

## **MEMORANDUM OF UNDERSTANDING**

### Lee College Dual Credit Program

Lee College (College) and Windham School District (School District) enter into this Memorandum of Understanding (MOU), which supersedes all previous agreements, versions, MOUs and addenda concerning dual credit programs. The Dual Credit Program MOU serves as an agreement for the residents of the Texas Department of Criminal Justice (TDCJ). This MOU describes the roles and responsibilities for governance of the Dual Credit Program and the dual credit partnership and is in alignment with HB 1638: Statewide Dual Credit Goals.

#### **TERM**

This MOU shall be in effect for two years from August 1, 2023 to July 31, 2025.

#### **1. OVERVIEW**

The College is committed to serving the students and communities of the service region through collaborative work with the School District in the College's service area. A major initiative promoting a college-going and college graduation culture is the Lee College Dual Credit Program, which complies with the rules set forth by the State of Texas [TAC title 19, Chapter 4, Subchapter D, Rule § 4.84 Section (a)] for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students.

#### **2. MOU PURPOSE**

The purpose of this MOU is to specify the roles and responsibilities of the College and the School District participating in the Dual Credit Program.

#### **3. DUAL CREDIT PROGRAM DEFINITIONS**

- (A) "Dual Credit " is a program for eligible high school students to complete college course(s) and receive credit from both the college and the high school. Since college courses are being utilized to award dual credit, the content and rigor are parallel to what is taught to other college students and utilize the same curriculum and policies. These college courses, academic or career/technical, apply toward high school graduation and a college degree or certificate.
- (B) "Concurrent Enrollment", as defined by Lee College, is a system whereby a student enrolls in more than one educational institution (including high school and public institution of higher education) simultaneously. Concurrent enrollment students earn course credit from each distinct educational institution but not dual credit. Concurrent enrollment students are subject to the full cost of tuition for individuals incarcerated within TDCJ.

#### **4. COLLABORATION**

- (A) It is mutually recognized that the College and the School District have certain objectives in common:

- (1) educating and training students in preparation for future education and future employment;
- (2) providing residents of TDCJ with the highest quality educational opportunities, and;
- (3) ensuring accessibility to education in the most economical means possible.

(B) The College and School District agree as follows:

- (1) The College and School District officials will work collectively to provide the necessary information to ensure that an effective college course schedule is created and maintained for dual credit.
- (2) The College and School District officials agree to meet no later than February 1st to construct the schedule for the next academic year. Adjustments to the schedule will be made as needed. The College reserves the right to cancel courses due to low enrollment. Course cancellation decisions will be made prior to the first day of class. The School District reserves the right to enroll additional students in the first week.
- (3) The course minimum for college courses taught, during the school day, by dual credit instructors is 10 students per section. The College liaison is the Huntsville Student Advisor and/or Associate Vice President. The School District High School Coordinator is the School District liaison.

## **5. DUAL CREDIT REQUEST FORM**

Each semester, a College Dual Credit Request Form must be used to document all students' requests for enrollment in college courses and follow the review and approval process established by the College and School District. The form must contain signatures of the student and designated School District officials. All completed request forms must be turned into the College liaison prior to the first day of class.

## **6. ELIGIBLE COURSES**

- (A) College courses that are academic core or technical and that simultaneously allow students to earn credit toward a postsecondary degree or certificate and high school graduation are eligible for dual credit. College courses are taken to meet elective or core course requirements at the high school. Classes offered in the high school setting must conform to the College's academic standards.
- (B) The college courses will comply with the rules and regulations of the Texas Higher Education Coordinating Board (THECB) and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

- (C) All college courses adhere to the description and content of the course as defined in the current edition of either the Academic Course Guide Manual or the Workforce Education Course Manual.
- (D) Courses provide advanced academic instruction and content that provides the student the opportunity to master the Texas Essential Knowledge and Skills for the appropriate high school course.
- (E) Developmental education courses are not approved for dual credit.
- (F) The College and School District will make available an approved list of dual credit offerings for inclusion into the appendix.

