are offered. Another aspect of dual enrollment that may require

notification or approval could be the use of a cooperative academic arrangement to deliver courses. (Please refer to the SACSCOC policy “Substantive Change for SACSCOC Accredited Institutions.”)

Faculty

SACSCOC defines an “instructor of record” as the faculty member qualified to teach the course. This person has overall responsibility for the development and implementation of the syllabus and for issuing grades. The faculty member will provide direct instruction for the course.

The institution ensures appropriate faculty qualifications for those who provide instruction for dual enrollment courses; these faculty members possess the same academic credentials and/or documented professional experience required by the institution of all of its faculty. Graduate teaching assistants, if they are the instructor of record and providing direct instruction, should meet the same academic and/or professional criteria. In all cases, the institution bears responsibility for documenting and justifying the qualifications of its dual enrollment instructors, and they are included on the Faculty Roster when appropriate for review by a SACSCOC committee. (Please refer to the Resource Manual, Standard 6.2.b, for a broader discussion of faculty qualifications.)

An institution offering dual enrollment courses or programs ensures that a sufficient number of full-time faculty members teach and/or provide appropriate oversight for the courses/programs. Materials submitted for review by SACSCOC explain the nature of faculty oversight that ensures the quality and integrity of the courses offered. The institution has clear criteria for the evaluation of faculty teaching dual enrollment courses and demonstrates the use of these criteria.

Curriculum and Instruction

For all dual enrollment courses offered, the institution employs sound and acceptable practices for determining the amount and level of credit awarded. Course content and rigor of dual enrollment courses are comparable to that of the same courses taught to the institution’s other students. (Please see the SACSCOC policy “Quality and Integrity of Educational Credentials”) The faculty assumes primary responsibility for dual enrollment courses. Such oversight ensures both the rigor of programs/courses and the quality of instruction.

Institutional Effectiveness

Dual enrollment students are included within the processes used to ensure the effectiveness of campus programs. If dual enrollment students can earn a credential, then that credential and those students should be part of the institutional effectiveness process of the institution. The institution regularly assesses the effectiveness of its provision of library/learning resources and student support services for dual enrollment.

Library and Learning Resources

Students have access to appropriate library resources, and the institution demonstrates that students are able to use such resources effectively. If the high school is the provider of these materials, the institution establishes the appropriateness of the collections for the courses and programs offered. The institution ensures that its students have access to regular and

timely instruction in the use of library and other learning resources.

Academic and Student Support Services

Academic support services are appropriate for the courses and programs offered. Institutions ensure that dual enrollment students are appropriately advised regarding the collegiate curriculum. Student support services are appropriate for dual enrollment students.

Institutions have an adequate and published procedure for resolving written student complaints, and the institution follows its policies and procedures. The institution ensures that its dual enrolled students are appropriately oriented regarding their rights and responsibilities. Documented procedures assure that security of personal information is protected.

Admissions and Transparency

The institution implements appropriate eligibility and placement procedures to ensure that potential dual enrollment students are prepared for college-level courses. Dual enrollment students are usually admitted under exceptions to an institution's published admissions policies, and the institution follows commonly accepted practices in making such exceptions. Advertising, recruiting, and admissions information adequately and accurately represents the programs, requirements, and services available to students.

Statements and other representations regarding the ability to transfer credit earned in dual enrollment programs and courses are accurate and complete. The institution ensures that its registration and transcripting practices for dual enrollment students are consistent with those in effect for all other students.

Facilities

Dual enrollment courses are offered in adequate physical facilities, whether under the control of the institution or under the control of the high school.

Document History

Approved: SACSCOC Board of Trustees, June 2018

ADDITIONAL REQUIREMENTS:

The conditions of the agreement were formulated through communications with representatives from both institutions based on following all state and accrediting agency guidelines.

