

MIDWESTERN STATE UNIVERSITY (MSU TEXAS)
Dual Credit Enrollment Memorandum of Understanding

Recognizing that there are outstanding students who accelerate their high school academic programs and lack only a partial course load to complete graduation requirements, Midwestern State University ("MSU Texas") and Wichita Falls Independent School District (WFISD), enter in to this high school concurrent enrollment agreement. This Memorandum of Understanding for Dual Credit Partnership Agreement ("MOU") is effective as of the date of full and final execution below, pursuant to the authority granted in compliance with Texas Education Code §§ 28.009, 29.182, 29.84; and 19 Texas Administrative Code Chapter 4, Subchapter D, and Chapter 9, Subchapter H. Individually, MSU Texas and WFISD are referred to herein as "Party" and collectively as "Parties."

The Parties to this MOU desire to jointly establish and participate in a Dual Credit Partnership ("Partnership") to allow high school students to earn course credit for award of both high school credit and college certificate and or baccalaureate credit. The use of "Dual Credit" in this document includes "Dual Enrollment"; Dual Enrollment may have additional requirements in this document. Texas Education Code §§ 28.009, 29.182, 29.184; and 19 Texas Administrative Code Chapter 4, Subchapter D and Chapter 9, Subchapter H, authorize an institution of higher education to contract with a public-school district for the provision of instruction resulting in dual credit received by a student for such course.

The following conditions apply to the MOU and Partnership:

I. Program Goals

This MOU's dual credit program goals align with statewide goals. Statewide goals for dual credit programs address:

- A. A dual credit program's achievement of enrollment in and acceleration through postsecondary education;
- B. Performance in college-level coursework;
- C. Effective bridge between secondary and postsecondary; and
- D. Specific program goals aligned with statewide goals.

II. Eligible Courses

- A. MSU Texas will evaluate courses offered for dual credit and will approve them through the curriculum approval process in accordance with Texas Higher Education Board ("THECB") requirements.
- B. Courses offered for dual course credit must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual or as college-level workforce education courses in the current edition of the Workforce Education Course Manual.
- C. Courses offered for dual credit are in MSU Texas's approved undergraduate course inventory. If WFISD wishes to substitute one of their courses for one taught at MSU Texas, WFISD must create a crosswalk that clearly demonstrates how the WFISD course meets the

learning and instruction requirements of the MSU Texas course. This crosswalk must be approved by MSU Texas prior to the beginning of course instruction.

- D. Remedial and developmental courses are not offered for dual credit.
- E. Specific course offerings will be determined collaboratively by MSU Texas and WFISD.
- F. MSU Texas courses eligible for dual credit must satisfy at least one of the following:
 - a. A course in MSU Texas's core curriculum;
 - b. A course offered by MSU Texas providing credit in a field of study curriculum developed by the THECB under Texas Education Code §61.823, or a program of study curriculum established by THECB under Texas Education Code §61.8235;
 - c. A foreign language course;
 - d. A course that prepares learners for success in academia and the workplace.

III. Academic Eligibility Requirements:

- A. Dual Credit
 - a. The student must have an unweighted high school GPA of 3.0 or higher on a 4.0 scale, or
 - b. The student must be in the top 25% of their high school graduating class.
- B. Dual Enrollment
 - a. The student must be enrolled at WFISD, and
 - b. The student must be identified as a participant by WFISD.

IV. Application, Registration, and Change of Schedule Procedures:

- A. The applicant must have the following credentials and documentation on file with MSU Texas Admissions by August 1, for the fall semester; by December 1, for the spring semester; and by May 1, for the 1st summer session, or June 1, for the second summer session:
 - a. Application for concurrent admission, including the statement of agreement signed by the student, parent/guardian, and counselor/principal.
 - b. Official high school transcript.
 - c. Official transcripts from other college(s) attended, if applicable.
 - d. Proof of meningitis immunization if attending an in-person class on the MSU campus.
- B. Registration will be coordinated through MSU Texas Admissions in conjunction with the high school's counselor.
- C. The student will register and pay all regular tuition and fees during the regular registration period and as an MSU Texas student will be responsible for observing all University regulations.
- D. The high school counselor and the MSU Texas dual credit coordinator must approve changes to student schedules including drops or withdrawals.