## **7. LOCATION OF CLASS AND TEACHING ENVIRONMENT**

- (A) Courses are taught at the high school in a TDCJ facility, or online/hybrid.
- (B) High School Campus courses:
  - (1) The courses use classrooms currently designated by TDCJ.
  - (2) The College clearly define the contact hours, curriculum and grading for college courses taught on a high school campus.
- (C) Online courses:
  - (1) Dual Credit Instructors must use the College's approved Learning Management System called Blackboard Learn.
  - (2) The College complies with the THECB's adopted Principles of Good Practice for courses offered electronically.
  - (3) The School District provide a proctored testing environment for its students.
  - (4) The School District can provide a proctor for online courses at the School District's expense.
- (D) Teaching Environment:
  - (1) The School District ensures that the classroom environment is conducive to college-level learning by:
    - (a) designating a classroom for the college classes,
    - (b) displaying the signs provided by the College outside of the classroom that indicate "College Course is in Session", and
    - (c) assuring no interruptions take place in the college course while in session, such as removing students for high school activities or making announcements except for official business or emergencies.

## **8. SCHEDULING**

College or School District closures due to situations such as inclement weather, institutional lockdowns, or environmental issues will be honored without penalty to the College, School District, and students.

## **9. FACULTY SELECTION, SUPERVISION, EVALUATION AND DEVELOPMENT**

- (A) The College established an approval process for selecting and/or approving qualified faculty (those approved will herein be called "Dual Credit Instructor") to teach college course(s) for dual credit. Each approved Dual Credit Instructor will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures, in accordance with the standards established by the State of Texas and SACSCOC.
- (B) The College will collaborate with the School District to ensure that the School District instructors applying to become Dual Credit Instructors meet the Colleges credentialing requirements, including individual department requirements.
- (C) The College recommends that when the School District is hiring a teacher with the intention of becoming a dual credit instructor, the School District allow for a representative from the College content area to be on the hiring committee.
- (D) School District faculty approved as Dual Credit Instructors will be cleared by the College's Office of Human Resources to teach college courses.
- (E) Dual Credit Instructors will submit all required reporting documents such as roster verifications, student learning outcome results, core course assessment artifacts, syllabi/section outlines, and submission of grades (pass/fail and numeric) by the deadline set by the College.
- (F) College and Dual Credit Instructors teaching college courses for dual credit will verify the first week class roster to validate all dual credit students are enrolled in the college course and refer students not on the roster to the appropriate School District liaison. Any student not listed on the Official 12<sup>th</sup> Day Verification (Census) Roster will not be enrolled in the college course.
- (G) Dual Credit Instructors and College faculty teaching on the high school campus will notify the liaison on the high school campus when he/she will be absent due to an emergency or anticipates an absence. The liaison will then notify the College Dual Credit Office.
- (H) Dual Credit Instructors teaching hybrid or online courses must comply with Lee College training/certifications for teaching hybrid/ online classes requirements.
- (I) The School District will allow release time from School District duties for all Dual Credit Instructors to attend required College professional development days organized by the College before each College full semester begins and departmental meetings.
- (J) The School District shall ensure that the building principals/designee comply with all standards.

## 10. CLASS CONFIGURATION

- (A) College courses taught by College faculty on a high school campus during the school day will consist of college students and dual credit students.
- (B) Non-dual credit high school students are not permitted to enroll into a dual credit course on a high school campus.
- (C) College courses taught by College faculty can consist of a combination of dual credit and college credit students.

## 11. COURSE CURRICULUM, INSTRUCTION, AND GRADING

- (A) The College will make every effort to adopt textbooks for a minimum of three years.
- (B) The College will provide a list of textbooks 21 days in advance of the start of the semester for college courses taught by Lee College instructors at the high school campus to ensure purchase prior to the school year/term.
- (C) The School District will ensure that all dual credit students have textbooks on the first day of class.
- (D) Attendance information and periodic grade requests will be entered by dual credit instructors per progress period (three weeks).
- (E) College policy restricts absences to three class meetings. Excused absences will be determined by the instructor of record.
- (F) The School District or high school campus will supply a calendar of scheduled events at the beginning of the semester that could interrupt class instruction and will notify the course instructor two days in advance of any additional activities. All dual credit students are expected to notify their instructors of absences at the class meeting prior to the expected absence. Students are responsible for making up work when absent.
- (G) To accommodate exchange of information among the College, School District, and instructors, all instructors teaching college courses will receive e-mail accounts from respective institutions.
- (H) Student course evaluations will be delivered in paper format to the School District to be administered by the School District liaison at the end of each semester.
- (I) Lee College and the Windham School District are committed to providing all with a learning and work environment that is free from sexual harassment and assault. Appropriate resources, both on and off campus are available at <http://www.lee.edu/know-more/available-resources>. The link for the U.S. Department of Education Title IX – Sex Discrimination is [https://www2.ed.gov/about/offices/list/ocr/docs/tix\\_dis.html](https://www2.ed.gov/about/offices/list/ocr/docs/tix_dis.html)

- (J) Lee College is an open enrollment institution and offers a variety of vocational and academic programs. Lee College and the Windham School District do not discriminate on the basis of gender, disability, race, color, age, religion, national origin or veteran status in its educational programs, activities, or employment practices as required by Title VII, Title IX, Section 504, ADA, or 34 C.F.R.