The Texarkana College department or program coordinator responsible for the above mentioned program will communicate annually with TC's Chief Academic Officer and high school representatives to evaluate changes needed in dual credit policy and procedure. This agreement must be signed and dated before the first day of class. All Dual Credit and Early College Program Goals are aligned with goals established by the Texas Higher Education Coordinating Board and Texas Education Agency. Texas Statewide Dual Credit Goals and Texarkana College/ISD responsibilities are below.

Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- Measures of Implementation: Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.

Examples of items to include in documentation:

- Collaboration between ISDs and IHE partner(s) to host informational sessions for students and parents on dual credit opportunities, benefits and cost
- ISD and IHE dual credit webpages reflect the most current dual credit program information including enrollment and fee policies
- Hosting dual credit 101 sessions for high school counselors
- Collaboration between ISDs and IHE partner(s) on a marketing campaign

Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

- Metric: Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.

Examples of items included in analysis:

- Student enrollment in postsecondary after high school
- Time to degree completion
- Semester credit hours to degree

Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.

- Metric: Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.

Examples of items included in analysis:

- Student enrollment in postsecondary after high school
- Time to degree completion
- Decrease in excess number of semester hours beyond required hours to degree completion

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

- Metric: Analysis of performance in subsequent course work.

Texarkana College will:

- 1) Ensure that regular academic policies applicable to courses taught at the college's main campus also apply to dual credit courses. These policies could include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.
- 2) Work with High school personnel to align what dual credit classes will be taught.
- 3) Provide the dual credit teacher with a copy of the course syllabus, assessment(s) and student learning outcomes for that course.
- 4) Approve and verify dual credit teachers have the appropriate credentials to teach any college credit classes to which they are assigned. All potential dual credit teachers must go through the same hiring process as teachers who want to teach on a Texarkana College campus/site.
- 5) Provide a college liaison for dual credit teachers to help with course curriculum, instruction, and grading to assure the quality and uniformity of instruction is in accordance with the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges, and Texarkana College.
- 6) Provide a college evaluator for dual credit teachers. The evaluation process includes an in-class visit each academic year.
- 7) Ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, method/rigor, and student/teacher evaluation. These courses must observe all college instructional policies and standards regardless of the location or student composition of the class.
- 8) Provide annual 101 advising training sessions for counselors and summer training sessions for faculty to ensure proper advising for pathway and degree plan filing to help students transition to and accelerate through post-secondary education.
- 9) Provide annual meetings for faculty and proctors to give updates, collaborate and discuss successful completion of dual credit goals.
- 10) Offer Learning Frameworks course option (PSYC 1300/EDUC 1300) as dual credit to provide students a foundation for a successful college plan through pathways, advising, learning theories, leadership skills, financial and career planning.
- 11) Provide student's access to all applicable student learning and support services to help students in college course completion. These include; Texarkana College Advisors, Palmer Memorial Library, Truman Arnold Student Center and Student Activities, Assessment and Testing Information, Texarkana College Help Desk, Tutoring Services, Computer and Wireless Access/Online Services, Department of Public Safety, Transfer Center and the Pinkerton Fitness Center.
- 12) Provide students and parents dual credit information regarding rights, responsibilities, benefits and cost.
- 13) Provide cross trained advisers/recruiters to help students transition to and accelerate through post-secondary education.
- 14) Pay ISD's for instructional services no later than November 1 in fall term and April 1st in spring term. A minimum class size of twelve students per section is required to receive full payment from the College. Below that number, the amount will be prorated. Class size is based on enrollment on the official reporting date for the College. Singleton type classes will be paid in full with enrollment of ten students.
- 15) At the end of each TC campus/site workforce course, provide the ISD with a numerical grade for each dual enrollment student registered for the course.

