

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

This Dual Enrollment Memorandum of Understanding (hereinafter referred to as "MOU") is between **Texas State Technical College**, an institution of higher education and an agency of the State of Texas (which may hereinafter be referred to as the "College" or "TSTC"), the **South Texas Independent School District** (which may hereinafter be referred to as the "District"), and the below listed high school(s) which is/are part of the District (which may hereinafter be referred to as the "High School Partner" or collectively as the "High School Partners"). TSTC, the District, and the High School Partner(s) may individually be referred to as a "Party" or collectively as "Parties" to this MOU.

High School Partner	High School CEEB Code	Name and Physical Address of Dual Enrollment Instructional Location/Site (Geographical Address where instruction occurs)	ISD Instructional Formats (Online, TSTC Campus, Off-site Credentialed Facility)
Science Academy of South Texas	444682		Online

The Parties enter into this MOU as authorized by [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84\(a\)](#), and agree as follows:

OVERVIEW

TSTC is committed to serving the students and communities of Texas through collaborative work with High School Partner(s). A major initiative promoting technical education and careers is the **Texas State Technical College Dual Enrollment Program**, which includes the provision of the Dual Credit state program to qualified students. Dual Enrollment agreements will be aligned with the strategic priorities of the District and the College. TSTC will annually review Dual Enrollment Pathways, Occupational Skills Award, and Level One Certificate recipients, in addition to the economic development needs of the State of Texas in order to ensure the partnerships in place are commensurate with all aforementioned strategic goals.

DUAL ENROLLMENT MISSION

In order to prepare students for educational and career success, the purpose and mission of TSTC's Dual Enrollment program is to provide a comprehensive, structured approach towards a post-secondary credential (Occupational Skills Award, Level One Certificate, Level Two Certificate, or Associate of Applied Science degree) at Texas State Technical College. This model allows students the opportunity to complete Career and Technical Education (CTE) courses and potentially prepares them to test for industry-based certifications. The High School Partner(s) agree(s) to support TSTC's Dual Enrollment students in completing coursework resulting in the successful completion of a credential in a career pathway upon high school graduation leading to matriculation to TSTC to pursue a higher level credential or immediate employability.

MOU PURPOSE

The purpose of this MOU is to outline the roles and responsibilities of TSTC, the District and the High School Partner(s). This MOU is an agreement that encompasses all programs and initiatives under TSTC's Dual Enrollment program, as required by the Texas Education Agency and the Texas Higher Education Coordinating Board.

KEY COMPONENTS OF THIS MOU

Upon execution of this MOU, TSTC agrees to:

- 1) Provide the High School Partner(s) with a career pathway leading to an industry recognized credential that is reflective of regionally based industry needs.
- 2) Support the High School Partner(s) by way of College recruitment presentations and informational meetings for all students at the High School Partner(s) locations throughout the school year.
- 3) Advise the High School Partner(s) and students of dual enrollment opportunities within a career pathway that leads to immediate employability or to matriculation into TSTC, with the intention of helping to place students in high-demand, high-wage jobs.
- 4) Provide pathway alignment of TEA approved Endorsements and Program of Study course TEKS to College course Workforce Education Course Manual (WECM) outcomes by way of suggested crosswalks for dual enrollment courses, postsecondary pathways, credentials at the institution, and industry certifications. Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 (c).
- 5) Post a copy of this MOU to TSTC's website at de.tstc.edu in accordance with Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 (c.10) and, upon completion of this document, provide a copy for the High School Partner(s) to post to the District's website.

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

- 1) Work with the Office of Dual Enrollment to identify and complete the Pathway Offering Form, electronically sent after receipt of the signed MOU (Attached hereto as an example, **EXHIBIT A**).
 - a) High School Partner(s) wishing to add new dual enrollment technical pathways to their existing Pathway Offering form must submit their request in writing to the Office of Dual Enrollment no later than April 28, 2023, for Academic Year 2023-2024 implementation.
- 2) **Adhere to TSTC's dual enrollment deadlines as outlined below and within the Academic Calendar and to follow all College enrollment procedures and guidelines for dual enrollment students.**

****Dates are subject to change***

Deadline to submit signed 2023-2024 MOU	March 10, 2023
Deadline for Off-Site Facilities Approval	March 30, 2023

Deadline for new DE Instructor Credentialing (Application/Documentation Submitted to College)	April 7, 2023
Deadline for submission of all student applications/documents Fall 2023	June 30, 2023
Deadline for all onsite (TSTC Campus) student registration	July 14, 2023

