Regular Meeting-Board of Trustees Midland College September 16, 2025 4:05 pm Gibson Board Room

AGENDA

Call to Order

Public Comments

<u>Presentation of Volleyball Team - Coach Kristina Gafford</u>

<u>Dual Credit Division Presentation – Dr. Deana Savage and Justin Bateman, J.D.</u>

Consent Agenda

- C0 Minutes of the Board Meeting on Cwi ww1; , 2025
- D0 Dual Credit Interlocal Agreements
- E0 Certification of Compliance with HB 4214
- F0 Monthly Statements of Revenues and Expenses through August 31, 2025

Discussion Items

- A. Clery Report & Officer Training
- B. Supplemental Appropriations Report

Action Items

- A. Investment Committee Report Quarter Ending August 31, 2025
- B. Continuing Education Tuition and Fees
- C. Purchase of O'Shaughnessy Furniture, Fixtures, and Equipment
- D. Design Services-Tennis Pro Shop
- E. AG Certification
- F. New Administrative Contract
- G. New Faculty Contracts

President's Updates

- A. Monthly Donation Report
- B. Employment of Non-Contractual Full-Time Employees
- C. Resignations Full-Time Non-Contractual and Contractual Employees at the End of the Contract Term
- D. OCR
- E. Airpark Drainage Easement
- F. Annual Board Self-Evaluation
- G. Upcoming Events Next Board Meeting October 21, 2025

Executive Session

The Board will convene into Executive Session under the provision of Texas Government Code §551.072 (Real Property). The Executive Session will not be open to the public.

Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, subchapters D and E or Texas Government code §418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions or decisions will be taken in open meeting.

Regular Meeting-Board of Trustees Midland College September 16, 2025 4:05 p.m. Gibson Board Room-Pevehouse Administration Building

COMMUNICATIONS TO THE BOARD

1. Call to Order

2. Public Comments

3. Presentation of volleyball Team - Coach Kristina Gafford

4. Dual Credit Division Presentation – Dr. Deana Savage and Justin Bateman, J.D.

5. Consent Agenda

- A. Minutes of the Board Meeting on August 19, 2025
- B. <u>Dual Credit Interlocal Agreements</u>
- C. Certification of Compliance with HB 4214
- D. Monthly Statements of Revenues and Expenses through August 31, 2025

6. <u>Discussion Items</u>

- A. Clery Report & Officer Training
- B. Supplemental Appropriations Report

7. Action Items

A. <u>Investment Committee Report – Quarter Ending August 31, 2025</u> Information to be provided at the meeting.

B. Continuing Education Tuition and Fees

It is recommended that the following Continuing Education Course Fees be approved by the Board of Trustees:

- Proposed rates for 2025-2026 to be in effect beginning September 1, 2025
- Request the ability to add classes within the 2025-2026 academic year with a total course price not to exceed cost plus 30 percent

Documentation of current and proposed course fees is enclosed.

It is also recommended that the Board of Trustees approve proposed additions and changes to testing fees for the 2025-2026 academic year:

- Accuplacer Placement \$15
- Online TEAS \$15
- TCFP \$25
- TSI web-vouchers \$25

C. Purchase of O'Shaughnessy Furniture, Fixtures, and Equipment

The administration recommends that the Board of Trustees award a contract to Foliot Furniture and Officewise Commercial Interiors to purchase furniture, fixtures, and equipment (FF&E) for O'Shaughnessy Hall dorm in the combined amount of \$215,602.36, funded with the fund balance. Both vendors are on a cooperative purchasing contract for dorm furniture, fixtures, and equipment and meet all required specifications.

D. <u>Design Services-Tennis Pro Shop</u>

The administration recommends that the Board of Trustees award a contract to Parkhill in the amount of \$60,400 to be funded through donations, to provide architectural services for the renovation of the Tennis Pro Shop

E. AG Certification

This will be struck as it is already in the Consent Agenda.

F. New Administrative Contract

It is recommended the Board approve the contract for the following individual in the position and years shown. Notwithstanding said Board action, no contract of employment shall be or

become in effect unless and until signed by the President, on behalf of the College, and by said employees and delivered to the President.

Edith Reed Executive Director-Human Resources & Payroll

G. New Faculty Contracts

It is recommended the Board approve the contracts for the faculty members listed below. Notwithstanding said Board action, no contract of employment shall be or become in effect unless and until signed by the President, on behalf of the College, and by said employees and delivered to the President.

Alyssa Bond Faculty-Associate Degree Nursing

Sebastian Garza Faculty-Biology

Norman Hoppman Faculty-Fire Science Technology
Gilberto Acosta Lab Instructor-Welding Technology

8. President's Updates

A. Monthly Donation Report

Enclosed from August 12, 2025-September 8, 2025

B. Employment of Non-Contractual Full-Time Employees

For your information, Dr. Kennedy has approved the full-time non-contractual employment of the following individuals in the positions shown.

Alejandro Atayde Central Plant Foreman

Kimberlea Brandon
Trinity Diaz
Coach-College & Career Connections
Assistant Teach Pre-K Academy
Eric Juarez
Director-Transportation Training

Virginia Lara Police Dispatcher

Norma Ruvalcaba Associate Director-Legacy Scholars Program

For your information, I have approved the full-time non-contractual employment change of the following individual to the position shown.

Tanisha Sam Director-Legacy Scholars Program

C. <u>Resignations and Retirements – Full-Time Non-Contractual and Contractual Employees at the End of the Contract Term</u>

For your information, the following resignations have been received and were approved from the following full-time employees who held the positions shown.

Barbara Aldana Pathways Advisor

Robert Heinisch Director-Transportation Training

Jennifer Myers Associate Vice President-Workforce Education

Jalen Variste Assistant Coach- Men's Basketball

D. OCR

- E. Airpark Drainage Easement
- F. Annual Board Self-Evaluation
- G. <u>Upcoming Events Next Board Meeting October 21, 2025</u>

9. Executive Session

The Board will convene into Executive Session under the provision of Texas Government Code § 551.072 (Real Property). The Executive Session will not be open to the public.

10. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, subchapters D and E or Texas Government

code §418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions or decisions will be taken in open meeting.

Regular Meeting Minutes Board of Trustees Midland College August 19, 2025 4:00 pm

A regular meeting of the Board of Trustees of Midland College was held August 19, 2025, beginning at 4:00 p.m. in the Gibson Board Room at 3600 N. Garfield Midland, TX 79705.

Chair Steve Kiser called the meeting to order at 4:00 p.m. Other members present included Mr. Scott Lynch, Ms. Linda Cowden, Mr. Mike Oestmann, Mrs. Charlene McBride, Mrs. Christine Foreman, Mr. Larry Lawrence, Mr. Scott Kidwell, and Mr. Adrian Carrasco.

Public Comments

There were no public comments.

Consent Agenda

Mr. Carrasco asked for clarification on Item D regarding cost thresholds. Mr. Chambers clarified that under current laws and legislation, items over \$50,000 still need to be brought before the Board for approval. As of September 1, 2025, that amount will increase to \$100,000. There are exceptions and rules for emergency situations. Mrs. McBride made a motion to approve the Consent Agenda as presented and Mrs. Foreman seconded the motion. The motion carried unanimously.

- A. Minutes of the Board Meeting on June 17, 2025
- B. Microsoft License
- C. Contract Labor
- D. Plumbing Services
- E. Office Supplies
- F. Computer/Laptops/Printer
- G. Palo Alto License
- H. Smartnet Maintenance Agreement
- I. Monthly Statements of Revenues and Expenses through July 31, 2025

Action Items

A. Adoption of the 2025-2026 Preliminary Budget and Associated Salary Schedules
The 2025-2026 Budget was presented, highlighting increases in both revenues and
expenditures. State funding increased primarily from performance funding in the amounts
of \$1.75M and Pre-K funding of \$648K. Local funding increased by \$4.13M, attributed
to higher property tax estimates from preliminary valuations. Mineral market values
showed a 23% increase.

Salaries and benefits remained the largest expenditure categories, reflecting Phase 2 of the compensation study and salary increases. Health insurance premiums increased by 8%, with overall benefits rising 8.57%. Budget additions include \$1.23M to preventative maintenance, \$938k to facility planning, \$1M to an HB8 contingency line item, and \$121k for dual credit instructional materials support.

Mr. Carrasco moved to approve the 2025-2026 Budget and Associated Salary Schedules as presented. Ms. Cowden seconded. The motion carried unanimously.

B. Propose Tax Rate for 2025 and Tax Adoption Schedule

Mr. Oestmann made a motion to approve the proposed tax rate of \$0.082000 per \$100 valuation. The No-New Revenue Rate is \$0.076362 per \$100 of valuation and the Voter Approval Rate is \$0.082169 per \$100 valuation. Mrs. McBride seconded the motion, and all present were in favor.

Proposed Rate

| Maintenance & Operations | \$0.077036 | per \$100 valuation |
|---------------------------|-------------------|---------------------|
| Debt Service | <u>\$0.004964</u> | per \$100 valuation |
| Total Ad Valorem Tax Rate | \$0.082000 | per \$100 valuation |

Mr. Carrasco made a motion to approve the proposed tax adoption schedule and Mr. Lawrence seconded the motion. The motion was approved unanimously.

C. Senate Bill 17 Certification

Mrs. Foreman made a motion to approve the SB 17 Certification. Mr. Lynch seconded the motion and all those present were in favor.

D. Senate Bill 18 Certification

Mr. Lynch made a motion to approve the SB 18 Certification and Mrs. McBride seconded the motion. All those present were in favor.

E. <u>100-Mile Alternate Tuition Request</u>

Mr. Carrasco made a motion to approve the 100-Mile Alternate Tuition Request. Mrs. McBride seconded the motion, and the motion passed unanimously.

F. New Administrative Contracts

Mr. Kidwell made a motion to approve the administrative contracts for the following individuals in the positions and years shown. Mr. Lynch seconded the motion, and the motion was carried unanimously.

2025-2026

Karisa Danley Associate Vice President-Marketing

Shelly Haney Associate Vice President of Early Childhood and Dean of

Education

Heather Lindley Associate Vice President-Institutional Planning,

Effectiveness & Research

G. New Faculty Contracts

Ms. Cowden made a motion to approve the contracts for the faculty members and teacher listed below. Mrs. McBride seconded the motion, and the motion was approved unanimously.

Faculty

Ahmed Algarhy Henry Chair of Engineering

Carolyn Barrier Faculty-Licensed Vocational Nursing

Maira Carrillo Faculty-Biology Anna "Tasha" Hoffman Faculty-Geology

Laura Lannom Faculty-Health Sciences-WRTTC

Cedric Menchion Faculty-Economics

Sharon Nash
Joel Orosco
Martin Pacheco
Rodney Patridge
Faculty-Health Science Dual Credit
Faculty-Natural Gas Compression
Faculty-Energy Technology-WRTTC
Faculty-Aviation Maintenance Technology

Robby Rhodes Faculty-Health Science Dual Credit

Teacher

Maranda Hakala Teacher-Pre-K Academy

President's Updates

A. Monthly Donation Report

Enclosed from June 11, 2025-August 11, 2025

B. Employment of Non-Contractual Full-Time Employees

Dr. Kennedy approved the full-time non-contractual employment of the following individuals in the positions shown.

Jamie Begeman Associate Director-Payroll

Roy Eckhardt Lab Instructor

Aaliyah Gray Assistant Coach-Volleyball
Mia Hinojos Teacher/Lab Instructor-HLGCC
Karissa Kienast Director-Learning Technology

Edith Padilla Coach-College & Career Connections

Valeree Rendon Teacher Pre-K Academy

Josh Tipton Server & Virtualization Administrator

C. <u>Resignations and Retirements – Full-Time Non-Contractual and Contractual Employees at the End of the Contract Term</u>

The following resignations were received and approved from the following full-time employees who held the positions shown.