## **12. LIABILITIES OF PARTIES**

- (A) Dual credit status shall neither enhance nor diminish on-campus liabilities for the College or School District. Management of risk and liabilities shall be in accordance with the College and School District policies and codes of conduct.

## **13. ACADEMIC POLICIES, STUDENT CONDUCT, AND STUDENT SUPPORT SERVICES**

- (A) Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit students.
- (B) Course performance will be part of students' permanent academic records at Lee College and the School District.
- (C) Students are subject to the rules of conduct, plagiarism, and disciplinary standards published in the College catalog and are subject to the penalties defined by such standards.
- (D) Any discipline issues, including academic dishonesty during college course instruction, must be reported immediately to the high school principal and the School District liaison.
- (E) The high school will send a copy of all student discipline referrals and documented student behavior issues, related to or occurring during any college-instructed course, to the Huntsville Student Advisor within a week after the event.
- (F) Students who receive a final grade below a "C" will not be allowed to progress to other college courses without repeating the previous course successfully, unless approved through the dual credit appeal process.
- (G) The School District will provide placement for students who are withdrawn from the course for any reason.
- (H) Prior to registration the School District will encourage and assist students who need accommodations to self-identify each semester with the Huntsville Student Advisor who will contact Lee College with an accommodations request.
- (I) The College requires School District partners to follow all College accreditation related procedures and functions, including, but not limited to, student learning outcome

assessment, Core (general education) assessment, strategic plan reporting, and syllabi posting in PeopleSoft and Blackboard.

- (J) Lee College requires the School District partners to meet contact hour requirements for all course sections. Course sections that do not meet contact hour requirements must use Blackboard to meet minimum contact hour requirements. Courses and/or sections that do not consistently meet contact hour requirements may be suspended or canceled until such time that contact hour requirements can be satisfied.

#### **14. STUDENT ELIGIBILITY**

- (A) The College requires School District partners to follow all College enrollment procedures and guidelines for dual credit students.
- (B) All high school students are eligible for dual credit by meeting the college readiness standards under the provisions of the Texas Success Initiative (TSI) for the course as defined by the College.
- (C) There is no limit on the number of courses a high school student can enroll in during a semester; however, careful evaluation of obligations should be taken into account.
- (D) Specific exceptions to eligibility are defined in 19 TAC §4.85(b).
- (E) Dual credit students shall be limited to courses within their declared major and corresponding degree plan as identified in the appendix.
- (F) Dual credit students must comply with Financial Aid Satisfactory Academic Progress (SAP) requirements regardless if they are receiving aid or not.

#### **15. TRANSCRIPTION OF CREDIT**

- (A) The College as well as the high school should add a student's grades to their transcript immediately upon completion of the performance required in the course. [19 TAC §4.85(h).] Letter grades will be posted on the College transcript.
- (B) Final numerical grades will be sent to the high school representative in an encrypted spreadsheet after all grades have been collected.
- (C) The School District transcription of grades for courses may differ from the College's based on Texas Education Association policies, specifically those relating to courses required to have the End of Course State of Texas Assessment of Academic Readiness exams.

#### **16. ENROLLMENT AND TESTING**

- (A) The College will provide information sessions to all interested high school students prior to registration. These sessions will include content about academic policies,

access to student information, support services, cost, and student opportunities and commitments. Dual credit students attending for the first time will:

- (1) apply to the College.
  - (2) take any required placement tests and pay applicable fees, if required.
  - (3) complete the dual credit request form.
  - (4) complete other applicable assessments or forms.
- (B) Each semester the College will provide two placement testing sessions for each high school in the School District.
- (C) High schools can assign testing proctor(s) to be trained to administer the test on the high school campus.
- (D) Cooperatively the College and the School District will ensure students are registered and enrolled in classes.
- (E) The College will provide an orientation for first-time dual credit students.

**17. PAYMENT FOR SERVICES:**

- (A) Tuition for dual credit students is \$125 per course, per semester. The College will invoice the School District for student tuition.
- (B) Windham School District will be responsible for their student's tuition, fees, and books.