- 3) Coordinate with TSTC regarding Dual Enrollment presentations throughout the academic year on a predetermined basis (fall and spring) to include both application and registration drives, in addition to other presentation format options.
- 4) Notify TSTC of any special Texas Education Agency designation plans, obligations or proposed partnerships for all grant applications. **A copy of the proposal and/or a detailed statement of work must be provided to TSTC, to be vetted through the Office of Dual Enrollment, the Office of the Provost and the Office of Sponsored Programs, a minimum of thirty (30) days before the grant application is due.** TSTC will provide a written response (approval or disapproval) within two weeks of receipt of the request and the appropriate documentation.
- 5) Post a copy of this MOU to the District's website in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 \(c.10\)](#)

STUDENT ELIGIBILITY

TSTC requires High School Partner(s) to follow all College enrollment procedures and guidelines for dual enrollment students. All students must meet dual enrollment admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85](#), and as stated in the College's [Statewide Operating Standard ES.4.07, Admission of Students](#).

Newly enrolled Seniors will only be allowed to participate if they are able to complete, at minimum, nine credit hours and/or the Occupational Skills Award tied to the DE Program. Considerations will be evaluated on a case by case basis when special designations in the College & Career Readiness School Models (CCRSM) exist.

The Texas Success Initiative Assessment (TSIA) 2.0 is a program designed to assess students' readiness for postsecondary coursework and provide appropriate interventions, services and instructional activities to prepare students for success in college-level courses. Dual Enrollment students must take the TSIA 2.0 assessment prior to enrolling with TSTC unless otherwise exempt or waived.

ELIGIBLE COURSES

Courses offered by TSTC are developed based on the guidelines published in the [Workforce Education Course Manual \(WECM\)](#) adopted by the Texas Higher Education Coordinating Board (THECB) and must be in the approved course inventory of the College and approved for dual enrollment by the College's applicable instructional department and TSTC's Office of Dual Enrollment. **Remedial or continuing education courses will not be offered for dual credit. TSTC does not offer**

concurrent enrollment to high school students, except where Individual Approval is met, as stated in TSTC's [Statewide Operating Standard \(SOS\) ES.4.07, Admission of Students](#).

ACADEMIC POLICIES AND ENROLLMENT PROCEDURES

Academic policies and procedures applicable to regular College courses and students will also apply to dual credit courses. Academic policies can be found in the [TSTC Statewide Operating Standards \(SOS\)](#) and [TSTC Catalog and Student Handbook](#), which are published and available on TSTC website at www.tstc.edu. Specifically, students are to abide by the Rules and Regulations set forth in the aforementioned College Catalog and Student Handbook for the current academic year.

Enrollment

The High School Partner(s) will designate **ONE** High School Contact responsible for:

- 1) guiding students in the selection of one career pathway from the list of programs agreed upon between the High School Partner(s) and TSTC on the Pathway Offering Form. The enrollment in multiple career pathways is not permitted; and
- 2) coordinating and tracking submission of all required documents for admissions and registration; and
- 3) submitting of all required documents for admission and registration to the assigned Dual Enrollment Representative by June 29, 2023; and
- 4) adhering to all established College deadlines, policies and procedures including but not limited to schedule changes including, additions, drops, and withdrawals; and
- 5) working in collaboration with the College's dual enrollment office regarding admissions, advisement, registration, grading, reporting and program improvements; and supporting student communication with instructors.

High School Partner Contact Name: <u>Laura Villarreal</u>
Email Address: <u>Laura.villarreal@stisd.net</u>
Phone Number: <u>956.514.6305</u>

TSTC will designate one Dual Enrollment Representative responsible for:

- 1) coordinating and tracking submission of all required documents for admissions and registration from the High School Partner(s); and
- 2) submitting documents from High School Partner(s) for admission and registration to the Office of the Registrar; and
- 3) working with the High School Partner(s)' designated Dual Enrollment contact to schedule and conduct application and registration drives, program presentations and campus tours.

Student Drops/ Withdraws

Students are responsible for notifying their high school counselor and Dual Enrollment

Representative if they are wanting to withdraw from their course(s). Students are required to sign and submit a signed Course Schedule Change form to their counselor and Dual Enrollment Representative by the pre-established due date in order to be formally dropped from their enrolled course(s). Students who drop after the refund period will still incur the dual enrollment tuition fee in accordance with [Statewide Operating Standard \(SOS\) FA 1.09, Refund of Tuition and Fees](#).