Joe Bontke Faculty-Information Technology
Maci Day Faculty-Vocational Nursing
Lazaro Diaz Advisor-Career and Transfer

Amber Harmon Executive Director-Early Childhood Education

Daisy Maldonado Faculty-Associate of Arts in Teaching

Melissa Mendoza Police Officer

Sara Saleem Director-Legacy Scholars Program
Sylvia Salinas Specialist-Accounts Payable
Kristina Spenser Faculty-Vocational Nursing

Vladan Vuckovic Faculty-Computer Programming & Analytics

For your information, the following resignation has been received and was not approved from the following full-time employee who held the position shown.

Tiffany Jackson Lab Instructor- Cosmetology

For your information, the following retirements have been received and were approved from the following full-time employees who held the positions shown.

Omar Belazi Faculty-Economics

Howard Glass Faculty-Fire Science Technology

D. Faculty Senate Update

Due to SB 37 from the 89th Legislation, the Faculty Senate will be immediately dissolved but reinstated by fall of next year as this bill progresses and is better understood.

E. ACCT Update

F. Upcoming Events – Next Board Meeting September 16, 2025

Executive Session

The Board convened into Executive Session under the provision of Texas Government Code § 551.072 (Real Property) at 4:51 p.m. The Executive Session was not open to the public.

At 6:03 p.m. the Board convened into open session. No action was taken.

Adjournment

The Board adjourned at 6:04 p.m.



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Buena Vista Independent School District (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

A: ELIGIBLE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Exhibit 1 – Approved Pathways & Courses.

B: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

<u>Non-Degree Seeking</u>: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative in relevant section(s) of the assessment.

C: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

D: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires notification to the College.

A co-seated course may occur if the creation of a high school credit-only course is not financially viable for the high school and if:

a. The course involved is required for completion under the State Board of Education High

School Program graduation requirements; or

b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or

c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Notification of co-seated courses may be made by emailing <u>dualcredit@midland.edu</u>, with "Notification of Co-seated Course" in the subject line.

E: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency. College faculty are hired and assigned courses consistent with the Midland College Employee Handbook and the Midland College Faculty Handbook.

F: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

College content experts will work with Partner content experts to crosswalk the course learning outcomes and to ensure the College course learning outcomes meet or exceed the corresponding crosswalked course learning outcomes mandated by Partner accrediting entities.

The College will select all textbooks and instructional materials required for Program course offerings. College course syllabi and textbooks must be used in Program courses with grades regularly recorded in the College's learning management system, Canvas.

G: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 2.

H: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

I: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADMISSION & ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

J: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

K: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

L: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All

persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

M: FUNDING & PROGRAM COSTS

Program courses are provided to eligible students at no cost to the student.

Program Tuition:

The Financial Aid for Swift Transfer (FAST) Program provides the College funding to cover tuition costs for eligible students. Eligible students are considered eligible if they have been "educationally disadvantaged" at any time during the four previous school years. Students are considered educationally disadvantaged if they qualify for participation in the National School Lunch Program.

The College covers tuition costs for non-FAST qualified transfer dual credit students.

Course Materials:

The College is moving to Open Educational Resources (OER) for courses in the Core Curriculum. The move to OER greatly reduces or eliminates the cost of course materials for these courses.

Where possible, the College is also moving to OER for Career and Technical Education (CTE) courses. The College works with Partner high schools with CTE enrollment to cover the cost of CTE course materials.

N: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

• The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

O: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact <u>dualcredit@midland.edu</u> to schedule a meeting with the College marketing team.

P: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

O: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

R: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

S: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

T: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER |
|---|-----------------|
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: Office of the President | |
| With a copy to: | With a copy to: |
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: AVP of Partnerships | |

U: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

President, Midland College

PARTNER.

Superintendent, Buena Vista ISD

6-24-2025

17 July 7025

Date



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Crockett County Consolidated Independent School District (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

<u>Non-Degree Seeking</u>: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing <u>dualcredit@midland.edu</u>, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is

within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

Crockett County Consolidated Independent School District covers the cost of CTE course materials.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner-will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact <u>dualcredit@midland.edu</u> to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is

shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER |
|--|---|
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: Office of the President | Crockett County CCSD PO Box 400 Ozona, Texas 76943 |
| With a copy to: | With a copy to: |
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: AVP of Instructional Support | Laurie Norrell Ozona High Principal PO Box 400 Ozona, Texas 76943 |

SECTION 22: AUTHORITY

| The persons signing below on behalf of the Col | lege and Partner warrant they have authority to |
|--|---|
| execute this Agreement according to its terms. | |
| | |

President, Midland College

PARTNER /

Superintendent, Crockett County Consolidated Independent School District

Raul Chavarria

August 19, 2025

Date



APPENDIX A:

APPPROVED COURSES, CROSSWALKS, & PATHWAYS

Students may enroll in courses aligned to one of following academic pathways:

- 1. Core Complete: Students may take courses included in the Core Curriculum at Midland College with the goal of becoming Core Complete. These courses fulfill general education requirements and, as a completed block, transferable to Texas public colleges and universities.
- 2. Career and Technical Education (CTE) Certificates: Students may take courses that apply toward the completion of approved CTE certificate programs designated for dual credit. These certificates are designed to provide students with industry-specific skills and credentials.
- 3. Associate Degree Pathways: Students who have become Core Complete may take additional courses toward the completion of an Associate of Arts or Associate of Science in General Studies, pending approval from both the college and the high school.

All dual credit course selections must be approved to ensure alignment with the student's graduation plan, academic readiness, and program availability.

CORE COMPLETE PATHWAY OPTIONS

(High School Partners may have designed specific course selections within each of these categories. Please see your high school counselor for additional guidance. Some options are offered exclusive on Main Campus. Please consult your Dual Credit Service Center Advisor for options most suitable to your situation.)

010 - ENGLISH REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | | High School Course | Credits |
|----------------------------|---|--------------------|---------|
| ENGL 1301 - Composition I | 3 | 18. | |
| FNGI 1302 - Composition II | 3 | | |

020 - MATHEMATICS REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | | High School Course | Credits |
|-----------------------------|---|--------------------|---------|
| MATH 1314 - College Algebra | 3 | | |
| MATH 1316 - Trigonometry | 3 | | |
| MATH 1342 – Statistics | 3 | | |
| MATH 2412 – Pre-Calculus | 4 | | |
| MATH 2413 – Calculus I | 4 | | |

030 - LIFE AND PHYSICAL SCIENCES REQUIREMENT (8 HOURS) - COMPLETE TWO

| College Course | Hours | High School Course | Credits |
|--|-------|--------------------|---------|
| BIOL 1406 – Biology for Science Majors I | 4 | | |
| BIOL 1407 – Biology for Science Majors II | 4 | | |
| BIOL 1408 – Biology for Non-Science Majors I | 4 | | |
| BIOL 1409 – Biology for Non-Science Majors II | 4 | | |
| BIOL 2401 – Anatomy and Physiology | 4 | | |
| BIOL 2402 – Anatomy and Physiology | 4 | | |

040 - LANGUAGE, PHILOSOPHY, AND CULTURE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|----------------------------------|-------|--------------------|---------|
| ENGL 2322 – British Literature I | 3 | | |

050 - CREATIVE ARTS REQUIREMENT (3 HOURS) - COMPLETE ONE

| 030 - CKEWIIVE WUIS MEGOINEINEIN | 131100113 | CONTRACTOR OF THE | |
|----------------------------------|-----------|--------------------|---------|
| College Course | Hours | High School Course | Credits |
| ARTS 1301 - Art Appreciation | 3 | | |
| MUSI 1306 – Music Appreciation | 3 | | |

060 - U.S. HISTORY REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|--------------------------------------|-------|--------------------|---------|
| HIST 1301 - United States History I | 3 | | |
| HIST 1302 - United States History II | 3 | | - |

070 - GOVERNMENT/POLITICAL SCIENCE REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| GOVT 2305 – Federal Government | 3 | | |
| GOVT 2306 – Texas Government | 3 | | |

080 - SOCIAL/BEHAVIORAL SCIENCE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| ECON 2301 – Principles of | 3 | | |
| Macroeconomics | | El | |
| PSYC 2301 – General Psychology | 3 | | |
| SOCI 1301 – Introduction to | 3 | | |
| Sociology | | | |

090 - COMPONENT AREA REQUIREMENTS (4 HOURS) - COMPLETE 4 HOURS

| College Course | Hours | High School Course | Credits |
|---|-------|--------------------|---------|
| EDUC 1100 – Learning Framework | 1 | | |
| KINE 1164 – Introduction to Physical Fitness and Wellness | 1 | | |
| SPCH 1315 – Public Speaking | 3 | | |



APPENDIX B:

COLLEGE FACULTY & INSTRUCTION

SECTION 1: COLLEGE FACULTY & INSTRUCTION

Faculty are hired, assigned courses, supervised, and evaluated by Division Deans in accordance with accreditation standards, administrative regulations, and board policies.

Applicable expectations of College faculty are contained in the Employee Handbook and the Faculty Handbook. In addition to the expectations outlined in the Employee and Faculty Handbooks, Program faculty are expected to:

- 1. Regularly record course grades in the College learning management system,
- 2. Ensure the course average in Canvas is displayed as a percentage on a 0 100% scale.
- 3. Regularly use the College email system to communicate with students, College personnel, and receive relevant updates from the College.
- 4. If applicable, communicate regularly with Dual Credit Completion Coach(es) assigned to support asynchronous online courses.
- 5. Respond timely to all inquiries and requests made by College personnel (roster verifications, census rosters, grade reporting, etc.)

SECTION 2: MINIMUM CLASS SIZE

The minimum class size for dual credit courses is fourteen students. Faculty compensation for courses with enrollment below fourteen students is prorated accordingly.

To prevent low enrollment sections, the College will attempt to compress, consolidate, and stack sessions. The College may cancel sections that could not be compressed, consolidated, or stacked and do not meet the minimum enrollment threshold.

SECTION 3: EMBEDDED FACULTY

Embedded faculty are College faculty members who are teaching dual credit courses as part of their assigned duties at a Partner high school.

Embedded faculty are responsible for following College and Partner policies while teaching Program courses. To ensure students are clear about College expectations and to ease a faculty member's ability to juggle meeting the requirements of both institutions, the College recommends against co-seating dual credit students with high school credit-only students.

Co-seating dual credit students with high school credit-only students is permitted by the College in certain cases. For additional information, please consult "SECTION 4: STUDENT COMPOSITION OF CLASS" in the Memorandum of Understanding.

Embedded faculty are compensated based upon the total number of dual credit students per College course (not College section or high school period).

SECTION 4: MIDLAND COLLEGE INSTRUCTION CONTACTS

Associate Vice President – Justin Bateman (<u>ibateman@midland.edu</u> / 432.685.6846)

Allied Health — Brandi Havner (bhavner@midland.edu / 432.685.6440)

Applied Technology – Pete Avalos (pavalos@midland.edu / 432.681.6344)

CE & Dual Credit Health Sciences – Wendy Collins (wwoodcollins@midland.edu / 432.681.6364

Fine Arts & Communications – Dr. William Feeler (bfeeler@midland.edu / 432.685.4626)

Math & Science – Dr. Maira Carrillo (mairac@midland.edu / 432.685.4615)

Nursing – Cindy Madewell (cmadewell@midland.edu / 432.686.4243)

Public Service — Pervis Evans (pevans@midland.edu / 432.685.6768)

Social and Behavioral Sciences & Business – Michael Makowsky (mmakowsky@midland.edu / 432.685.6828)



APPENDIX C:

DUAL CREDIT COMPLETION COACHES

Many Partner high schools assign faculty or staff to support students enrolled in <u>online</u> <u>asynchronous</u> College courses. The manner in which support is provided can vary greatly from high school to high school. To create consistency as well as to extend the reach of College academic support, the College has reimagined our paid facilitator role.