V. Location of Classes

- A. Dual credit courses may be offered at a WFISD campus, MSU Texas, online, or some combination thereof.
- B. Enrollment of a WFISD student in an online dual credit course will be reviewed with the parent/guardian and student. The review will serve to explain the requirements and expectations of online courses. The ultimate enrollment decision rests with MSU Texas after consultation with the appropriate WFISD counselor.

VI. Student Composition of Classes

- A. Dual credit courses may be offered face-to-face at a WFISD campus, face-to-face at MSU Texas, or online.
- B. Dual credit courses taken at a WFISD campus will be composed solely of dual credit students.
- C. Dual credit courses taken at MSU Texas can be composed of both dual credit students and college credit students.
- D. Exceptions for a mixed course that combines college credit and high school credit-only students may be allowed only when the creation of a high school credit-only course is not financially viable for the high school or the university, and only under the following conditions:
 - a. 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 course;
 - 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 technical/college workforce education course and the high school credit-only students are eligible to earn articulated college credit.

VII. Faculty Selection, Supervision, and Evaluation

- A. WFISD faculty teaching a dual credit course at a WFISD campus must be approved in advance by MSU Texas. All other dual credit instructors shall be selected among regularly employed faculty members of MSU Texas. MSU Texas shall provide all instructors for online dual credit courses.
- B. All instructors must meet the minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), which are listed as Standard 6.2.a on the Faculty Credential Table located at <https://sacscoc.org/app/uploads/2019/07/faculty-credentials.pdf>.
- C. All dual credit instructors will be evaluated. The evaluation process will follow the same evaluation process used for all MSU Texas instructors.
- D. All dual credit instructors are required to comply with TTU System Regents' Rules and Regulations and MSU Policies and Procedures.
- E. WFISD faculty teaching the dual credit course at a WFISD campus will do so as part of a regular teaching assignment. MSU Texas must approve all instructors prior to any teaching. Any changes in teaching assignments must be approved by MSU Texas.
- F. WFISD shall provide, free of charge, a WFISD employee or other individual approved by MSU Texas, to proctor all assessments as needed for online dual credit courses, to serve as a student mentor, to receive student performance email notifications, and any other reasonably necessary duties to facilitate this MOU.
- G. All instructors shall be required by MSU Texas to participate in outcomes assessment activities.
- H. All instructors shall be required by MSU Texas to participate in MSU Texas professional development activities associated with their dual credit instruction.
- I. Official transcripts of instructors must be received within 30 days of the start of the academic term.

VIII. Contractor Personnel Screening and Registry Compliance

- A. Background Checks Required: Contractor shall submit appropriate paperwork for all Contractor employees, agents, or subcontractors assigned to provide services on District property to be processed for a criminal history background check with Risk and Contract Management prior to providing services. Contractor may satisfy this requirement by certifying or providing documentation that such individuals have successfully completed Contractor's institutional background screening process upon hire or assignment. Please see Attachment B for forms to be completed.
- B. Fingerprinting Exemption: The parties agree that national, fingerprint-based criminal history record information (CHRI) reviews under TEC § 22.0834 are not required for this Agreement.
- C. TEA Do Not Hire Registry Search: Pursuant to Texas Education Code (TEC) Chapter 22A (Subchapter D), Contractor certifies and agrees that, to the extent applicable to Contractor as an institution of higher education, prior to assigning any employee, agent, or subcontractor to perform services under this Agreement, District shall screen the individual against the Texas Education Agency (TEA) Do Not Hire Registry.
- D. Prohibition and Enforcement: Contractor is strictly prohibited from knowingly allowing any individual listed on the TEA Do Not Hire Registry to perform services under this Agreement or enter District property. District shall maintain documentation verifying these registry checks and must immediately remove any individual from District service who is subsequently added to the registry and identified to Contractor by District as ineligible to provide services under applicable law.