Academic Instructional Calendar

Dual Enrollment classes will follow TSTC's Academic Calendar. Exceptions may be arranged through collaboration between the College and the High School Partner(s).

METHOD OF DELIVERY AND LOCATION OF CLASS

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

- 1) Delivery at the High School Partner(s)' campus in a hybrid modality utilizing a certified high school teacher credentialed and employed and defined in [Statewide Operating Standard \(SOS\) ES 1.11, Faculty Credentials](#) as a College Dual Enrollment Instructor (DE Instructor); or
- 2) Delivery on a TSTC campus utilizing College Instructors whereby students are integrated into traditional course section offerings; or
- 3) Delivery online utilizing a TSTC Instructor.

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

Dual enrollment classes taught in a hybrid modality, as defined by the Texas Higher Education Coordinating Board (THECB), [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter P, Rule §4.257](#), is "A course in which the majority (more than 50 percent but less than 85 percent), of the planned instruction occurs when the students and instructor(s) are not in the same place. Hybrid courses taught by TSTC comprise of the lecture component of the course delivered 100% online and the lab component delivered face-to-face.

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

- 1) Distance Education: Distance education courses encompass online and hybrid courses as stated in TSTC's [Statewide Operating Standard \(SOS\) ES.2.20, Distance Education](#). Dual enrollment students participating in classes delivered online by TSTC are not required to be at the off-site location to receive instruction. Online courses that are delivered 100% online are accessible at any time or location where a student has a computer and internet access. College courses delivered 100% online must be offered by a TSTC instructor and are not eligible for off-site credentialing; or
- 2) Special technical programs approved to run outside the designated block time; or
- 3) Courses taught at high school, face-to-face.

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

COURSE CURRICULUM, INSTRUCTION, AND GRADING

High School Partner(s) that participate in the Dual Enrollment Program at Texas State Technical College will comply with procedures and guidelines established by TSTC.

Grading Procedures

All DE Instructors will follow the College's grading system as stated in TSTC's [Statewide Operating Standard \(SOS\), ES. 4.06, Grading System](#) as well as the grading criteria in the department-approved syllabus.

- 1) A student must earn a grade of C or better in a WECM course to pass.
- 2) Performance-Based Education (PBE) courses require a grade of B or better to pass and enroll in the next course.
- 3) Dual Enrollment students are issued letter grades as pursuant to TSTC's grading system. Dual Enrollment Representatives cannot provide numerical grades to the High School Partner(s). **If High School Partner(s) require a numerical grade they must directly contact the instructor of record for the course(s).**

Books and Supplemental Materials

The High School Partner(s), or student(s) if the High School Partner(s) designates, are responsible for obtaining the correct editions of required textbooks, tools, uniforms, software, and/or supplies, computer specifications, and access to online platforms, i.e. YouTube, YuJa, etc., **before the first day of the college's class**. Textbooks, materials, and supplies are available for purchase through the TSTC bookstore at <https://www.tstc.edu/student-life/bookstores/>. Some programs use digital textbooks from a third party platform that is built into the online Learning Management System. The District will receive a separate invoice reflecting the cost of the textbook if students do not opt out of this option.

Each semester, the Office of Dual Enrollment will share the upcoming semester's textbook and additional materials requirements with the High School Partner(s). A list of required materials will be provided by the DE office and posted on the DE website at de.tstc.edu, located under Educator Resources.

Please note: Failure to ensure students are prepared for class could result in the student's removal from the course and can impact TSTC's decision to execute subsequent partnership agreements with the High School Partner(s).

Signature Dr. Marco Antonio Lara, Jr.

FACULTY QUALIFICATION, SELECTION, HIRING, SUPERVISION AND EVALUATION

TSTC has established an approval process for selecting and approving qualified faculty to teach dual enrollment courses. Faculty applying to teach a Dual Enrollment pathway must meet the credential requirements as stated in TSTC's [Statewide Operating Standard \(SOS\) ES.1.11, Faculty Credentials](#), which includes the criteria used by the College to determine teaching eligibility. Applicants

are required to submit all required documents for the hiring process (including a **completed employment application, résumé and copies of transcripts and/or industry certifications**) to TSTC's Department of Student Learning via Workday.