Paid facilitators employed by the College are now known as Dual Credit Completion Coaches with corresponding responsibilities. The difference between Dual Credit Completion Coaches and facilitators are outlined below:

| Dual Credit Completion Coaches | High School Facilitators | |
|---|---|--|
| Stipend from Midland College. | No stipend from Midland College. | |
| Access to Midland College systems including | No access to Midland College systems. | |
| Canvas. | | |
| Training and support from Midland College. | Limited training and support from Midland | |
| | College. | |

Dual Credit Completion Coaches will be trained in the assorted services/supports offered by the College. Coaches will also have access to Canvas and can be added to courses to monitor student participation. The integration of additional College support personnel allows for a more nuanced intervention than might otherwise occur absent access to the course.

To inquire about approving/hiring High School Facilitators to be Dual Credit Completion Coaches, please contact Justin Bateman (bateman@midland.edu / 432.685.6846)



EXHIBIT 1:

ADMISSION & ADVISING TIMELINE

| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
|---|--|
| By the end of the Month: | By the 15 th : |
| Request additions/changes to course/program | Send out Course Request Form for students. |
| offerings for the next academic year. | |
| | Send out Application/Advising Day sign-up |
| | form. |
| | |
| | By the end of the Month: |
| | Collaborate with Partner schools on the |
| | courses/programs offered for the next |
| | academic year. |
| FEBRUARY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | By the end of the Month: |
| Identify students interested in dual credit for | Coordinate with Deans & Department Chairs on |
| the upcoming academic year. Enter student | the courses/programs offered for the next |
| and course information into the SmartSheet | academic year. |
| provided by the Dual Credit Service Center. | |
| | Revise/update the Memorandum of |
| Sign up for an Application/Advising Day event. | Understanding. |
| MARCH ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| Coordinate with the Dual Credit Service Cente | r Coordinate with Partner school on attending ar |
| on hosting an Application/Advising Day event. | Application/Advising Day event. |
| Ongoing Activities: | By the 15th: |
| Update student/course SmartSheet as change | s Send finalized Memorandum of Understanding |
| occur. | for the upcoming academic year. |
| Assist students missing requirements for | Ongoing Activities: |
| admission/registration. | Process incoming admission requirements and |
| | track registration readiness. |
| | |
| | |
| | |

| PARTNER ACTIVITIES By the end of the Month: Submit final student/course lists in SmartSheet. MAY ACTIVITIES PARTNER ACTIVITIES PARTNER ACTIVITIES By the 15th: Ald students in finalizing the submission of any admission/registration requirements. By the end of the Month: Return signed MOU for the next academic year to the College. Submit test scores for any student who may need to demonstrate TSI completion/exemption. JUNE ACTIVITIES PARTNER ACTIVITIES By the end of the Month: Return signed MOU for the next academic year to the College. Submit test scores for any student who may need to demonstrate TSI completion/exemption. College ACTIVITIES PARTNER ACTIVITIES PRESIDENT STANDARD STAND | APRIL ACTIVITIES | |
|--|--|---|
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| ARTNER ACTIVITIES | COLLEGE ACTIVITIES |
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| By the end of the Month: | By the end of the Month: |
| submit any changes to student/class lists due | Ensure processing of new embedded faculty & |
| o extenuating circumstances. | completion coach applications for the |
| | upcoming academic year. |
| Coordinate with the College on hosting Studen | t |
| Orientation in Late July/Early August. | Collaborate/coordinate with Deans & |
| | Department Chairs to ensure all needed Fall |
| | classes are created and ready for Fall |
| | registration. |
| | Host Student Orientation on Partner's campus |
| | late July/early August. |
| | Host dual credit professional development for |
| | Partner administration/staff (including coaches |
| | & embedded faculty) on main campus and at |
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| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
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| By the 15 th : | By the end of the Month: |
| Provide constructive feedback to the College | Year in Review: reflect on the Fall |
| on the Fall Admission/Advising cycle (January | Admission/Advising Cycle. Identify process |
| through August). | revisions. Develop Strategic Plan for the next |
| | academic year. |
| By the end of the Month: | |
| dentify new students who will start in the | |
| Spring. | |
| | |
| Refer students to the Dual Credit Service | |
| Center for Admission and assist student with | |
| collecting admission requirements. | |
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| OCTOBER, NOVEMBER, & DECEMBER ACTIVITY | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By end of the first week in October: | By the end of October: |
| Finalize lists of which classes students will take | Complete Spring Registration. |
| in the Spring. | |
| | By Thanksgiving Break: |
| Finalize Admission requirements for new | Program planning for next academic year with |
| students starting the Spring. | CTE Cooperative. |
| 100 | Description of the Description Front of |
| By end of October: | Participate in Dual Credit Recruiting Events at |
| Submit test scores to the Dual Credit Service | Partner campuses. |
| Center. | |
| | By December 15th: |
| By Thanksgiving Break: | Collaborate with Deans & Department Chairs t |
| For schools in CTE Cooperative, participate in | ensure all needed classes for Spring are create |
| program planning for the next academic year. | and ready for registration. |
| Host Dual Credit Recruiting Event at Partner | By end of December: |
| | Run Drop/Fail/Withdraw report. |
| campus | The Diopy Lang Wichards Teport. |
| By December 15 th : | |
| Submit test scores to the Dual Credit Service | |
| [27] | |

Center.



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program
Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Hillcrest School (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- · Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

<u>Non-Degree Seeking</u>: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing <u>dualcredit@midland.edu</u>, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is

within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

Hillcrest School covers the cost of CTE course materials.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

• The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@midland.edu to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER |
|------------------------------------|-----------------|
| Midland College | |
| 3600 N. Garfield | |
| Midland, TX 79705 | |
| Attn: Office of the President | - |
| With a copy to: | With a copy to: |
| Midland College | |
| 3600 N. Garfield | |
| Midland, TX 79705 | |
| Attn: AVP of Instructional Support | |

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

COLLEGE

President, Midland College

Date

PARTNER

Executive Director, Hillcrest School

Date



APPENDIX A:

APPPROVED COURSES, CROSSWALKS, & PATHWAYS

Students may enroll in courses aligned to one of following academic pathways:

- 1. Core Complete: Students may take courses included in the Core Curriculum at Midland College with the goal of becoming Core Complete. These courses fulfill general education requirements and, as a completed block, transferable to Texas public colleges and universities.
- Career and Technical Education (CTE) Certificates: Students may take courses that apply toward the completion of approved CTE certificate programs designated for dual credit. These certificates are designed to provide students with industry-specific skills and credentials.
- 3. Associate Degree Pathways: Students who have become Core Complete may take additional courses toward the completion of an Associate of Arts or Associate of Science in General Studies, pending approval from both the college and the high school.

All dual credit course selections must be approved to ensure alignment with the student's graduation plan, academic readiness, and program availability.

CORE COMPLETE PATHWAY OPTIONS

(High School Partners may have designed specific course selections within each of these categories. Please see your high school counselor for additional guidance. Some options are offered exclusive on Main Campus. Please consult your Dual Credit Service Center Advisor for options most suitable to your situation.)

010 - ENGLISH REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | | High School Course | Credits |
|----------------------------|---|--------------------|---------|
| ENGL 1301 – Composition I | 3 | | |
| ENGL 1302 – Composition II | 3 | | |

020 - MATHEMATICS REQUIREMENT (3 HOURS) - COMPLETE ONE

| Callage Course | Hours | High School Course | Credits |
|-----------------------------|-------|--|---------|
| College Course | Hours | Ingil sollsollsollsollsollsollsollsollsollso | |
| MATH 1314 – College Algebra | 3 | | |
| MATH 1316 - Trigonometry | 3 | | |
| MATH 1342 – Statistics | 3 | | |
| MATH 2412 – Pre-Calculus | 4 | | |
| MATH 2413 – Calculus I | 4 | | |

030 - LIFE AND PHYSICAL SCIENCES REQUIREMENT (8 HOURS) - COMPLETE TWO

| College Course | Hours | High School Course | Credits |
|--|-------|--------------------|---------|
| BIOL 1406 – Biology for Science Majors I | 4 | | |
| BIOL 1407 – Biology for Science Majors II | 4 | | |
| BIOL 1408 – Biology for Non-Science Majors I | 4 | | |
| BIOL 1409 – Biology for Non-Science Majors II | 4 | | |
| BIOL 2401 – Anatomy and Physiology | 4 | | |
| BIOL 2402 – Anatomy and Physiology II | 4 | | |

040 - LANGUAGE, PHILOSOPHY, AND CULTURE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | | High School Course | Credits |
|----------------------------------|---|--------------------|---------|
| ENGL 2322 – British Literature I | 3 | | |

050 - CREATIVE ARTS REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| ARTS 1301 - Art Appreciation | 3 | | |
| MUSI 1306 – Music Appreciation | 3 | | |

060 - U.S. HISTORY REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|--------------------------------------|-------|--------------------|---------|
| HIST 1301 – United States History I | 3 | | |
| HIST 1302 – United States History II | 3 | | |

070 - GOVERNMENT/POLITICAL SCIENCE REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| GOVT 2305 – Federal Government | 3 | | |
| GOVT 2306 – Texas Government | 3 | | |

080 - SOCIAL/BEHAVIORAL SCIENCE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| ECON 2301 – Principles of | 3 | | |
| Macroeconomics | | | |
| PSYC 2301 – General Psychology | 3 | | |
| SOCI 1301 – Introduction to | 3 | | |
| Sociology | | | |

090 - COMPONENT AREA REQUIREMENTS (4 HOURS) - COMPLETE 4 HOURS

| College Course | Hours | High School Course | Credits |
|--------------------------------------|-------|--------------------|---------|
| EDUC 1100 – Learning Framework | 1 | | |
| KINE 1164 – Introduction to Physical | 1 | | |
| Fitness and Wellness | | | |
| SPCH 1315 – Public Speaking | 3 | | |

AUTOMOTIVE - ENTRY LEVEL - LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION

Taught @ Midland College Advanced Technology Center

SOPHOMORE YEAR, FALL OR SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|------------|------------------------------|-----|----------------------------|
| | Intro To Occupational Safety | 3 | Occupational Safety and |
| 05111 2552 | | | Environmental Technology I |

JUNIOR YEAR, FALL SEMESTER

| | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--|----------------------------|-----|------------------------------|
| The state of the s | Introduction to Automotive | 3 | Automotive Technology I: |
| | Technology | | Maintenance and Light Repair |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|------------------------------|
| MCHN 1320 | Precision Tools & | 3 | Automotive Technology I: |
| | Measurement | | Maintenance and Light Repair |

SENIOR YEAR, FALL SEMESTER

| SEINION LEAN, | I WEE SEILIES I FIL | | |
|------------------|------------------------|-----|---------------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| AUMT 2317 | Automotive Engine | 3 | Automotive Technology II: |
| | Performance Analysis I | | Automotive Service |

SENIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------------|-----|---------------------------|
| AUMT 1316 | Automotive Suspension & | 3 | Automotive Technology II: |
| | Steering | | Automotive Service |

SENIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------|-----|---------------------------|
| AUMT 1310 | Automotive Brake Systems | 3 | Automotive Technology II: |
| | | | Automotive Service |

CERTIFIED NURSE AID — INDUSTRY-BASED CREDENTIAL CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Advanced Technology Center

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------------|-----|--------------------|
| HPRS 1204 | Basic Health Profession Skills | 2 | |
| HPRS 1206 | Medical Terminology | 2 | |

JUNIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|---------------------------|-----|--------------------|
| NURA 1301 | Nurse Aid for Health Care | 3 | |
| NURA 1160 | Nurse Aid Clinical | 1 | |

DIESEL TECHNICIAN — ENTRY LEVEL — LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Cogdell Learning Center

JUNIOR YEAR, FALL SEMESTER

| JOHON I CAN | TALL DELITION TO | | |
|-------------|------------------|-----|--------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| | | 3 | |

JUNIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--|------------------------------|-----|--------------------|
| The second secon | Intro To Occupational Safety | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| JOINION TEXTING OF THE PERSON | | | |
|-------------------------------|-----------------------------|-----|--------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| DEMR 1310 | Diesel Engine Test/Repair I | 3 | |