The ISD will:

- 1) Ensure that all students turn in a completed Dual Credit Registration Form with appropriate signatures and dates by official first day of college class.
- 2) Ensure that all high school students wishing to participate in Dual Credit classes complete applications for admission to the College and all other required paperwork, including any Texas Success Initiative (TSI) requirements that must be satisfied.
- 3) Ensure that all dual credit students submit test scores that satisfy TSI requirements and/or exceptions.
- 4) Provide or arrange transportation to and from Dual Credit classes. Assume all costs associated with tuition, student textbooks, and supplies or have the student assume them whether out of pocket or through available scholarships.
- 5) Provide appropriate classroom facilities and technology for dual credit courses taught on high school property, including computer lab access.
- 6) Provide the College with a completed high school transcript for each dual credit student upon high school graduation.
- 7) Notify the college in advance of any requested changes for dual credit courses, such as; courses taught on different grade levels, long term teacher absences, course delivery or arrangements.
- 8) Provide data needed to obtain metrics in support of Dual Credit Statewide Goals.
- 9) Ensure Dual Credit teachers inform students of their rights and responsibilities and all available student services during the first week of school via the link available below. <https://www.texarkanacollege.edu/enrollment-services/dual-credit/students-and-parents/>
- 10) Ensure dual credit teachers check their TC rosters and submit for accuracy at least once a week.
- 11) Ensure proctors are covering required high school TEKS not covered in online college curriculum.
- 12) Ensure all high school proctors follow TC's proctor guidelines as outlined.
- 13) Ensure collaboration by allowing TC to host/attend DC parent/Student nights to inform student's and parent's information regarding rights, responsibilities, benefits and cost.
- 14) Provide cross trained advisers/recruiters to help students transition to and accelerate through post-secondary education.
- 15) Ensure high school counselors attend the annual Dual Credit 101 Advising Training.
- 16) Ensure dual credit teachers attend the annual Dual Credit Collaboration Meeting and Workshop and any other required training specific to course delivery or content requirements.

SPECIFIC STATE OF TEXAS DUAL CREDIT REFERENCES/SOURCES:

Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter D, and Rule §4.84 (*Dual Credit Institutional Agreements*) – [http://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=19&pt=1&ch=4&rl=84](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=19&pt=1&ch=4&rl=84)

Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter D, and Rule §4.84 (*Dual Credit Requirements*) –
[http://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=19&pt=1&ch=4&rl=85](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=19&pt=1&ch=4&rl=85)

Texas Education Code 28.009(b-1) (*College Credit Program*) –
<https://statutes.capitol.texas.gov/Docs/ED/htm/ED.28.htm#2>

TC does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies: Human Resources Director, 2500 N. Robison Rd., Texarkana, TX, 75501, (903) 823-3355, human.resources@texarkanacollege.edu

Students only pay \$100.00 regardless of the course. Redwater pays the remaining balance.



**MEMORANDUM OF UNDERSTANDING
REDWATER INDEPENDENT SCHOOL DISTRICT
AND
TEXARKANA COLLEGE**



**MEMORANDUM OF UNDERSTANDING – RENEWAL
REDWATER INDEPENDENT SCHOOL DISTRICT AND
TEXARKANA COLLEGE
COLLEGE PREP MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES**

This Memorandum of Understanding (“MOU”) is renewed as of the 1st day of August, 2019 (the “Effective Date”) between the Redwater Independent School District (“ISD”), a Texas independent school district located at 202 Red River Road North, Redwater, Texas 75573, and Texarkana College (“TC”), a community college system located at 2500 N. Robison Road, Texarkana, TX 75599.

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 at the ISD who are deemed to not be college ready per House Bill 5, Section 10;

WHEREAS, Redwater Independent School District (RISD) and Texarkana College (TC) 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, RISD and TC, intending to be legally bound, agree as follows:

1. Scope of Services. RISD and TC agree to collaborate to develop and maintain developmental mathematics and English language arts courses that meet the terms of this agreement as outlined below in the Support and Services section of this MOU. RISD and TC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

2. Term. The initial term of this MOU shall begin on the June 15, 2019 and continue for a period of three years. Thereafter, TC may renew this MOU for two (2) consecutive one (1) year terms by delivering written notice to RISD. The initial term and any renewal term(s) are collectively referred to in this MOU as “Term.” Either party may terminate this MOU, without cause, upon at least thirty (30) calendar 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. RISD and TC agree to the following conditions:

- A. TC 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 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. TC agrees to the following for the college preparatory mathematics courses:
 - i. To provide the Student Learning Outcomes;
 - ii. To provide the syllabi for the courses being offered;
 - iii. To provide the departmental final exams for the courses;
- C. TC agrees to the following for the college preparatory English language arts course:
 - i. To provide the final exam for the reading portion of the Integrated Reading and Writing (ENGL 0040) course;
 - ii. To provide the types of essays required (expository, persuasive, and critical analysis) and the TC rubrics for grading those essays;
 - iii. To provide the Student Learning Outcomes for ENGL 0040;
- D. RISD 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 TC Student Learning Outcomes;
 - vi. To follow the RISD Grading Expectations;
 - vii. To deny students enrolled in these courses exemptions from TC final exams;
 - viii. To provide assistance with college enrollment and financial aid applications;
- E. RISD agrees to the following for the college preparatory mathematics course:
 - i. To administer the TC departmental final exam and award credit for the course only if the student's exam grade is at least 60 percent;

- ii. To ensure transferability of the course grade to TC, the student's grade for the course must be at least 75;
- iii. The fall (A) semester on the student transcript will correspond to Math 0032 and the spring semester (B) will correspond to Math 0033;

F. RISD agrees to the following for the college preparatory English language arts course:

- i. To administer the TC ENGL Reading final exam and award credit for the course only if the student's exam grade is at least 60 percent;
- ii. To teach and grade the required essays according to the rubrics provided by TC;
- iii. To teach a preliminary semester course that focuses on college readiness and literacy skills; and
- iv. To ensure transferability of the course grade to TC, the student's grade for the course must be at least 75.

4. Non-Compliance. Notwithstanding any provision herein to the contrary, if TC does not comply with any part of this MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice from RISD, this MOU may be terminated immediately upon written notice from RISD, in RISD's sole discretion.

5. Liability. Neither RISD or its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause of action of any person or group arising from (a) the use of district property and/or equipment by TC and TC'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 TC, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, RISD MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, RISD 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 RISD 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 RISD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnity. **TC AGREES THAT TC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS RISD AND RISD'S 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 ATTORNEYS' 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 TC AND/OR TC'S PARTICIPANTS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, OR LICENSEES DONE IN CONNECTION WITH THIS MOU.** TC's obligations under this clause shall survive termination or expiration of this MOU.

7. Notice. 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 request, 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 RISD:

Superintendent or Designee
Redwater ISD
202 Red River Road North
Redwater, Texas 75573

If to TC:

Donna McDaniel or Designee
Vice President of Instruction
Texarkana College
2500 N. Robison Road
Texarkana, TX 75599

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

8. Relationship of the Parties. It is understood and agreed that TC is a separate legal entity from RISD and TC is not an employee, agent, joint venture, or partner of RISD. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between RISD and either TC or any employee or agent of TC.

9. No Waiver of Immunity. The execution of this MOU and the performance by either RISD or TC of any obligation hereunder are not, and are not intended to waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to RISD or TC, its trustees, officers, employees, or agents under federal or Texas laws.

10. No Third Party Beneficiaries. 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 Bowie County, Texas.

12. Entire Agreement. 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 to this MOU.

13. Severability. 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. Interpretation. 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. Changes and Amendments. This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

16. Assignment. Neither this MOU nor any rights, duties, or obligations under it shall be assignable by TC without the prior written acknowledgment and authorization of RISD. Any attempted assignment by TC without RISD'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 of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

18. Captions. 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. Counterparts. 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.


Executed this 16 day of July, 2019.

REDWATER INDEPENDENT SCHOOL DISTRICT



Superintendent

TEXARKANA COLLEGE



Donna McDaniel, Ph.D.
Vice President of Instruction

It is the policy of the Redwater Independent School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career Technical Education programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.