- 1) TSTC will ensure that College faculty teaching dual enrollment courses have met acceptable national criminal background checks, including fingerprinting.
- 2) Each approved Dual Enrollment Instructor will be supervised by TSTC'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 TSTC's [Faculty Qualifications and Credentialing Manual](#).
- 3) In the event of an investigation of a personnel matter, the College and the High School Partner(s) will work collaboratively and in a timely manner share any and all information necessary with TSTC's Human Resource office and the corresponding Districts' Human Resource office.

Employment with College is contingent upon the following:

- 1) TSTC complies with the Immigration Reform and Control Act; all positions are contingent upon proof of eligibility to accept employment in the United States. Documentation of eligibility must be provided within 72 hours of application
- 2) Satisfactory evaluation of references and required criminal background checks.
- 3) Satisfactory results of pre-employment medical exam (drug screen only).
- 4) Continued employment is contingent on the required approval, availability of funding, satisfactory performance assessment, and a continued need for the position in the College's department.
- 5) Employees are held responsible for ensuring that **official** transcripts are received by TSTC no later than his or her 30th day of employment. Failure to do so could result in termination of employment.
- 6) Submission of a completed application, along with required documentation, must be done no later than April 7, 2023.
- 7) Continued employment is contingent on an executed MOU with the District and High School Partner.

College DE Instructors will receive stipend pay for the semester the course is taught which will be divided and paid out monthly according to the course start and end dates. The 2023-2024 stipend system is as follows:

Dual Enrollment Instructor Stipend Per Semester	\$750 1-2 courses	\$1,250 3-4 courses	\$1,500 5+ courses
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High School Partner(s) and Dual Enrollment Instructor Expectations:

- 1) The DE Instructor will follow current College procedures to ensure students participating in the course(s) are officially listed on the roster by TSTC's Census date. Any student not on the roster by the 11th day of class (Census Day) will not be enrolled in the course.
- 2) The DE Instructor(s) will report to the designated Statewide Department Chair for the program with which they are associated for instructional guidance and support including course delivery expectations.

- 3) DE Instructors will submit required reporting documents through the designated Learning Management System and Workday (such as: submission of midterm and final grades and certification of rosters) in accordance with all timelines and due dates. **All new Dual Enrollment Instructors will attend and complete an online Faculty Orientation administered by the Office of Dual Enrollment prior to the first day of class.**

Please note: If Faculty Orientation or other annual online training required by TSTC is not completed by the Dual Enrollment Instructor prior to the first day of class, the associated pathway will not be offered to the High School Partner(s).

- 4) DE Instructors will attend an annual online training, as required by TSTC, and submit required credentials (CV and syllabus, transcripts) accordingly. DE Instructors must comply with HB 2504 and submit the required curriculum vitae (CV) and the course syllabus by the appropriate deadline each semester, by using Workday.
- 5) The High School Partner(s) will allow release time from high school duties for DE Instructors to complete faculty training required by TSTC.
- 6) In order to ensure instructional needs are met, the High School Partner(s) will notify TSTC's Dual Enrollment office of any DE Instructor personnel changes ninety (90) days prior to the first day of the semester. Any sections with changes in High School personnel within ninety days of the first day of class may be subject to cancellation.
- 7) In order to ensure instructional needs are met, if any staffing personnel changes occur due to extended leave, the High School Partner(s) are required to notify the Office of Dual Enrollment immediately.
- 8) The rigor of college-level course work can often require additional time outside of class in order to meet all course learning objectives and outcomes; therefore, DE Instructors should encourage students to allow a sufficient amount of time to complete out-of-class work assignments.
- 9) When issuing grades, DE Instructors are not permitted to alter the earned College letter grade scale, which may differ from the High School Partner(s)' numeric grade scale.
- 10) Dual Enrollment students are expected to meet the required minimum number of contact hours per semester in courses offered at the High School Partner(s)' location.

FACILITIES, TEACHING ENVIRONMENT, ENROLLMENT

Facilities

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

- 1) **High School Partner(s) are required to enroll a minimum of 15 College Dual Enrollment students for each offsite course section offered at the High School Partner(s) request..**
- 2) High School Partner(s) will ensure that DE Instructors and dual enrollment students have appropriate access to all available instructional resources and essential technology.
- 3) High School Partners will ensure that all required textbooks, materials and additional supplies will be acquired by the ISD or student prior to the first day of class
- 4) High School Partner(s) shall permit access to TSTC's electronic learning resources when the

- course is taught at the High School Partner(s) facility; and
- 5) High School Partner(s) offering courses shall meet the laboratory safety standards and have materials/equipment that comply with College program requirements.
 - 6) High School Partner(s) will ensure the safety and security of the High School facilities where dual enrollment classes are held on High School leased or owned property.
 - 7) TSTC will ensure the safety and security of the College's facilities where dual enrollment classes are held on College leased or owned property.