SENIOR YEAR, FALL SEMESTER

| JENIOR TEAR, TALE SEIVESTER | | | | |
|-----------------------------|------------------|------------------------------|-----|--------------------|
| | MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| - | DEMR 2312 | Diesel Engine Test/Repair II | 3 | |

SENIOR YEAR, WINTER FLEX

| Science i Linky Williams | | | | |
|--------------------------|-------------------------|-----|--------------------|--|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
| MCHN 1320 | Precision Tools & Meas. | 3 | | |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|------------------|--------------------------|-----|--------------------|
| DEMR 1305 | Basic Electrical Systems | 3 | |

ENERGY TECHNICIAN – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Advanced Technology Center

JUNIOR YEAR, FALL SEMESTER

| JUILION ILAN, | I WEE STILLED ! TIL | | |
|---------------|-----------------------------|-----|--------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| PTRT 1301 | Intro to Petroleum Industry | 3 | |

IUNIOR YEAR, WINTER FLEX

| Jointon 12711, traite 211, 221 | | 1000000 | | |
|--------------------------------|------------------------------|---------|--------------------|--|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
| OSHT 1301 | Intro To Occupational Safety | 3 | | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE COURSE TITLE | | SCH | HIGH SCHOOL COURSE |
|------------------------|-------------------------|-----|--------------------|
| ENER 1330 Basic | Mech. Skills for Energy | 3 | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|--------------------|
| ELMT 1305 | Basic Fluid Power | 3 | |

SENIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|---------------------------|-----|--------------------|
| | Pumps, Compress., & Mech. | 3 | |

| SEIGHOR TEAR, FALL SCIVICSTER | | | |
|-------------------------------|-----------------------|-----|--------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| INMT 1307 | Industrial Automation | 3 | |

FIREFIGHTER – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Harris Field

JUNIOR YEAR, FALL SEMESTER

| | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--|------|--------------------|
| MC COURSE | The state of the s | 3611 | mon senes to the |
| FIRS 1301 | Firefighter Certification I | 3 | |
| FIRS 1319 | Firefighter Certification IV | 3 | |
| FIRS 1323 | Firefighter Certification V | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------------------|-----|--------------------|
| FIRS 1407 | Firefighter Certification II | 4 | |
| FIRS 1313 | Firefighter Certification III | 3 | |
| FIRS 1329 | Firefighter Certification VI | 3 | |
| FIRS 1433 | Firefighter Certification VII | 4 | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|---------------|-----|--------------------|
| EMSP 1501 | EMT Basic | 5 | |
| EMSP 1160 | EMT Clinicals | 1 | |

| | | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----|---------|------------------------|-----|--------------------|
| EMS | SP 1370 | EMT Certification Prep | 3 | |

WELDER – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Main Campus

| | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------|-----|--------------------|
| WLDG 1421 | Intro to Welding Fund. | 3 | |

JUNIOR YEAR, WINTER FLEX

| MC COURSE | The state of the s | SCH | HIGH SCHOOL COURSE |
|-----------|--|-----|--------------------|
| OSHT 1301 | Intro To Occupational Safety | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|--------------------|
| WLDG 1457 | Intermediate SMAW | 4 | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE COURSE TITLE | | HIGH SCHOOL COURSE |
|--|---|--------------------|
| WLDG 1425 Intro to Oxy Weld. & Cutting | 4 | |

SENIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-------------------|---------------------------|-----|--------------------|
| The second second | Pumps, Compress., & Mech. | 3 | |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|---------------|-----|--------------------|
| WLDG 1430 | Intro to GMAW | 4 | |



APPENDIX B:

COLLEGE FACULTY & INSTRUCTION

SECTION 1: COLLEGE FACULTY & INSTRUCTION

Faculty are hired, assigned courses, supervised, and evaluated by Division Deans in accordance with accreditation standards, administrative regulations, and board policies.

Applicable expectations of College faculty are contained in the Employee Handbook and the Faculty Handbook. In addition to the expectations outlined in the Employee and Faculty Handbooks, Program faculty are expected to:

- 1. Regularly record course grades in the College learning management system, Canvas.
- 2. Ensure the course average in Canvas is displayed as a percentage on a 0 100% scale.
- 3. Regularly use the College email system to communicate with students, College personnel, and receive relevant updates from the College.
- 4. If applicable, communicate regularly with Dual Credit Completion Coach(es) assigned to support asynchronous online courses.
- 5. Respond timely to all inquiries and requests made by College personnel (roster verifications, census rosters, grade reporting, etc.)

SECTION 2: MINIMUM CLASS SIZE

The minimum class size for dual credit courses is fourteen students. Faculty compensation for courses with enrollment below fourteen students is prorated accordingly.

To prevent low enrollment sections, the College will attempt to compress, consolidate, and stack sessions. The College may cancel sections that could not be compressed, consolidated, or stacked and do not meet the minimum enrollment threshold.

SECTION 3: EMBEDDED FACULTY

Embedded faculty are College faculty members who are teaching dual credit courses as part of their assigned duties at a Partner high school.

Embedded faculty are responsible for following College and Partner policies while teaching Program courses. To ensure students are clear about College expectations and to ease a faculty member's ability to juggle meeting the requirements of both institutions, the College recommends against co-seating dual credit students with high school credit-only students.

Co-seating dual credit students with high school credit-only students is permitted by the College in certain cases. For additional information, please consult "SECTION 4: STUDENT COMPOSITION OF CLASS" in the Memorandum of Understanding.

Embedded faculty are compensated based upon the total number of dual credit students per College course (not College section or high school period).

SECTION 4: MIDLAND COLLEGE INSTRUCTION CONTACTS

Associate Vice President – Justin Bateman (jbateman@midland.edu / 432.685.6846)

Allied Health – Brandi Havner (<u>bhavner@midland.edu</u> / 432.685.6440)

Applied Technology – Pete Avalos (pavalos@midland.edu / 432.681.6344)

CE & Dual Credit Health Sciences – Wendy Collins (wwoodcollins@midland.edu / 432.681.6364

Fine Arts & Communications – Dr. William Feeler (bfeeler@midland.edu / 432.685.4626)

Math & Science – Dr. Maira Carrillo (mairac@midland.edu / 432.685.4615)

Nursing – Cindy Madewell (cmadewell@midland.edu / 432.686.4243)

Public Service – Pervis Evans (pevans@midland.edu / 432.685.6768)

Social and Behavioral Sciences & Business – Michael Makowsky (mmakowsky@midland.edu / 432.685.6828)



APPENDIX C:

DUAL CREDIT COMPLETION COACHES

Many Partner high schools assign faculty or staff to support students enrolled in <u>online</u> <u>asynchronous</u> College courses. The manner in which support is provided can vary greatly from high school to high school. To create consistency as well as to extend the reach of College academic support, the College has reimagined our paid facilitator role.

Paid facilitators employed by the College are now known as Dual Credit Completion Coaches with corresponding responsibilities. The difference between Dual Credit Completion Coaches and facilitators are outlined below:

| Dual Credit Completion Coaches | High School Facilitators |
|---|---|
| Stipend from Midland College. | No stipend from Midland College. |
| Access to Midland College systems including | No access to Midland College systems. |
| Canvas. | |
| Training and support from Midland College. | Limited training and support from Midland |
| | College. |

Dual Credit Completion Coaches will be trained in the assorted services/supports offered by the College. Coaches will also have access to Canvas and can be added to courses to monitor student participation. The integration of additional College support personnel allows for a more nuanced intervention than might otherwise occur absent access to the course.

To inquire about approving/hiring High School Facilitators to be Dual Credit Completion Coaches, please contact Justin Bateman (ibateman@midland.edu / 432.685.6846)



EXHIBIT 1:

ADMISSION & ADVISING TIMELINE

| IANUARY ACTIVITIES | |
|---|---|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| icquest additions, silenger | By the 15 th : Send out Course Request Form for students. |
| offerings for the next academic year. | Send out Application/Advising Day sign-up form. |
| | By the end of the Month: Collaborate with Partner schools on the courses/programs offered for the next academic year. |
| FEBRUARY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: Identify students interested in dual credit for the upcoming academic year. Enter student and course information into the SmartSheet provided by the Dual Credit Service Center. Sign up for an Application/Advising Day event. | By the end of the Month: Coordinate with Deans & Department Chairs of the courses/programs offered for the next academic year. Revise/update the Memorandum of Understanding. |
| MARCH ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| Coordinate with the Dual Credit Service Center on hosting an Application/Advising Day event. | · · |
| Ongoing Activities: Update student/course SmartSheet as change occur. | By the 15 th : Send finalized Memorandum of Understanding for the upcoming academic year. |
| Assist students missing requirements for admission/registration. | Ongoing Activities: Process incoming admission requirements and track registration readiness. |
| | |

| APRIL ACTIVITIES | | | |
|--|--|--|--|
| | COLLEGE ACTIVITIES | | |
| By the end of the Month: | Registration for Fall Opens! | | |
| Submit final student/course lists in | Ongoing Activities: | | |
| SmartSheet | Process incoming admission applications, | | |
| Siliar esti | requirements, and track registration readiness. | | |
| | | | |
| | Register students not dependent upon high | | |
| | school rosters. | | |
| | × | | |
| | | | |
| | | | |
| | | | |
| MAY ACTIVITIES | COLLEGE ACTIVITIES | | |
| PARTNER ACTIVITIES | The state of the s | | |
| By the 15 th : | By the end of the Month: | | |
| Aid students in finalizing the submission of any | Partners for late summer. | | |
| admission/registration requirements. | Partiers for face sufficient | | |
| D. Al | Ongoing Activities: | | |
| By the end of the Month: | Process incoming admission requirements and | | |
| | track registration readiness. | | |
| to the College. | track registration research | | |
| Submit test scores for any student who may | Audit new student files. | | |
| need to demonstrate TSI | | | |
| completion/exemption. | Register students not dependent upon high | | |
| Compression, and any and any | school rosters. | | |
| | | | |
| | | | |
| | | | |
| 10- | | | |
| JUNE ACTIVITIES | | | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | | |
| By the end of the Month: | Ongoing Activities: | | |
| Identify any new embedded instructors or Dua | HAudit new Student flies. | | |
| Credit Completion Coaches for the next | Register students not dependent upon high | | |
| academic year. | school rosters. | | |
| 1 | School rosters. | | |
| | 177 | | |
| | | | |
| | | | |
| | | | |
| | | | |

| JULY ACTIVITIES | |
|---|--|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | By the end of the Month: |
| Submit any changes to student/class lists due | Ensure processing of new embedded faculty & |
| to extenuating circumstances. | completion coach applications for the |
| | upcoming academic year. |
| Coordinate with the College on hosting Student | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| Orientation in Late July/Early August. | Collaborate/coordinate with Deans & Department Chairs to ensure all needed Fall classes are created and ready for Fall registration. |
| | Host Student Orientation on Partner's campus late July/early August. |
| | Host dual credit professional development for Partner administration/staff (including coaches & embedded faculty) on main campus and at the WRTTC. |
| AUGUST ACTIVITIES PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| Contact High III | Weekly: |
| Weekly: For the first six weeks of school, send | Reconcile high school rosters/lists with College |
| rosters/lists of dual credit students once a | courses and report discrepancies to Partner. |
| week to the Dual Credit Service Center to | |
| ensure enrollment accuracy. | By the end of the Month: |
| chisare emoniment assuras, | Host dual credit professional development for |
| Work with the Dual Credit Service Center to | Partner administration/staff (including coaches |
| resolve enrollment discrepancies. | & embedded faculty) on main campus. |
| | Send signup forms for Fall Recruiting/Advising |
| By the end of the Month: | Events. |
| Attend dual credit professional development. At least one representative from | |
| each Partner school must attend a professiona | As Soon As Possible: |
| development session at the WRTTC in July or | Register remaining students base on high |
| the Main Campus in August. | school rosters. |
| The trialit carripus in riagasti | |
| | |
| | |

| SEPTEMBER ACTIVITIES | |
|--|---|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| | By the end of the Month: |
| | Year in Review: reflect on the Fall |
| on the Fall Admission/Advising cycle (January | Admission/Advising Cycle. Identify process |
| | revisions. Develop Strategic Plan for the next |
| | academic year. |
| By the end of the Month: | |
| dentify new students who will start in the | |
| Spring. | |
| Refer students to the Dual Credit Service | - |
| Center for Admission and assist student with | |
| collecting admission requirements. | |
| | |
| | |
| | |
| | |
| OCTOBER, NOVEMBER, & DECEMBER ACTIVITI | ES |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By end of the first week in October: | By the end of October: |
| Finalize lists of which classes students will take | Complete Spring Registration. |
| in the Spring. | |
| | By Thanksgiving Break: |
| | |
| Finalize Admission requirements for new | Program planning for next academic year with |
| (A) (B) | |
| students starting the Spring. | Program planning for next academic year with CTE Cooperative. |
| students starting the Spring. By end of October: | Program planning for next academic year with |
| students starting the Spring. By end of October: Submit test scores to the Dual Credit Service | Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. |
| students starting the Spring. By end of October: Submit test scores to the Dual Credit Service | Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : |
| Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: | Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to |
| students starting the Spring. By end of October: Submit test scores to the Dual Credit Service | Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created. |
| By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in | Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to |
| By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. | Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created and ready for registration. By end of December: |
| By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in | Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs t ensure all needed classes for Spring are create and ready for registration. |
| By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. Host Dual Credit Recruiting Event at Partner | Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs t ensure all needed classes for Spring are create and ready for registration. By end of December: |



