

**MEMORANDUM OF AGREEMENT
BETWEEN DEL MAR COLLEGE AND CORPUS CHRISTI ISD
DUAL-CREDIT COURSE PROGRAM**

Del Mar College (“**DMC**” or the “**College**”), a public institution of higher education, and Corpus Christi ISD (“**CCISD**” or the “**District**”), an independent Texas public school district, enter into this Memorandum of Agreement (hereinafter, the “**Agreement**”) concerning the concurrent enrollment of students at **CCISD** and **DMC** for purposes of earning high school and college credit for completion of certain dual-credit courses.

WHEREAS, this Agreement defines the roles, responsibilities, and expectations of **DMC** and **CCISD** for each of the following **CCISD** high schools:

- Foy H. Moody High School
- Mary Carroll High School
- Richard King High School
- Roy Miller High School and Metro School of Design
- Solomon Coles High School and Education Center
- Veterans Memorial High School
- W. B. Ray High School

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of mutual benefits, the parties to the agreement, **CCISD** and **DMC**, agree as follows:

I. ELIGIBLE COURSES

- A. Courses offered by the College for dual credit must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (**ACGM**), or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (**WECM**) adopted by the Texas Higher Education Board.
- B. **DMC** does not offer remedial and developmental courses for dual credit.

II. STUDENT ELIGIBILITY

DMC requires **CCISD's** dual credit students to follow the College's enrollment procedures, guidelines, deadlines, and regular prerequisite requirements designated for that course (e.g. minimum scores on a specified placement test, minimum grade in a specified previous course, etc.). Further, students participating in a dual credit course must meet eligibility requirements governing dual credit in accordance with rules relating to Dual Credit Partnerships between Secondary Schools and Texas Public Colleges. *See* 19 Tex. Admin. Code §§4.81-4.85. The Provost and Vice President for Academic Affairs at **DMC** and the **CCISD** high school principal must approve the application. A **CCISD** high school student is eligible to enroll in:

- A. Academic dual credit courses if the student:
 1. demonstrates college by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in §4.57 of the Texas Administrative Code (relating to College Ready and Adult Basic Education (ABE) Standards) on relevant section(s) of an assessment instrument approved by the Board as set forth in §4.56 of this title (relating to Assessment Instrument); or
 2. demonstrates that he or she is exempt under the provisions of the Texas Success Initiative as set forth in §4.54 of the Texas Administrative Code (relating to Exemptions, Exceptions, and Waivers). Academic dual credit courses that require demonstration of TSI college readiness in reading, writing, and/or mathematics under the following conditions:
 - a. Courses that require demonstration of TSI college readiness in reading and/or writing:
 - i. if the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II State of Texas Assessment of Academic Readiness End of Course (STAAR EOC); or
 - ii. if the student achieves a composite score of 23 on the PLAN with a 19 or

higher in English or an English score of 435 on the ACT-Aspire.

- b. Courses that require demonstration of TSI readiness in mathematics :
 - i. if the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or
 - ii. if the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or
 - iii. if the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT- Aspire.
- B. Workforce education dual credit courses:
 1. Workforce education dual credit courses contained in a Level 1 certificate program, or a program leading to a credential of less than a Level 1 certificate, shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.
 2. Workforce education dual credit courses contained in a Level 2 certificate or applied associate degree program under the following conditions:
 - a. Courses that require demonstration of TSI college readiness in reading and/or writing:
 - i. if the student achieves a Level 2 final recommended score, as defined by TEA, on the English II STAAR EOC; or
 - ii. if the student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.
 - b. Courses that require demonstration of TSI college readiness in mathematics:
 - i. if the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or
 - ii. if the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or
 - iii. if the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.
- C. A **CCISD** high school student who is exempt from taking TAKS or STAAR EOC assessments may be otherwise evaluated by **DMC** to determine eligibility for enrolling in workforce education dual credit courses.
- D. **CCISD** high school shall assess each student for college readiness to engage in any college-level curriculum offered for college credit prior to the student's enrollment in such curriculum.
- E. For this assessment, **CCISD** high schools may use any instrument otherwise approved by the Board for Texas Success Initiative purposes in accordance with §4.54 (relating to Exemptions, Exceptions, and Waivers), §4.56 (relating to Assessment Instrument), and §4.57 (relating to College Ready and Adult Basic Education (ABE) Standards) of the Texas Administrative Code.
- F. After assessment, **CCISD**, using guidelines established by **DMC**, shall determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college- level curriculum based on the results of the assessment and other indicators of student readiness.
- G. **DMC** may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section, subject to written approval by **CCISD**.