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

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

Signature Dr. Marco Antonio Lara, Jr.

Composition of Class

Dual Enrollment courses will be composed as defined by the Texas Higher Education Coordinating Board laws and regulations, the [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85](#).

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

- a) If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course; or
- b) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c) If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

Monitoring Instruction

High School Partner(s) will work with TSTC so that College personnel will have the opportunity to monitor the quality and rigor of instruction in compliance with the College's course syllabus and the standards established by the state of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the High School Partner(s). TSTC's Student Learning Department Chair must conduct a faculty evaluation. The evaluation and training shall include, but not be limited to:

- 1) Coordinated check-ins with the Student Learning designee (face-to-face or online);
- 2) A College end-of-semester course and instructor evaluation completed by students sent to their mymail@tstc.edu email account; and
- 3) A mandatory yearly instructor orientation/training session for all DE instructors, offered online during the month of August.

FINANCE AND FUNDING

Tuition and Fees

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

Refund Schedule

Refunds will follow [Statewide Operating Standard FA 1.09, Refund of Tuition and Fees](#), unless the fees are specifically designated as non-refundable. Students enrolled in semester credit hour courses who drop a class or withdraw from school prior to the first class day shall receive a 100 percent refund. Students in semester credit hour courses who officially withdraw from school or drop a course after classes begin shall receive their tuition and fees refunded according to the following schedule:

Length of class in terms of weeks	Last class day of 70% refund	Last class day for 25% refund
5 weeks	5th day	6th day
7 weeks	7th day	9th day
15 weeks	14th day	19th day

Invoicing

TSTC will invoice the High School Partner(s) for all applicable tuition and fee charges under the sponsorship billing process. Invoicing will start after the refund period ends on the 19th class day. Student registration for subsequent academic terms will not be completed until payment is received by the College. The High School Partner(s) will designate a Business Accounting Office Contact to work with TSTC’s Student Accounting office regarding invoices.

Please note: The Business Accounting Office Contact, listed below, will receive the invoices and be responsible for remitting payment to the College.

Business Accounting Office Contact Name: <u>Jaime Faz</u>
Email Address: <u>jaime.faz@stisd.net</u>
Phone Number: <u>956.514.4222</u>

STUDENT RIGHTS AND RESPONSIBILITIES

Dual enrollment students must abide by the Code of Student Conduct outlined in the current College Catalog and Student Handbook. Dual enrollment students will be dismissed for disruptive behavior and referred to their high school principal or designee for disciplinary action on the high school side. Dual Enrollment students attending classes on TSTC's campus will be treated as college students and are responsible for knowing all rules and regulations of the College. Student conduct violations will be handled through the Code of Student Conduct, [Statewide Operating Standard ES 3.23, Student Rights and Responsibilities](#).

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

Prior to the first day of class of their first enrolled semester, all Dual Enrollment students must complete:

- a) The Dual Enrollment New Student Orientation administered by the Office of Dual Enrollment;
- b) Review their Student Online Responsibilities at de.tstc.edu located under Resources;
- c) Set up their TSTC OneID;
- d) Complete the Student Online Learning Orientation (SOLO).

Dr. Marco Antonio Lara, Jr.
Signature Line _____

Student Grievances/Complaints

Procedures for handling student grievances or complaints, as it relates to the college course or customer service, are applicable to all students, including those enrolled in dual credit courses. Dual enrollment students with grievances or complaints shall follow the procedures as stated in TSTC's [Statewide Operating Standard \(SOS\), ES.3.24, Student Grievances and Complaints](#), as published in TSTC's [Student Catalog and Student Handbook](#).

STUDENT SUPPORT SERVICES

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

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

The High School Partner(s) agree that in classes for which college credit is awarded, accommodations will need to meet standards under the ADAAA and Section 504, subpart E, and will adhere to TSTC's current policies and procedures for determining reasonable accommodations and grievances. Service coordination and costs of required accommodations will be afforded through a collaborative effort. Building and information technology access will be the responsibility of the owner/provider of that infrastructure, including access to web-based curriculum materials.