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program
Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Holy Cross Catholic High School (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

<u>Non-Degree Seeking</u>: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing <u>dualcredit@midland.edu</u>, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is

within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

The College will participate in ongoing data sharing with the Partner.

 The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@midland.edu to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER | | |
|---------------------------------------|---------------------------------------|--|--|
| Midland College | Holy Cross Catholic High School | | |
| 3600 N. Garfield Midland, TX 79705 | PO Box 5194: Midland, TX 7971: | | |
| Attn: Office of the President | Attn: Head of School With a copy to: | | |
| With a copy to: Midland College | Holy Cross Catholic High School | | |
| 3600 N. Garfield | PO Box 51943 | | |
| Midland, TX 79705 | Midland, TX 79710 | | |
| Attn: AVP of Instructional Support | Attn: Office of HCCHS | | |

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

PARTNER

CAROLYN GONZALEZ

President, Midland College

Head of School, Holy Cross Catholic High School

04/30/2025

Date



APPENDIX A:

APPPROVED COURSES, CROSSWALKS, & PATHWAYS

AUTOMOTIVE TECHNICIAN – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Advanced Technology Center

| JUNIOR YEAR, FALL SEMESTE | HINIOR | VFAR. | FAIL | SEMESTER |
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| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| AUMT 1305 | Intro to Auto Tech | 3 | |

JUNIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------------|-----|--------------------|
| OSHT 1301 | Intro To Occupational Safety | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| - | MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|---|-----------|-----------------------------|-----|--------------------|
| 1 | AUMT 2317 | Engine Performance Analysis | 3 | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|------------------|----------------------------|-----|--------------------|
| AUMT 1316 | Auto Suspension & Steering | 3 | |

SENIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------------|-----|--------------------|
| MCHN 1320 | Precision Tools & Meas. | 3 | |

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| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
| AUMT 1310 | Auto Brake Systems | 3 | | |

CERTIFIED NURSE AID — INDUSTRY-BASED CREDENTIAL CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Advanced Technology Center

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------------|-----|--------------------|
| HPRS 1204 | Basic Health Profession Skills | 2 | |
| HPRS 1206 | Medical Terminology | 2 | |

JUNIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|---------------------------|-----|--------------------|
| NURA 1301 | Nurse Aid for Health Care | 3 | |
| NURA 1160 | Nurse Aid Clinical | 1 | |

DIESEL TECHNICIAN – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Cogdell Learning Center

JUNIOR YEAR, FALL SEMESTER

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| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| | Preventative Maintenance | 3 | |

JUNIOR YEAR, WINTER FLEX

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|---|---------------------|------------------------------|-----|--|
| I | MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| 1 | | Intro To Occupational Safety | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| JOHON TEAM, S. IMITE SELECTION | | | | |
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| | MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| | DEMR 1310 | Diesel Engine Test/Repair I | 3 | |

SENIOR YEAR, FALL SEMESTER

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| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| | Diesel Engine Test/Repair II | 3 | |

SENIOR YEAR, WINTER FLEX

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| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
| HARLES AND REAL PROPERTY. | Precision Tools & Meas. | 3 | | |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------|-----|--------------------|
| DEMR 1305 | Basic Electrical Systems | 3 | |

ENERGY TECHNICIAN — ENTRY LEVEL — LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Advanced Technology Center

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-----------------------------|-----|--------------------|
| PTRT 1301 | Intro to Petroleum Industry | 3 | |

JUNIOR YEAR, WINTER FLEX

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| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| | Intro To Occupational Safety | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------------------|-----|--------------------|
| | Basic Mech. Skills for Energy | 3 | |

SENIOR YEAR, FALL SEMESTER

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|--------------|-----------------------|-----|--------------------|
| MC COURS | E COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| ELMT 1305 | Basic Fluid Power | 3 | |

SENIOR YEAR, WINTER FLEX

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|----------------|---|-----|--------------------|--|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
| | Pumps, Compress., & Mech. | 3 | | |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-----------------------|-----|--------------------|
| INMT 1307 | Industrial Automation | 3 | |

FIREFIGHTER – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Harris Field

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------------|-----|--------------------|
| FIRS 1301 | Firefighter Certification I | 3 | |
| FIRS 1319 | Firefighter Certification IV | 3 | |
| FIRS 1323 | Firefighter Certification V | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------------------|-----|--------------------|
| FIRS 1407 | Firefighter Certification II | 4 | |
| FIRS 1313 | Firefighter Certification III | 3 | |
| FIRS 1329 | Firefighter Certification VI | 3 | |
| FIRS 1433 | Firefighter Certification VII | 4 | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|---------------|-----|--------------------|
| EMSP 1501 | EMT Basic | 5 | |
| EMSP 1160 | EMT Clinicals | 1 | |

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| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
| FMSP 1370 | EMT Certification Prep | 3 | | |

GENERAL STUDIES – ASSOCIATE OF SCIENCE AN EARLY START STEM PATHWAY

FRESHMAN YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
|-----------|--------------------|----------|--------------------|
| EDUC 1100 | Learning Framework | 1/[090] | |

FRESHMAN YEAR, SPRING SEMESTER

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|---------------------------------|------------------|-----------|--------------------|
| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
| ARTS 1301 | Art Appreciation | 3 / [050] | |

SOPHOMORE YEAR, FALL SEMESTER

| SOI HOME TESTING ! | | |
|--------------------|-----------------|-----------------------------|
| MC COURSE | COURSE TITLE | SCH/COMP HIGH SCHOOL COURSE |
| - Charles | Public Speaking | 3 / [090] |

SOPHOMORE YEAR, SPRING SEMESTER

| MC COURSE | The state of the s | SCH/COMP | HIGH SCHOOL COURSE |
|------------|--|-----------|--------------------|
| SPAN 1411 | Beginning Spanish I | 4/- | |
| SEE NOTE 1 | Social/Behavioral Selection | 3 / [080] | |

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
|-----------|---------------------------|-----------|--------------------|
| ENGL 1301 | Composition I | 3 / [010] | |
| HIST 1301 | U.S. History I | 3 / [060] | |
| BIOL 1406 | Bio. For Science Majors I | 4 / [030] | |
| MATH 1314 | College Algebra | 3 / [020] | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
|-----------|----------------------------|-----------|--------------------|
| ENGL 1302 | Composition II | 3 / [010] | |
| HIST 1302 | U.S. History II | 3 / [060] | |
| BIOL 1407 | Bio. For Science Majors II | 4 / [030] | |
| MATH 2412 | Pre-Calculus | 4/- | |

RISING SENIOR, SUMMER SEMESTER

| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
|------------------|------------------|-----------|--------------------|
| GOVT 2306 | Texas Government | 3 / [070] | |

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SENIOR YEAR, FALL SEMESTER

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|----------------------------|----------------------|-----------|---|
| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
| GOVT 2305 | Federal Government | 3 / [070] | |
| ENGL 2322 | British Literature I | 3 / [040] | |
| SEE NOTE 2 | Pathway Option 1 | 4/- | |

SENIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
|-----------|-------------------------|----------|--------------------|
| ENGL 2323 | British Literature II | 3/- | |
| ECON 2301 | Prin. Of Macroeconomics | 3/- | |
| | Pathway Option 2 | 4/- | |

NOTE 1: Students may select one of the following

- SOCI 1301 Introduction to Sociology
- PSYC 2301 General Psychology

NOTE 2: Students may select one of the following course pairings

- BIOL 2401 Anatomy & Physiology I (Fall) & BIOL 2402 Anatomy & Physiology II (Sp.)
- MATH 2413 Calculus I (Fall) & MATH 2414 Calculus II (Spring)

GENERAL STUDIES – ASSOCIATE OF ART AN EARLY START PATHWAY

FRESHMAN YEAR, FALL SEMESTER

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| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE | |
| EDUC 1100 | Learning Framework | 1 / [090] | 4 | |

ERESHMAN YEAR, SPRING SEMESTER

| FRESHIVIAN TEAR, STRING SERVESTER | | | |
|-----------------------------------|------------------|-----------|--------------------|
| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
| ARTS 1301 | Art Appreciation | 3 / [050] | |

SOPHOMORE YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
|-----------|-----------------|-----------|--------------------|
| SPCH 1315 | Public Speaking | 3 / [090] | |

SOPHOMORE YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
|-----------|-----------------------------|-----------|--------------------|
| SPAN 1411 | Beginning Spanish I | 4/- | |
| | Social/Behavioral Selection | 3 / [080] | |

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
|-----------|-----------------------|-----------|--------------------|
| ENGL 1301 | Composition I | 3 / [010] | |
| HIST 1301 | U.S. History I | 3 / [060] | |
| HUMA 1301 | Intro to Humanities I | 3/ [040] | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
|------------------|------------------------|-----------|--------------------|
| ENGL 1302 | Composition II | 3 / [010] | |
| HIST 1302 | U.S. History II | 3 / [060] | |
| HUMA 1302 | Intro to Humanities II | 3/- | |
| GOVT 2306 | Texas Government | 3 / [070] | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
|-----------|-----------------------|-----------|--------------------|
| GOVT 2305 | Federal Government | 3 / [070] | |
| ENGL 2322 | British Literature I | 3 / [040] | |
| BIOL 1408 | Bio. For Non-Majors I | 4/- | |
| MATH 1314 | College Algebra | 3 / [020] | |

Continued on the next page.

SENIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH/COMP | HIGH SCHOOL COURSE |
|-----------|-------------------------|------------|--------------------|
| ENGL 2323 | British Literature II | 3/- | |
| ECON 2301 | Prin. Of Macroeconomics | 3/- | |
| BIOL 1409 | Bio. For Non-Majors II | 4/- | |
| NOTE 2 | Pathway Option | 3 or 4 / - | |

NOTE 1: Students may select one of the following courses

- SOCI 1301 Introduction to Sociology
- PSYC 2301 General Psychology

NOTE 2: Students may select one of the following courses

- BUSI 1301 Business Principles
- CRIJ 1301 Introduction to Criminal Justice
- EDUC 1300 Introduction to the Teaching Profession
- MATH 2412 Pre-Calculus

WELDER – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Main Campus

| HINIOR | VEAR | FΔII | SEMESTER | 8 |
|--------|-------|------|----------------------|---|
| HINGK | YEAR. | FALL | SEIVIES I E r | ٠ |

| JUNIOR TEAR, FALL SERVICE TER | | | | |
|-------------------------------|-----------|------------------------|-----|--------------------|
| | MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| | WLDG 1421 | Intro to Welding Fund. | 3 | |

JUNIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--|------------------------------|-----|--------------------|
| The second secon | Intro To Occupational Safety | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| | RSE COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|---------|-----------------------|-----|--------------------|
| WLDG 14 | 157 Intermediate SMAW | 4 | |

SENIOR YEAR, FALL SEMESTER

| JENIOR TEAN, TALE SEITHER TE | | | | |
|------------------------------|------------------------------|-----|--------------------|--|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
| | Intro to Oxy Weld. & Cutting | 4 | | |

SENIOR YEAR, WINTER FLEX

| SCINIOR TEAR, | AAIIAI FIZ LEFY | _ | |
|---------------|---------------------------|-----|--------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| INMT 2303 | Pumps, Compress., & Mech. | 3 | |

| SCINION I LAN, | I ALL SEITHEST EIT | | |
|----------------|--------------------|-----|--------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| | Intro to GMAW | 4 | |



APPENDIX B:

COLLEGE FACULTY & INSTRUCTION

SECTION 1: COLLEGE FACULTY & INSTRUCTION

Faculty are hired, assigned courses, supervised, and evaluated by Division Deans in accordance with accreditation standards, administrative regulations, and board policies.

Applicable expectations of College faculty are contained in the Employee Handbook and the Faculty Handbook. In addition to the expectations outlined in the Employee and Faculty Handbooks, Program faculty are expected to:

- 1. Regularly record course grades in the College learning management system, Canvas.
- 2. Ensure the course average in Canvas is displayed as a percentage on a 0 100% scale
- 3. Regularly use the College email system to communicate with students, College personnel, and receive relevant updates from the College.
- 4. If applicable, communicate regularly with Dual Credit Completion Coach(es) assigned to support asynchronous online courses.
- 5. Respond timely to all inquiries and requests made by College personnel (roster verifications, census rosters, grade reporting, etc.)

SECTION 2: MINIMUM CLASS SIZE

The minimum class size for dual credit courses is fourteen students. Faculty compensation for courses with enrollment below fourteen students is prorated accordingly.

To prevent low enrollment sections, the College will attempt to compress, consolidate, and stack sessions. The College may cancel sections that could not be compressed, consolidated, or stacked and do not meet the minimum enrollment threshold.

SECTION 3: EMBEDDED FACULTY

Embedded faculty are College faculty members who are teaching dual credit courses as part of their assigned duties at a Partner high school.

Embedded faculty are responsible for following College and Partner policies while teaching Program courses. To ensure students are clear about College expectations and to ease a faculty member's ability to juggle meeting the requirements of both institutions, the College recommends against co-seating dual credit students with high school credit-only students.

Co-seating dual credit students with high school credit-only students is permitted by the College in certain cases. For additional information, please consult "SECTION 4: STUDENT COMPOSITION OF CLASS" in the Memorandum of Understanding.

Embedded faculty are compensated based upon the total number of dual credit students per College course (not College section or high school period).

SECTION 4: MIDLAND COLLEGE INSTRUCTION CONTACTS

Associate Vice President – Justin Bateman (<u>ibateman@midland.edu</u> / 432.685.6846)

Allied Health – Brandi Havner (bhavner@midland.edu / 432.685.6440)

Applied Technology – Pete Avalos (pavalos@midland.edu / 432.681.6344)

CE & Dual Credit Health Sciences – Wendy Collins (wwoodcollins@midland.edu / 432.681.6364

Fine Arts & Communications – Dr. William Feeler (bfeeler@midland.edu / 432.685.4626)

Math & Science – Dr. Maira Carrillo (mairac@midland.edu / 432.685.4615)

Nursing – Cindy Madewell (cmadewell@midland.edu / 432.686.4243)

Public Service – Pervis Evans (pevans@midland.edu / 432.685.6768)

Social and Behavioral Sciences & Business – Michael Makowsky (mmakowsky@midland.edu / 432.685.6828)



APPENDIX C:

DUAL CREDIT COMPLETION COACHES

Many Partner high schools assign faculty or staff to support students enrolled in <u>online</u> <u>asynchronous</u> College courses. The manner in which support is provided can vary greatly from high school to high school. To create consistency as well as to extend the reach of College academic support, the College has reimagined our paid facilitator role.

Paid facilitators employed by the College are now known as Dual Credit Completion Coaches with corresponding responsibilities. The difference between Dual Credit Completion Coaches and facilitators are outlined below:

| Dual Credit Completion Coaches | High School Facilitators |
|---|--|
| Stipend from Midland College. | No stipend from Midland College. |
| Access to Midland College systems including | No access to Midland College systems. |
| Canvas. | |
| Training and support from Midland College. | Limited training and support from Midland College. |

Dual Credit Completion Coaches will be trained in the assorted services/supports offered by the College. Coaches will also have access to Canvas and can be added to courses to monitor student participation. The integration of additional College support personnel allows for a more nuanced intervention than might otherwise occur absent access to the course.

To inquire about approving/hiring High School Facilitators to be Dual Credit Completion Coaches, please contact Justin Bateman (ibateman@midland.edu / 432.685.6846)



EXHIBIT 1:

ADMISSION & ADVISING TIMELINE

| IANUARY ACTIVITIES | |
|---|--|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: Request additions/changes to course/program offerings for the next academic year. | By the 15 th : Send out Course Request Form for students. Send out Application/Advising Day sign-up form. By the end of the Month: Collaborate with Partner schools on the courses/programs offered for the next academic year. |
| FEBRUARY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: Identify students interested in dual credit for the upcoming academic year. Enter student and course information into the SmartSheet provided by the Dual Credit Service Center. Sign up for an Application/Advising Day event. | By the end of the Month: Coordinate with Deans & Department Chairs or the courses/programs offered for the next academic year. Revise/update the Memorandum of Understanding. |
| MARCH ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| Coordinate with the Dual Credit Service Cente on hosting an Application/Advising Day event. | r Coordinate with Partner school on attending a |
| Ongoing Activities: Update student/course SmartSheet as change occur. | By the 15 th : Send finalized Memorandum of Understanding for the upcoming academic year. |
| Assist students missing requirements for admission/registration. | Ongoing Activities: Process incoming admission requirements and track registration readiness. |
| | |

| APRIL ACTIVITIES | AND THE HOLD OF THE SEASON |
|--|---|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | Registration for Fall Opens! |
| Submit final student/course lists in | Ongoing Activities: |
| SmartSheet | Process incoming admission applications, |
| Sinal Collect. | requirements, and track registration readiness. |
| | |
| | Register students not dependent upon high |
| | school rosters. |
| | |
| | |
| | |
| | |
| MAY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the 15th: | By the end of the Month: |
| Aid students in finalizing the submission of any | Schedule Student Orientation Days with |
| admission/registration requirements. | Partners for late summer. |
| Francis - | |
| By the end of the Month: | Ongoing Activities: |
| Return signed MOU for the next academic year | Process incoming admission requirements and |
| to the College. | track registration readiness. |
| to the somegan | · · |
| Submit test scores for any student who may | Audit new student files. |
| need to demonstrate TSI | |
| completion/exemption. | Register students not dependent upon high |
| completion/exemption. | school rosters. |
| | 77.00 |
| | |
| | |
| | |
| JUNE ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | Ongoing Activities: |
| Identify any new embedded instructors or Dua | I Audit new student files. |
| Credit Completion Coaches for the next | |
| academic year. | Register students not dependent upon high |
| , i | school rosters. |
| | |
| | |
| | |
| | |
| | |

| ULY ACTIVITIES | |
|--|--|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | By the end of the Month: |
| Submit any changes to student/class lists due | Ensure processing of new embedded faculty & |
| o extenuating circumstances. | completion coach applications for the |
| o externating an extension | upcoming academic year. |
| Coordinate with the College on hosting Student | |
| Orientation in Late July/Early August. | Collaborate/coordinate with Deans & |
| ,, , | Department Chairs to ensure all needed Fall |
| | classes are created and ready for Fall |
| | registration. |
| | |
| | Host Student Orientation on Partner's campus |
| | late July/early August. |
| | |
| | Host dual credit professional development for |
| | Partner administration/staff (including coaches |
| | & embedded faculty) on main campus and at |
| | the WRTTC. |
| | 14 |
| | |
| | |
| | |
| AUGUST ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| Weekly: | Weekly: |
| For the first six weeks of school, send | Reconcile high school rosters/lists with College |
| rosters/lists of dual credit students once a | courses and report discrepancies to Partner. |
| week to the Dual Credit Service Center to | 20 000 100005 10000 1000 |
| ensure enrollment accuracy. | By the end of the Month: |
| | Host dual credit professional development for |
| Work with the Dual Credit Service Center to | Partner administration/staff (including coache |
| resolve enrollment discrepancies. | & embedded faculty) on main campus. |
| | |
| By the end of the Month: | Send signup forms for Fall Recruiting/Advising |
| Attend dual credit professional | Events. |
| development. At least one representative from | n |
| each Partner school must attend a professiona | As Soon As Possible: |
| development session at the WRTTC in July or | Register remaining students base on high |
| I . | school rosters. |
| The state of the s | |
| I . | |
| the Main Campus in August. | school rosters. |

| EPTEMBER ACTIVITIES | |
|--|--|
| ANTHENACTIVITIES | COLLEGE ACTIVITIES |
| y the 15. | By the end of the Month: |
| Provide constructive feedback to the College | Year in Review: reflect on the Fall |
| on the Fall Admission/Advising cycle (January | Admission/Advising Cycle. Identify process |
| hrough August). | revisions. Develop Strategic Plan for the next |
| | academic year. |
| By the end of the Month: | |
| dentify new students who will start in the | |
| Spring. | |
| and the Complete | |
| Refer students to the Dual Credit Service | |
| Center for Admission and assist student with | |
| collecting admission requirements. | |
| | |
| | |
| | |
| | |
| OCTOBER, NOVEMBER, & DECEMBER ACTIVITI | ES CONTRACTOR OF THE CONTRACTO |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By end of the first week in October: | By the end of October: |
| Finalize lists of which classes students will take | Complete Spring Registration. |
| in the Spring. | 2 |
| ,,, a = p | By Thanksgiving Break: |
| Finalize Admission requirements for new | Program planning for next academic year with |
| students starting the Spring. | CTE Cooperative. |
| | |
| By end of October: | Participate in Dual Credit Recruiting Events at |
| | 1.131-1-17-19 |
| Submit test scores to the Dual Credit Service | Partner campuses. |
| | Partner campuses. |
| | Partner campuses. By December 15 th : |
| | Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to |
| Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in | Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created. |
| Center. By Thanksgiving Break: | Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to |
| Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. | Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created and ready for registration. |
| Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. Host Dual Credit Recruiting Event at Partner | Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created and ready for registration. By end of December: |
| Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. | Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs t ensure all needed classes for Spring are create and ready for registration. |
| Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. Host Dual Credit Recruiting Event at Partner campus. | Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created and ready for registration. By end of December: |
| Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. Host Dual Credit Recruiting Event at Partner | Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs t ensure all needed classes for Spring are create and ready for registration. By end of December: |



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program
Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Fort Stockton Independent School District (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

<u>Non-Degree Seeking</u>: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing <u>dualcredit@midland.edu</u>, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is

within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

The College has opted into the Financial Aid for Swift Transfer (FAST) Program, capping dual credit tuition at the FAST tuition rate.

Tuition costs for FAST qualified students are covered by the State. Students may qualify for FAST if they:

- a. Are enrolled in and eligible for Foundation School Program funding at a high school in a Texas school district under the rules of the Texas Education Agency;
- Are enrolled in a dual credit course at a participating institution of higher education that
 has entered into a Dual Credit Agreement with the student's school district as set out in
 Rule §4.84; and
- c. Were educationally disadvantaged at any time during the four school years preceding the student's enrollment in the dual credit courses.