**18. DUAL CREDIT INSTRUCTION COST**

- (A) The College will pay the School District directly at the end of each semester in a lump sum for Dual Credit Instructor course sections taught on the high school campus during the school day. The payment to the school district will be based on the course enrollment as of the College census date as specified in the table. Any arrangements for payment to the Dual Credit instructors for teaching Dual Credit courses will be made by the School District.

	10-15 Students	16-19 Students	20+ Students
Lecture Course	\$700	\$1000	\$1400
Lecture/Lab Course	\$900	\$1200	\$1600

**19. ADDITIONAL COSTS**

- (A) **Low enrollment classes:** A minimum of 10 students per section is expected for all course sections taught by Dual Credit Instructors. A minimum of 20 students for



lecture courses and 15 students for lecture/lab courses is required for all course sections taught by College faculty during the school day on the high school campus.

(1) If the School District is unable to meet the minimum enrollment, the School District can choose to pay for the unoccupied seat(s) at the amount of \$125 per seat, per semester.

(B) **Hours beyond contact hours:** If the School District requests that the class taught by a College faculty meet for more than the number of contact hours approved by the THECB, the School District will reimburse the College for the costs of that additional instruction or supervision at the current College rate. As a rule, no college class will meet more than the contact hours unless a dual credit instructor is teaching.

## **20. FUNDING**

Both the College and the School District will report students for state funding purposes.

## **21. DATA SHARING**

To encourage student persistence, to assess the Dual Credit Program, and to measure student-learning outcomes, the College and School District will exchange student information, grades, and any other data, as permitted by law.

## **22. RECOGNITION OF HIGHER EDUCATION PARTNER**

When reporting and publicizing dual credit student completion of college courses, degrees or certificates at campuses where Lee College and the Windham School District partner, the School District will recognize Lee College as their Higher Education partner. In addition, the School District will include the Lee College approved logo and/or name in all communications in which any College course or program is included.

## **23. GENERAL**

(A) The Parties shall comply with all applicable state and federal laws and regulations regarding data confidentiality, privacy, and security.

(B) No assignment of this MOU or of any right accruing hereunder shall be made, in whole or in part, by any other Party without the prior written consent of the other, unless authorized by law.

(C) The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this MOU; provided however, nothing in this paragraph shall preclude any other Party from pursuing any remedies available under Texas law.

(D) Both Parties are entities whose authority and appropriations are subject to actions of the Texas Legislature. If any of the Parties become subject to a legislative change,

revocation of statutory authority, or lack of appropriated funds which would render any Party's delivery or performance under the MOU impossible or unnecessary, the MOU will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, none of the Parties will be liable to the other for any damages, which are caused or associated with such termination or cancellation. The Party terminating or cancelling under this Section shall not be required to provide advance notice.

- (E) No Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this MOU caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemics, epidemics or other causes that are beyond the reasonable control of any Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- (F) This MOU shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to any Party as an agency of the State of Texas or otherwise available to the Parties. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this MOU or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No Parties waive any privileges, rights, defenses, or immunities available to it as an agency of the State of Texas, or otherwise available to it, by entering into this MOU or by its conduct prior to or subsequent to entering into this MOU.
- (G) If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision and this MOU shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- (H) The headings used in this MOU are for ease of reference only and will not be used to interpret any aspect of this MOU.
- (I) The expiration or termination of this MOU shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- (J) This MOU is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this MOU are due in Walker County and venue is proper only in such county.

**24. TERM, RENEWAL, AND TERMINATION**

This MOU shall be effective on August 1, 2023. This MOU supersedes all other agreements or MOUs between the parties concerning a dual credit program whether oral or written. This agreement may be amended by mutual written consent. Either party may terminate the agreement with a 90-day written notice to the College's President or the School District's Superintendent.

**25. AUTHORIZATION OF AGREEMENT**

Each party represents and warrants to the other the execution of this agreement has been duly authorized and this agreement constitutes a valid and enforceable obligation of such party according to its terms.

In Witness thereof, this agreement, in duplicate of originals of equal force has been executed on behalf of the parties hereto as follows:

**WINDHAM SCHOOL DISTRICT**

Robert O'Banion  
Print Name: Robert O'Banion

CFO  
Print Title: Chief Financial Officer

[Signature]  
Signature: Robert O'Banion

8/15/23  
Date

**LEE COLLEGE**

Dr. Lynda Villanueva  
Print Name: Dr. Lynda Villanueva

President  
Print Title: President

[Signature]  
Signature: Dr. Lynda Villanueva

8/15/2023  
Date