The High School Partner(s) agree that classes in which high school credit is awarded, the ADA and Section 504, subpart D, accommodations will be the responsibility of the High School Partner(s). If an accommodation fundamentally alters the course, college credit will not be awarded. Students with disabilities who require accommodations will be required to self-disclose with TSTC's Access & Learning Accommodations (ALA) Office.

All dual enrollment students have access to supplemental instruction and tutoring services provided by **TSTC's Office of Student Success**. Dual enrollment students also have access to the **Advocacy and Resource Center**, which is designed to assist students with non academic barriers, including basic needs, child care, food pantry, lending library and transportation. Students are responsible for contacting the office for services as needed.

It is the responsibility of the dual enrollment students, their parents/legal guardians or sponsoring agents to provide health and accident insurance for the dual enrollment students. Further, High School Partner(s), the dual enrollment students, their parents/legal guardians or sponsoring agents will hold the College harmless and waive any claims, past, current or future, they may have for any death, personal injury, property damage or accidents involving students or visitors while on TSTC's campus or off-campus instructional site locations.

Learning and Library Resources

All dual enrollment students and DE Instructors have access to TSTC's learning and library resources via the Learning Resource Center (http://tstc.edu/student_life/learningresource). Students will receive regular and timely instruction in the use of the library and other resources.

TRANSCRIPTION OF CREDIT

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

ARTICULATED CREDIT

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

CAMPUS ACTIVITY AND TRANSPORTATION

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

FERPA

The Parties agree to maintain the records for all students by all applicable federal, state and local laws. For the purposes of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974

(FERPA), TSTC hereby designates the High School Partner(s) as a school official with legitimate education-related interests in the educational records of the students who participate in the dual enrollment program to the extent that access to the records is required by the High School Partner(s) to carry out the functions of the program. The Parties agree to maintain the confidentiality of the students' educational records in accordance with the provisions of FERPA. The Parties shall not release educational records to any third party without written consent by the affected student.

CYBERSECURITY TRAINING

If District has access to a TSTC computer system or database, District represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training certified by the Department of Information Resources (DIR) and required verification of completion of the training program.

FORCE MAJEURE

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

TEXAS PUBLIC INFORMATION ACT

Notwithstanding any provisions of this MOU to the contrary, the High School Partner(s) understands that TSTC will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the attorney general of the state of Texas. TSTC will notify High School Partner(s) of receipt of a request for information related to this MOU. High School Partner(s) will cooperate with TSTC in the production of documents responsive to the request.

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

MEMORANDUM OF UNDERSTANDING (MOU)

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

COUNTERPARTS

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

EFFECTIVE DATE AND TERM

The effective date of this MOU is active upon signature of all parties and applies to the **2023-2024 academic year.**

SIGNATURES

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

Texas State Technical College

1902 North Loop 499
Harlingen, TX 78550

By:



Cledia Hernandez
Acting Vice Chancellor & Interim Chief Ext. Relations Officer

Date:

Jan 10, 2023

By:



Amanda C. Posada
TSTC Campus Provost

Date:

Jan 10, 2023

High School Partner South Texas ISD

900 Med High Drive
Mercedes, TX 78570

By:



Dr. Marco Antonio Lara, Jr.
Superintendent
South Texas ISD

Date:

Jan 10, 2023

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

Exhibit A



TSTC PATHWAY OFFERING FORM

In the spaces below, please indicate the pathways _____ High School proposes to offer for the 2023-2024 Academic Year. *Please note: The pathway proposal will initiate the development of an annual Memorandum of Understanding (MOU) but does not substitute as an agreement.*

High School Information:

ISD Name /Texas Home School/ Other Entity:			
High School Name:			
High School Principal Name / CTE Designee:		CEEB Code:	
Email Address:			

High School Contact (HS Counselor or Designee as indicated in the MOU):

Contact Name:		Phone Number:	
Email Address:			

Exhibit A
Do Not Use

Pathway Offering Information:

Program Name	Program Major Code	Courses Comprising Pathway	Instructional Format On-campus, Off-site or Online

Signatures of Approval:

High School Principal or CTE Designee		Signature		Date
Student Learning Designee(s)		Signature(s)		Date
Executive Director of Dual Enrollment		Signature		Date