The College and Partner collaborate on reducing and eliminating costs not otherwise covered by FAST funding, ensuring dual credit courses are made available to Partner students at no cost to the student.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

• The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@midland.edu to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | FARTNER |
|-------------------------------------|---|
| Midland College | FORT STOCKTION ISD |
| 3600 N. Garfield | 101 M DIVISION |
| Midland, TX 79705 | FORT STOCKTON, IX 79735 |
| Attn: Office of the President | GABRIEL ZAMORA, SUPERINTENDENT gabriel. Zamora Ofsishnet |
| With a copy to: | With a copy to: |
| Midland College 3600 N. Garfield | TOUR STOCKHOON ISD |
| | For StrickTon. Ty 79735 |
| Midland, TX 79705 | |
| Attn: AVP of Partnerships | BEVERLY OLSEN, EXECUTIVE ASSISTANT beverly. Olsen @ Fsish. net |
| | |

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

| COLLEGE | PARTNER |
|----------------------------|-----------------------------------|
| (1) arman | Calriel Zam |
| President, Midland College | Superintendent, Fort Stockton ISD |
| 3, July 2025 | 7/28/05 |
| Date | Date |



APPENDIX A:

APPPROVED COURSES, CROSSWALKS, & PATHWAYS

Students may enroll in courses aligned to one of following academic pathways:

- Core Complete: Students may take courses included in the Core Curriculum at Midland College with the goal of becoming Core Complete. These courses fulfill general education requirements and, as a completed block, transferable to Texas public colleges and universities.
- Career and Technical Education (CTE) Certificates: Students may take courses that apply toward the completion of approved CTE certificate programs designated for dual credit. These certificates are designed to provide students with industry-specific skills and credentials.
- 3. Associate Degree Pathways: Students who have become Core Complete may take additional courses toward the completion of an Associate of Arts or Associate of Science in General Studies, pending approval from both the college and the high school.

All dual credit course selections must be approved to ensure alignment with the student's graduation plan, academic readiness, and program availability.

CORE COMPLETE PATHWAY OPTIONS

(High School Partners may have designed specific course selections within each of these categories. Please see your high school counselor for additional guidance. Some options are offered exclusively on Midland College Main Campus. Please consult your Dual Credit Service Center Advisor for options most suitable to your situation. High School Partners determine the appropriate course coding for their state reporting.)

010 - ENGLISH REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|----------------------------|-------|-----------------------|---------|
| ENGL 1301 – Composition I | 3 | English III-A or IV-A | .5 |
| ENGL 1302 – Composition II | 3 | English III-A or IV-B | .5 |

020 - MATHEMATICS REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|-----------------------------|-------|--------------------|---------|
| MATH 1314 – College Algebra | 3 | Pre-Calculus | .5 |
| MATH 1316 – Trigonometry | 3 | | |
| MATH 1342 – Statistics | 3 | - | |
| MATH 2412 – Pre-Calculus | 4 | Pre-Calculus | .5 |
| MATH 2413 – Calculus I | 4 | Calculus | .5 |

030 - LIFE AND PHYSICAL SCIENCES REQUIREMENT (8 HOURS) - COMPLETE TWO

| College Course | Hours | High School Course | Credits |
|--|-------|------------------------------|---------|
| BIOL 1406 – Biology for Science Majors I | 4 | Biology A or B | .5 |
| BIOL 1407 – Biology for Science Majors II | 4 | Scientific Research & Design | .5 |
| BIOL 1408 – Biology for Non-Science Majors I | 4 | Biology A or B | .5 |
| BIOL 1409 – Biology for Non-Science Majors II | 4 | Scientific Research & Design | .5 |
| BIOL 2401 – Anatomy and Physiology | 4 | Anatomy & Physiology | .5 |
| BIOL 2402 – Anatomy and Physiology | 4 | Scientific Research & Design | .5 |

040 - LANGUAGE, PHILOSOPHY, AND CULTURE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|----------------------------------|-------|---|---------|
| ENGL 2322 – British Literature I | 3 | English IV (full cred. if 1301&2 comp.) | .5 or 1 |

050 - CREATIVE ARTS REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|-------------------------|---------|
| ARTS 1301 – Art Appreciation | 3 | Art I, Art Appreciation | 1 |
| MUSI 1306 – Music Appreciation | 3 | | |

060 - U.S. HISTORY REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|--------------------------------------|-------|----------------------------------|---------|
| HIST 1301 – United States History I | 3 | Pre-U.S. History or U.S History* | .5 |
| HIST 1302 - United States History II | 3 | Pre-U.S. History or U.S History* | ,5 |

070 - GOVERNMENT/POLITICAL SCIENCE REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|---------------------------------|---------|
| GOVT 2305 – Federal Government | 3 | United States Government | .5 |
| GOVT 2306 – Texas Government | 3 | Social Studies Advanced Studies | .5 |

080 - SOCIAL/BEHAVIORAL SCIENCE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| ECON 2301 – Principles of | 3 | Economics | 5 |
| Macroeconomics | | | |
| PSYC 2301 – General Psychology | 3 | | |
| SOCI 1301 – Introduction to | 3 | | |
| Sociology | | | |

090 - COMPONENT AREA REQUIREMENTS (4 HOURS) - COMPLETE 4 HOURS

| College Course | Hours | High School Course | Credits |
|--------------------------------------|-------|----------------------------------|---------|
| EDUC 1100 – Learning Framework | 1 | College Readiness & Study Skills | .5 |
| KINE 1164 – Introduction to Physical | 1 | | - |
| Fitness and Wellness | | | |
| SPCH 1315 – Public Speaking | 3 | | |

^{*} Determination of High School credit for HIST-1301 & 1302 will be based on achieving locally established and board approved metrics.

AUTOMOTIVE – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION

SOPHOMORE YEAR, FALL OR SPRING SEMESTER

| | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------------|-----|----------------------------|
| OSHT 1301 | Intro To Occupational Safety | 3 | Occupational Safety and |
| | | | Environmental Technology I |

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|----------------------------|-----|------------------------------|
| AUMT 1305 | Introduction to Automotive | 3 | Automotive Technology I: |
| | Technology | | Maintenance and Light Repair |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|------------------------------|
| MCHN 1320 | Precision Tools & | 3 | Automotive Technology 1: |
| | Measurement | | Maintenance and Light Repair |

SENIOR YEAR, FALL SEMESTER

| SERIOR FEAR, | ENION TEAN, TALE SERIESTEN | | | | | |
|------------------|----------------------------|-----|---------------------------|--|--|--|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | | | |
| AUMT 2317 | Automotive Engine | 3 | Automotive Technology II: | | | |
| | Performance Analysis I | | Automotive Service | | | |

SENIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------------|-----|---------------------------|
| AUMT 1316 | Automotive Suspension & | 3 | Automotive Technology II: |
| | Steering | | Automotive Service |

SENIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------|-----|---------------------------|
| AUMT 1310 | Automotive Brake Systems | 3 | Automotive Technology II: |
| | | | Automotive Service |

ENERGY TECHNICIAN — ENTRY LEVEL — LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION

SOPHOMORE YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------------|-----|----------------------------|
| OSHT 1301 | Intro To Occupational Safety | 3 | Occupational Safety & |
| | | | Environmental Technology I |

SOPHOMORE YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-----------------------------|-----|----------------------------|
| PTRT 1301 | Intro to Petroleum Industry | 3 | Occupational Safety & |
| | | | Environmental Technology I |

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
|-----------|-------------------------------|-----|------------------------|--|
| ENER 1330 | Basic Mech. Skills for Energy | 3 | Oil & Gas Production I | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|-------------------------|
| MCHN 1320 | Precision Tools & | 3 | Oil & Gas Production II |
| | Measurement | | <i>5</i> . |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | Ħ |
|-----------|-------------------|-----|--------------------------|---|
| ELMT 1305 | Basic Fluid Power | 3 | Oil & Gas Production III | |

SENIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-----------------------|-----|--------------------------|
| INMT 2303 | Pumps, Compressors, & | 3 | Oil & Gas Production III |
| | Mechanical Drives | | |

SENIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-----------------------|-----|-------------------------|
| INMT 1317 | Industrial Automation | 3 | Oil & Gas Production IV |



APPENDIX B:

COLLEGE FACULTY & INSTRUCTION

SECTION 1: COLLEGE FACULTY & INSTRUCTION

Faculty are hired, assigned courses, supervised, and evaluated by Division Deans in accordance with accreditation standards, administrative regulations, and board policies.

Applicable expectations of College faculty are contained in the Employee Handbook and the Faculty Handbook. In addition to the expectations outlined in the Employee and Faculty Handbooks, Program faculty are expected to:

- 1. Regularly record course grades in the College learning management system,
- 2. Ensure the course average in Canvas is displayed as a percentage on a 0 100% scale.
- 3. Regularly use the College email system to communicate with students, College personnel, and receive relevant updates from the College.
- 4. If applicable, communicate regularly with Dual Credit Completion Coach(es) assigned to support asynchronous online courses.
- 5. Respond timely to all inquiries and requests made by College personnel (roster verifications, census rosters, grade reporting, etc.)

SECTION 2: MINIMUM CLASS SIZE

The minimum class size for dual credit courses is ten students. Faculty compensation for courses with enrollment below ten students is prorated accordingly.

To prevent low enrollment sections, the College will attempt to compress, consolidate, and stack sessions. The College may cancel sections that could not be compressed, consolidated, or stacked and do not meet the minimum enrollment threshold.

SECTION 3: EMBEDDED FACULTY

Embedded faculty are College faculty members who are teaching dual credit courses as part of their assigned duties at a Partner high school.

Embedded faculty are responsible for following College and Partner policies while teaching Program courses. To ensure students are clear about College expectations and to ease a faculty

member's ability to juggle meeting the requirements of both institutions, the College recommends against co-seating dual credit students with high school credit-only students.

Co-seating dual credit students with high school credit-only students is permitted by the College in certain cases. For additional information, please consult "SECTION 4: STUDENT COMPOSITION OF CLASS" in the Memorandum of Understanding.

Embedded faculty are compensated based upon the total number of dual credit students per College course (not College section or high school period).

SECTION 4: MIDLAND COLLEGE INSTRUCTION CONTACTS

Associate Vice President – Justin Bateman (ibateman@midland.edu / 432.685.6846)

Allied Health – Brandi Havner (bhavner@midland.edu / 432.685.6440)

Applied Technology – Pete Avalos (pavalos@midland.edu / 432.681.6344)

CE & Dual Credit Health Sciences – Wendy Collins (wwoodcollins@midland.edu / 432.681.6364

Fine Arts & Communications – Dr. William Feeler (<u>bfeeler@midland.edu</u> / 432.685.4626)

Math & Science – Dr. Maira Carrillo (mairac@midland.edu / 432.685.4615)

Nursing – Cindy Madewell (cmadewell@midland.edu / 432.686.4243)

Public Service – Pervis Evans (pevans@midland.edu / 432.685.6768)

Social and Behavioral Sciences & Business – Michael Makowsky (mmakowsky@midland.edu / 432.685.6828)



APPENDIX C: DUAL CREDIT COMPLETION COACHES

Many Partner high schools assign faculty or staff to support students enrolled in <u>online</u> <u>asynchronous</u> College courses. The manner in which support is provided can vary greatly from high school to high school. To create consistency as well as to extend the reach of College academic support, the College has reimagined our paid facilitator role.

Paid facilitators employed by the College are now known as Dual Credit Completion Coaches with corresponding responsibilities. The difference between Dual Credit Completion Coaches and facilitators are outlined below:

| Dual Credit Completion Coaches | High School Facilitators |
|---|---|
| Stipend from Midland College. | No stipend from Midland College. |
| Access to Midland College systems including | No access to Midland College systems. |
| Canvas. | |
| Training and support from Midland College. | Limited training and support from Midland |
| | College. |

Dual Credit Completion Coaches will be trained in the assorted services/supports offered by the College. Coaches will also have access to Canvas and can be added to courses to monitor student participation. The integration of additional College support personnel allows for a more nuanced intervention than might otherwise occur absent access to the course.