IX. Course Curriculum, Instruction, and Grading

- A. WFISD is responsible for determining that the MSU Texas course(s) approved for dual course credit meets the essential skills and knowledge required by the Texas Education Agency.
- B. Dual credit courses will be taught at a college level.
- C. Dual credit students are required to adhere to MSU Texas Academic Honesty Policy and Procedures as outlined in the MSU Texas Student Handbook.
- D. MSU Texas recommends dual credit students pursue academic support for their dual credit courses through MSU Texas, either through the course professor, teaching assistant, MSU Texas Tutoring and Academic Support Programs (TASP), or other MSU Texas resources.
- E. School partners should be cautious in recommending instructors not hired specifically for the dual credit course provide students with assistance, as they may not be knowledgeable about the norms and expectations of an MSU Texas course taken for college credit.
- F. A dual credit course and the corresponding course offered at the MSU Texas campus are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation as non-dual-credit courses taught at MSU Texas.

X. Course Crosswalks

- A. A course equivalency crosswalk will be used to equate high school courses with college courses that identifies the number of credits that may be earned for each course completed through the dual credit program.
- B. Course Crosswalks show the correlations between MSU Texas's student learning outcomes ("SLOs") and the Texas Essential Knowledge and Skills ("TEKS"). TEKS are the state standards for Texas public schools from kindergarten to 12th grade.

- C. To consider offering a course as dual credit, the alignment between the SLOs and the TEKS must be examined and an official document or crosswalk must be approved by MSU Texas that documents each match.

XI. Academic and Student Support Services

A description of the academic supports and guidance provided to students participating in the dual credit program is listed below.

- A. Tutoring
- B. Advising
- C. Career Services
- D. Disability Support Services
- E. Dual credit students are exempt from paying fees associated with MSU's Wellness Center. Dual credit students may use the Wellness Center if they elect to pay the appropriate fee.
- F. Dual credit students are eligible to use the same or comparable support services offered to all MSU Texas students, including services (e.g., academic advising and counseling), learning materials (e.g., library resources), and other benefits. Other services may be available on the campus based on student and community needs.

XII. Roles and Responsibilities

A description of WFISD's and MSU Texas's respective roles and responsibilities in providing and ensuring the quality and rigor of instruction of the dual credit program are listed below:

- A. MSU Texas will ensure that all SLOs are taught in the dual credit course. Instructional outcomes and materials for dual credit course sections must be equivalent to the corresponding MSU Texas course.
- B. MSU Texas will provide training on the Student Learning Outcome Assessment process.
- C. MSU Texas will provide professional development opportunities for dual credit instructors every academic year.
- D. MSU Texas is solely responsible for approving textbooks used in MSU Texas-level courses, and the dual credit instruction shall only use textbooks approved by MSU Texas for the dual credit courses.
- E. MSU Texas will provide a syllabus guide and approve the syllabi for all dual credit courses.
- F. MSU Texas is responsible for verifying the credentials for all dual credit instructors.
- G. MSU Texas will provide contact information for an MSU Texas coordinator to WFISD and will update this information as personnel changes occur. The coordinator will be responsible for providing support to WFISD personnel as needed, as well as keeping them informed of any changes or additions to the catalog of available courses.
- H. At the end of each semester, an MSU Texas representative will submit a final grade report to WFISD. This report will include both numeric and letter grades for students.
- I. The dual credit instructor is responsible for completing all administrative tasks as required by the MSU Texas department associated with the dual credit course.
- J. WFISD will provide academic advising services, admissions counseling, enrollment information, and semester course scheduling.
- K. WFISD will provide communication regarding MSU Texas dual credit courses and procedure updates.