III. LOCATION OF CLASS

Dual credit courses may be taught at the following locations with the following provisions:

- A. A **CCISD** high school campus: **CCISD** high schools will work with **DMC** to ensure that the high school's facilities meet the expectations and criteria required for College classes, and are appropriate for college-level instruction which include the following:
 1. ensure that College faculty and dual credit students have appropriate access to available instructional resources and essential technology;
 2. permit access to the College's electronic learning resources;

3. for high schools offering science courses, the schools shall meet the laboratory safety standards and have material/equipment that comply with the College's science course program requirements;
 4. schedule courses to meet state-mandated contact hours required for College courses;
 5. designate a classroom for the dual credit College classes;
 6. display the signs provided by **DMC** outside of the classroom that indicate "College Course is in Session";
 7. assure no interruptions take place in the College dual credit class while in session such as removing students for high school activities.
- B. **DMC** Campus(es) and Center(s): **DMC** may offer dual credit courses at any of the following locations:
1. East Campus
 2. West Campus
 3. Northwest Center
 4. Center for Economic Development
- C. Electronically online
1. **DMC** will:
 - a. comply with the standards and criteria of the Southern Association of Colleges and Schools Commission on Colleges;
 - b. adhere to criteria outlined in the Principles of Good Practice for Academic Degree and Certificate Programs and Credit Courses Offered Electronically;
 - c. provide students with academic support services appropriate for distance education, such as advising, career counseling, library, and other learning resources;
 - d. provide online technical support via the Del Mar College Help Desk during its regularly scheduled operating hours;
 - e. use the College's approved Learning Management System;
 - f. offer support and training for high school online course facilitators; and,
 - g. will provide **CCISD** access to monitor student completion of the College's approved Learning Management System student orientation module/course.
 2. **CCISD** will:
 - a. ensure that students who enroll in online courses complete the College's approved Learning Management System's online student orientation module/course prior to enrollment to measure student readiness; and,
 - b. provide trained, online facilitators for courses that are offered online.

IV. STUDENT COMPOSITION OF CLASS

Dual credit courses may be composed of the following:

- A. Dual credit students only
1. The **CCISD** high school will ensure a minimum enrollment of 12 students for each class composed of dual credit students only.
 2. Provisions may be made to offer classes with fewer than 12 students upon approval by **DMC's** Provost/Vice President for Academic Affairs.
- B. Dual credit and college students
- C. Mixed dual and high school students only under the following conditions:
1. if the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course; or,
 2. if the high school credit-only students are College Board Advanced Placement students; or,
 3. if the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

If **CCISD** enrolls non-dual credit high school students in a Dual Credit course, **CCISD** must submit a Course Exception Report Memorandum to the College by Census Day. The report will include the name of the students, student ID numbers, the applicable exception and justification. **CCISD** will send a notification to the students that they have been enrolled in the class for high school credit only and will not receive college credit.

V. FACULTY SELECTION, SUPERVISION, AND EVALUATION

DMC shall select instructors of dual credit courses. These instructors must be regularly employed faculty members of the College or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by the College to select faculty responsible for teaching the same courses at the main campus of the College. Each approved dual credit faculty member will be supervised by **DMC**'s respective department chair or designee.