- L. WFISD will post information about the Program and dual credit opportunities on the WFISD website.
- M. WFISD assumes responsibility for TEKS and other elements of high school instruction.
- N. Curriculum and instruction will be the same and dual credit students will be expected to perform at the same level as traditional college students.

XIII. Transcription of Credit and Grades

- A. MSU Texas will provide student grades to the high school counselor upon the completion of each semester. Students can access their end of semester grades online.
- B. An official high school transcript relating the student's continued progress should be provided to MSU Texas admissions on an annual basis while the student continues in the high school dual credit program.
- C. Official MSU Texas transcripts will be available upon completion of the dual credit courses.

XIV. Funding

- A. The cost per course, as separately agreed to by MSU Texas and WFISD, is paid to MSU Texas. WFISD may choose to pay a portion or all of this cost. Otherwise, the student is fully responsible for the cost of each course.
- B. Students are responsible for the cost of textbooks, if applicable. WFISD may choose to pay a portion or all of this cost.

XV. Civil Rights Compliance, Complaints, Student Conduct, Student Discipline, and Student Responsibilities

- A. MSU Texas and WFISD have policies and procedures in place to receive, investigate, and promptly resolve student and employee complaints alleging civil rights violations. Nothing in this MOU shall change the obligations of each to have in place and utilize its own complaint resolution processes for students enrolled at MSU Texas or WFISD, including dual credit enrolled students. MSU Texas and WFISD agree that each will cooperate with any investigations conducted by the other.
- B. In the event a student enrolled in the dual credit program taught at MSU Texas engages in conduct that would result in disciplinary action against an MSU Texas student, MSU Texas agrees to advise WFISD of the conduct before the finalization of any disciplinary action against the student. However, MSU Texas may remove a student from the course or the premises in the event that the student engages in conduct that is considered to be disruptive, dangerous, or threatening to others, without prior communication with WFISD.
- C. Students enrolled in dual credit educational programs are subject to all the academic and disciplinary policies and standards of both MSU Texas and WFISD. MSU Texas and WFISD agree to inform the other if a dual credit student is subject to disciplinary action that may affect the student's status as a dual credit enrolled student prior to the finalization of any disciplinary action against the student.
- D. Students will be in regular attendance at both institutions and will be responsible for following regulations on all campuses.
- E. Students in this program are not allowed to join fraternities/sororities until they graduate from high school.

XVI. Disability Accommodations

- A. WFISD understands and acknowledges that disability laws apply differently in MSU Texas courses than in K-12 courses. Additionally, accommodations that are available in K-12 may be different or unavailable in college-level courses.
- B. Students enrolled in college-level courses are considered MSU Texas students. Thus, students are responsible for requesting disability accommodations in accordance with MSU Texas policies and procedures.
- C. WFISD acknowledges that costs incurred in providing college-level accommodations to dual credit students will be shared between MSU Texas and WFISD.

XVII. FERPA Compliance and Data Sharing

- A. If a student is enrolled concurrently at MSU Texas and WFISD in a dual credit program, the Parties may disclose an education record regarding the student in accordance with United States Code, 34, CFR 99.34.
- B. WFISD agrees that, once a student is registered in a MSU Texas course, the student is under the post-secondary rules of the Family Educational Rights and Privacy Act (FERPA) and students are given the right of privacy in their educational records when enrolled in MSU Texas courses, regardless of their age. Any release of the student's records to parents, legal guardians, or third parties by MSU Texas is at the sole discretion of MSU Texas.
- C. MSU Texas acknowledges that WFISD may release FERPA-protected information to the parent or legal guardian if requested.
- D. The Parties agree that each has a legitimate educational interest in the students' educational records for purposes of FERPA. Both Parties shall ensure that its employees and agents comply with these and all other federal and state laws governing the rights of dual credit students with respect to educational records and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

XVIII. Term and Termination

- A. This MOU shall remain in effect from July 1, 2026, through June 30, 2027. By June 30, 2027, and each June 30 afterwards as appropriate, and upon mutual agreement, Parties will have the option to renew for one-year terms.
- B. Notwithstanding any other provision of this MOU, either Party shall have the right to terminate this MOU for legislative updates or convenience upon thirty (30) calendar days' written notice to the other Party.