A. **CCISD** high school will:

1. For **CCISD**-employed faculty (hereby referred to as "embedded"):
 - i. assist in identifying potential dual credit faculty;
 - ii. notify **DMC** of any embedded faculty changes or absences to ensure that credentialed faculty instruct the course during the embedded faculty member's absence;
 - iii. allow release time from **CCISD** high school duties to attend the announced dual credit professional development trainings and required College instructional departmental meetings provided by **DMC**;
 - iv. recognizes embedded faculty as non-paid adjuncts with **DMC**.
2. For **DMC**-employed faculty and adjuncts who teach at the high school campus (hereby referred to as "on-site"):
 - i. ensure that **DMC** on-site faculty meet **CCISD**'s background screening requirements and comply with required codes of conduct for public school educators; and
 - ii. provide faculty orientation prior to the start of the new academic year to discuss issues including, but not limited to: campus protocols, classroom assignments, equipment, network access, computer usage, safety, testing, special events, and points of contact.

B. **DMC** will:

1. For embedded faculty: provide training, points of contact, and administrative support relevant to faculty duties including certifying class rolls, submitting 12th day class rosters, submitting online grades, etc.;
2. For on-site faculty:
 - i. contact the **CCISD** high school's dual credit point of contact for faculty absences;
 - ii. provide support via an assigned Dual Credit Coordinator;
 - iii. identify embedded **CCISD** faculty as non-paid adjuncts.

VI. COURSE CURRICULUM, INSTRUCTION AND GRADING

- A. **DMC** shall ensure that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.
- B. Dual credit courses provide advanced academic instruction beyond, or in greater depth than, the Texas Essential Knowledge and Skills (TEKS) for a corresponding high school course.
- C. Instructional Calendar
 1. Dual credit classes will follow the **DMC**'s Academic Calendar.
 2. Exceptions may be arranged through collaboration between the Early College Programs Office and the individual **CCISD** high schools.
- D. Instructional Materials: Textbooks and Supplemental Materials
 1. **CCISD** will ensure that students have textbooks and instructional materials available on the first class day.
 2. **DMC** will make every effort to use the same College-approved textbooks for three (3) years. Chairs may require a change of textbooks earlier than three (3) years if the textbooks are for technology-based courses.
 3. Exceptions must be discussed with the Early College Programs Director and the College Department Chair.
- E. Grading
 1. All dual credit faculty will follow the grading criteria in the department-approved syllabus.

2. **DMC** will provide midterm and end-of-semester numeric grades electronically via a secured network.
3. **CCISD** will submit final semester letter grades according to **DMC's** electronic grade submission protocol by the agreed upon date.

VII. **ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES**

- A. Regular academic policies applicable to courses taught at **DMC's** main campus must also apply to dual credit courses taught at any of the **CCISD** high school campuses. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.
- B. Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded at the **DMC** main campus. **DMC** is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), disability services, and to other benefits for which the student may be eligible.

VIII. **STUDENT ENROLLMENT AND ATTENDANCE**

CCISD will monitor student attendance according to their protocols; **DMC** will follow College Policy and course syllabi attendance requirements.

IX. **FINANCIAL ASSISTANCE**

Dual credit participating students are eligible to apply for:

- a. Free Application for Federal Students Aid (FAFSA). Qualifying students are only eligible to receive aid in the form of the Texas Public Education Grant (TPEG).
- b. **DMC** internal Scholarships
- c. Corpus Christi Education Foundation Scholarship

X. **TRANSCRIPTING OF CREDIT**

DMC and **CCISD** will transcript dual credit courses for both college credit and high school credit immediately upon student completion of the performance required in each course.

XI. **FUNDING**

- a. The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.
- b. **DMC** may only claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.
- c. This provision does not apply to students enrolled in approved early college high school programs.
- d. All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.
- e. Testing fees: See Appendix A for testing fee pay structure.

XII. **CONDITIONS FOR RENEWAL AND TERMINATION**

This Agreement may be amended by written agreement of both parties. The Agreement will be in force for one (1) year and thereafter renewed annually on an automatic basis. **DMC** and **CCISD** reserve the right to unilaterally terminate this Agreement at the end of a semester by providing written notice to the other party at least sixty (60) days prior to the date of termination.

XIII. **CONFIDENTIALITY**

The parties are obligated by law and do hereby agree to abide by the Family Educational Rights and Privacy Act (“**FERPA**”) and any other applicable federal and/or state law relating to student privacy. The parties expressly understand that **CCISD** and **DMC** are subject to the Texas Public Information Act.