XIX. Legal Compliance

The Parties agree to operate the dual credit program and perform their obligations under this MOU in compliance with the applicable federal, state, and local laws implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to,

- A. The following federal statutes as may be amended: Title IV of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the American with

Disabilities Act; the Family Educational Rights and Privacy Act of 1974; and Title IV of the Higher Education Act of 1965;

- B. The Texas Constitution;
- C. Applicable provisions of the Texas Education Code;
- D. State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students;
- E. State record retention laws;
- F. Applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapter D and Chapter 9, Subchapter H;
- G. TEA guidelines and requirements, including the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide;
- H. THECB guidelines and requirements; and
- I. The rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including SACSCOC. The Parties agree to operate the dual credit program in compliance with their respective applicable board policies and procedures.

XX. Modification

This MOU may only be modified by the Parties' mutual consent with at least 30 days' advance written notice of the modification.

XXI. Intellectual Property

Any programs, data, training materials, or other work product, in any format, created under this MOU ("Intellectual Property") shall be the property of MSU Texas, unless otherwise specifically set forth in this MOU.

XXII. Publicity

WFISD shall not use the MSU Texas name, logo, or likeness in any press release, marketing materials, or other public announcement without the prior, written, express consent of MSU Texas.

XXIII. Entire Agreement

This MOU, including any attachments, all of which are incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described. This MOU supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that, in entering into and executing this MOU, the Parties rely solely upon the representations and agreements contained in this MOU and no others.

XXIV. Execution

This MOU will become effective on the date the last party executes the MOU and will remain in effect until its term expires or the MOU is terminated.

XXV. Amendments

No modification or amendment to this Agreement will become valid unless agreed to in writing and signed by both Parties. All amendments must be signed by the same person who signed the original Agreement or their successor(s).

XXVI. Governing Law

This MOU, the interpretation of its terms, and any disputes arising from this MOU shall be governed by the laws of the State of Texas. The Parties consent to the jurisdiction and venue of the state or federal courts of Wichita County, TX, in the event of any dispute arising out of or related to this MOU.

XXVII. 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 provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained in it. To this end, the provisions of this MOU are declared to be severable. The Parties may mutually agree to renegotiate the MOU to cure such illegality/invalidity or unenforceability if such may be reasonably accomplished.

XXVIII. Counterparts

This MOU may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signatures pages as if such facsimile or electronic pages were originals.

XXIX. Notice

Any notice given under this MOU by either Party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the MOU. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) business days after mailing.

MSU Texas:

Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308
Attn: Office of the General Counsel

With a copy to:
Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308
Attn: Office of the Association Vice President Academic Affairs Accreditation and Planning

WFISD:

PO Box 97533
Wichita Falls, TX 76307-7533
Attn: Risk & Contract Management

XXX. Authority

The persons signing below on behalf of MSU Texas and WFISD represent and acknowledge that they have the authority to execute this MOU to its terms.

XXXI. Requirement that the School District and the Institution Consider the use of Free or Low-cost Open Educational Resources

WFISD and MSU Texas will consider the use of free or low-cost open educational resources in courses offered under the program.

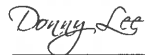
XXXII. Designation of at Least One Employee of the School District or Institution of Higher Education as Responsible for Providing Academic Advising

MSU Texas: Dual Credit Coordinator

WFISD:

XXXIII. Additional requirements, which the high school may wish to place upon the student prior to approval, are beyond the purview of this document.

Approved:



06/23/2026

Wichita Falls Independent
School District Representative
(Superintendent of Schools)

Date



Midwest State University
Representative
(Provost and Vice President for
Academic Affairs)

07/06/2026

Date



07/06/2026

Dr. Keith Lamb
VP for Enrollment Management & Student Affairs