- A. In the event that any student records must be released pursuant to a state or federal law, as determined by a court of administrative agency with jurisdiction over the matter, the parties shall continue to treat as confidential any student records received or created during the course of performance under this Agreement, except to the extent specifically required by the court or administrative order. The parties shall mark as “**CONFIDENTIAL**” all records that are released.

- B. Prior to disclosing to the other party any education record that is protected by FERPA or any other state or federal law, each party shall obtain from each affected student a signed informed consent form that allows the sharing of the student's academic records with the other party or any third-party not expressly authorized to receive such records under FERPA or other law.

XIV. ASSIGNMENT

Neither party may assign any interest in this Agreement, including any of its obligations hereunder, without the express prior written consent of both parties.

XV. NOTICES

All written notices provided to the parties pursuant to this Agreement shall be forwarded to each party at the address indicated below. Such notices shall be considered duly and properly given when delivered in person or actually received by either party via certified U.S. mail or any other delivery service provider.

XVI. MEDIATION

Except for the immediate remedy of injunctive relief, neither party will resort to litigation without first submitting any dispute regarding the subject matter of this Agreement to mediation.

XVII. GOVERNING LAW AND VENUE

The validity of this Agreement, and of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. Any legal action brought in state court shall have venue in Nueces County, Texas.

XVIII. EQUAL OPPORTUNITY

The parties shall provide all services and fulfill all obligations associated with the subject matter of this Agreement in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (*34 C.F.R. § 106, et seq.*), and all other applicable anti-discrimination laws. The parties further agree to comply with all applicable federal, state and local laws in their performance under this Agreement, and each party certifies that it has adopted and shall enforce a policy prohibiting sexual harassment and/or discrimination against any class of persons protected by law.

XIX. ENTIRE AGREEMENT

This Agreement is the complete agreement between the parties relating to the subject-matter herein, and this Agreement supersedes and renders unenforceable any and all prior or contemporaneous agreements, representations, promises and communications, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, representation, promise or communications relating to the subject matter hereof that is not contained herein shall be valid or binding.

XX. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement 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 hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have directed their duly authorized representatives to execute this Agreement, which shall become effective as of the date of complete execution by the parties, and shall be in force each year based on automatic annual renewal until terminated in accordance with Section XII of this Agreement or otherwise terminated by operation of law.

For College: **DEL MAR COLLEGE**
101 Baldwin Boulevard
Corpus Christi, TX 78404-3897

Mark Escamilla, PhD
President and CEO

Date

Elizabeth Lewis, PhD
Provost/Vice President of Academic Affairs

Date

For District: **CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT**
P.O. Box 110
Corpus Christi, TX 78403-1001

Jane D. Bell
President, Board of Trustees

Date

Dr. Roland Hernandez
Superintendent of Schools

Date

Reviewed and Approved for Purchasing Compliance:

By: _____
Arnulfo Gonzalez
Administrative Officer for Purchasing and Distribution

Date

Reviewed and Approved as to Legal Form:

By: _____
Brian S. Nelson
General Counsel for CCISD

Date

APPENDIX A

Texas Success Initiative (TSI) Assessment Fees

TSI FEE STRUCTURE FOR EXAMINEES TESTING ON THE DEL MAR COLLEGE PLATFORM

EXAM	FEE
First time testing (All exams) on Del Mar College Platform	\$29.00
Re-test (1 or more exams) on Del Mar College Platform	\$16.00

- All testing fees are the responsibility of either the student or **CCISD** pending student's eligibility requirements by the district.
- All testing fees will be the same regardless of whether the exams are administered at **DMC's** Testing Center or at a **CCISD** campus.
- Students must complete the Del Mar College Pre-Assessment Activity prior to the testing date;
- All students taking the TSI Assessment for the first time are required by the Texas Higher Education Coordinating Board §4.55 to complete a Pre-Assessment Activity prior to taking the TSI Assessment;
- Del Mar College will provide the Pre-Assessment Activity at www.delmar.edu/tsi