To inquire about approving/hiring High School Facilitators to be Dual Credit Completion Coaches, please contact Justin Bateman (ibateman@midland.edu / 432.685.6846)



EXHIBIT 1:

ADMISSION & ADVISING TIMELINE

| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | | | |
|--|--|--|--|--|
| By the end of the Month: | By the 15 th : | | | |
| Request additions/changes to course/program offerings for the next academic year. | | | | |
| offerings for the flext academic year. | Send out Application/Advising Day sign-up | | | |
| | form. | | | |
| | By the end of the Month: | | | |
| | Collaborate with Partner schools on the | | | |
| | courses/programs offered for the next | | | |
| | academic year. | | | |
| | | | | |
| FEBRUARY ACTIVITIES | COLLEGE ACTIVITIES | | | |
| PARTNER ACTIVITIES | | | | |
| By the end of the Month: | By the end of the Month: Coordinate with Deans & Department Chairs of | | | |
| dentify students interested in dual credit for | the courses/programs offered for the next | | | |
| the upcoming academic year. Enter student and course information into the SmartSheet | academic year. | | | |
| | academic year. | | | |
| provided by the Dual Credit Service Center. | Revise/update the Memorandum of | | | |
| Sign up for an Application/Advising Day event. | Understanding. | | | |
| sign up for an Application/Advising Day event. | onderstanding. | | | |
| MARCH ACTIVITIES | | | | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | | | |
| Coordinate with the Dual Credit Service Center | | | | |
| on hosting an Application/Advising Day event. | Control of the contro | | | |
| Ongoing Activities: | By the 15 th : | | | |
| Update student/course SmartSheet as change: | | | | |
| occur. | for the upcoming academic year. | | | |
| Assist students missing requirements for | Ongoing Activities: | | | |
| admission/registration. | Process incoming admission requirements and track registration readiness. | | | |
| | ~ | | | |
| | | | | |

| APRIL ACTIVITIES | | |
|--|---|--|
| | COLLEGE ACTIVITIES | |
| By the end of the Month: | Registration for Fall Opens! | |
| Submit final student/course lists in | Ongoing Activities: | |
| | Process incoming admission applications, | |
| | requirements, and track registration readiness. | |
| | requirements, and track registration reduness. | |
| | Register students not dependent upon high | |
| | school rosters. | |
| | Solitor Fosters. | |
| | | |
| | | |
| | | |
| MAY ACTIVITIES | | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | |
| By the 15 th : | By the end of the Month: | |
| Aid students in finalizing the submission of any | Schedule Student Orientation Days with | |
| admission/registration requirements. | Partners for late summer. | |
| | | |
| By the end of the Month: | Ongoing Activities: | |
| Return signed MOU for the next academic year | Process incoming admission requirements and | |
| to the College. | track registration readiness. | |
| | <u>x</u> ⁴ | |
| Submit test scores for any student who may | Audit new student files. | |
| need to demonstrate TSI | | |
| completion/exemption. | Register students not dependent upon high | |
| | school rosters. | |
| | | |
| | | |
| | | |
| | | |
| JUNE ACTIVITIES | | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | |
| By the end of the Month: | Ongoing Activities: | |
| Identify any new embedded instructors or Dual | Audit new student files. | |
| Credit Completion Coaches for the next | | |
| academic year. | gister students not dependent upon high | |
| | school rosters. | |
| | | |
| | | |
| | | |
| | | |
| | | |

| JULY ACTIVITIES | | | | |
|--|--|--|--|--|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | | | |
| By the end of the Month: | By the end of the Month: | | | |
| Submit any changes to student/class lists due | Ensure processing of new embedded faculty & | | | |
| to extenuating circumstances. | completion coach applications for the | | | |
| | upcoming academic year. | | | |
| Coordinate with the College on hosting Student | | | | |
| Orientation in Late July/Early August. | Collaborate/coordinate with Deans & Department Chairs to ensure all needed Fall classes are created and ready for Fall registration. | | | |
| | Host Student Orientation on Partner's campus late July/early August. | | | |
| | Host dual credit professional development for Partner administration/staff (including coaches & embedded faculty) on main campus and at the WRTTC. | | | |
| AUGUST ACTIVITIES PARTNER ACTIVITIES | COLLEGE ACTIVITIES | | | |
| | | | | |
| Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to | Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. | | | |
| ensure enrollment accuracy. | By the end of the Month: | | | |
| ensure enrounnent accuracy. | Host dual credit professional development for | | | |
| Work with the Dual Credit Service Center to | Partner administration/staff (including coaches | | | |
| resolve enrollment discrepancies. | & embedded faculty) on main campus. | | | |
| Duah and afab a Manah | Sand signer for Fall Boorgiting / Advising | | | |
| By the end of the Month: Attend dual credit professional | Send signup forms for Fall Recruiting/Advising Events. | | | |
| development. At least one representative from | Local Common Styles Common | | | |
| each Partner school must attend a professiona | The second of th | | | |
| development session at the WRTTC in July or | Register remaining students base on high | | | |
| the Main Campus in August. | school rosters. | | | |
| | | | | |
| | | | | |

| SEPTEMBER ACTIVITIES | |
|--|--|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the 15 th : | By the end of the Month: |
| Provide constructive feedback to the College | Year in Review: reflect on the Fall |
| on the Fall Admission/Advising cycle (January | Admission/Advising Cycle. Identify process |
| through August). | revisions. Develop Strategic Plan for the next |
| | academic year. |
| By the end of the Month: | |
| Identify new students who will start in the | |
| Spring. | |
| Refer students to the Dual Credit Service | |
| Center for Admission and assist student with | |
| collecting admission requirements. | |
| | |
| | |
| | |
| | |
| | |
| OCTOBER, NOVEMBER, & DECEMBER ACTIVIT | ES |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By end of the first week in October: | By the end of October: |
| Finalize lists of which classes students will take | Complete Spring Registration. |
| in the Spring. | |
| | By Thanksgiving Break: |
| Finalize Admission requirements for new | Program planning for next academic year with |
| students starting the Spring. | CTE Cooperative. |
| | |
| By end of October: | Participate in Dual Credit Recruiting Events at |
| Submit test scores to the Dual Credit Service | Partner campuses. |
| Center. | te es a compa |
| | By December 15 th : |
| By Thanksgiving Break: | Collaborate with Deans & Department Chairs to |
| For schools in CTE Cooperative, participate in | ensure all needed classes for Spring are created |
| program planning for the next academic year. | and ready for registration. |
| Host Dual Credit Recruiting Event at Partner | By end of December: |
| campus. | Run Drop/Fail/Withdraw report. |
| | |
| By December 15 th : | |
| Submit test scores to the Dual Credit Service | |
| Center. | |



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Greenwood Independent School District (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

<u>Non-Degree Seeking</u>: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.
 A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing dualcredit@midland.edu, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student

and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

The College has opted into the Financial Aid for Swift Transfer (FAST) Program, capping dual credit tuition at the FAST tuition rate.

Tuition costs for FAST qualified students are covered by the State. Students may qualify for FAST if they:

- Are enrolled in and eligible for Foundation School Program funding at a high school in a Texas school district under the rules of the Texas Education Agency;
- b. Are enrolled in a dual credit course at a participating institution of higher education that has entered into a Dual Credit Agreement with the student's school district as set out in Rule §4.84; and
- c. Were educationally disadvantaged at any time during the four school years preceding the student's enrollment in the dual credit courses.

The College and GISD collaborate on reducing and eliminating costs not otherwise covered by FAST funding, ensuring dual credit courses are made available to GISD students at no cost to the student.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@midland.edu to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur.

In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER | |
|---|---------------------------------------|--|
| | Greenwood Independent School District | |
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: Office of the President | 2700 FM 1379 | |
| | Midland, TX 79706 | |
| | Attn: Office of the Superintendent | |

With a copy to:

Midland College

3600 N. Garfield

Midland, TX 79705

Attn: AVP of Partnerships

Greenwood Independent School District

2700 FM 1379

Midland, TX 79706

Attn: Office of the Superintendent

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

COLLEGE

PARTNER

President, Midland College

Superintendent, Greenwood ISD

Date

APPENDIX A:

APPPROVED COURSES, CROSSWALKS, & PATHWAYS

Students may enroll in courses aligned to one of following academic pathways:

- Core Complete: Students may take courses included in the Core Curriculum at Midland College with the goal of becoming Core Complete. These courses fulfill general education requirements and, as a completed block, transferable to Texas public colleges and universities.
- Career and Technical Education (CTE) Certificates: Students may take courses that apply toward the completion of approved CTE certificate programs designated for dual credit. These certificates are designed to provide students with industry-specific skills and credentials.
- 3. Associate Degree Pathways: Students who have become Core Complete may take additional courses toward the completion of an Associate of Arts or Associate of Science in General Studies, pending approval from both the college and the high school.

All dual credit course selections must be approved to ensure alignment with the student's graduation plan, academic readiness, and program availability.

GISD Dual Credit to MC Completion Progress to Core Complete & A.A. Courses in green are courses GISD students can complete on/through their high school campus. **High School Course** College High Course Rubric/College Course Title School Credit Offered for Dual Credit Credit English (010): 6 Semester Credit Hours Required English III A .5 3hrs ENGL 1301 - Composition I English III B 3hrs .5 ENGL 1302 - Composition II College Credit Only **ENGL 2311 - Technical and Business** 3hrs Writing Speech (090): 3 Semester Credit Hours Required College Credit Only SPCH 1311 - Introduction to Speech 3hrs Communications Professional 5 SPCH 1315 - Public Speaking 3hrs Communication College Credit Only 3hrs SPCH 1318 - Interpersonal Communications College Credit Only SPCH 1321 - Business and Professional 3hrs Communication Mathematics (020): 3 Semester Credit Hours Required Precalculus A or 5 3hrs MATH 1314 - College Algebra Independent Study College Credit Only 3hrs MATH 1316 - Trigonometry College Credit Only 3hrs MATH 1324 - Mathematics for **Business and Social Sciences I** Independent Study 5 3hrs MATH 1342 - Statistics Precalculus B .5 4hrs MATH 2412 - Pre-Calculus College Credit Only 4hrs MATH 2413 - Calculus I Life and Physical Sciences (030): 8 Semester Credit Hours Required College Credit Only **BIOL 1408 - Introduction to Biology I** 4hrs College Credit Only BIOL 1409 - Introduction to Biology II 4hrs College Credit Only BIOL 2401 - Anatomy and Physiology I 4hrs College Credit Only BIOL 2402 - Anatomy and Physiology II 4hrs College Credit Only 4hrs CHEM 1405 - Introductory Chemistry College Credit Only 4hrs **GEOL 1403 - Physical Geology** College Credit Only 4hrs **GEOL 1405 – Environmental Science** Language, Philosophy and Culture (040): 3 Semester Credit Hours Required English IV A ENGL 2322 - British Literature I 3hrs .5 English IV B 3hrs ENGL 2323 - British Literature II College Credit Only 3hrs ENGL 2327 - American Literature I College Credit Only ENGL 2328 - American Literature II 3hrs College Credit Only 3hrs ENGL 2332 - World Literature I College Credit Only ENGL 2333 - World Literature II 3hrs

| HUMA 1301 – Introduction to Humanities i | 3hrs | | College Credit Only |
|---|-----------|-------------------|------------------------------|
| HUMA 1302 – Introduction to Humanities II | 3hrs | | College Credit Only |
| PHIL 1301 - Introduction to Philosophy | 3hrs | | College Credit Only |
| PHIL 2306 – Ethics | 3hrs | | College Credit Only |
| | 0): 3 Sen | nester Cr | edit Hours Required |
| ARTS 1301 - Art Appreciation | 3hrs | 1.5 | Art I, Art Appreciation |
| ARTS 1303 - Art History I | 3hrs | Description. | College Credit Only |
| ARTS 1304 - Art History II | 3hrs | O B | College Credit Only |
| DRAM 1310 - Theater Appreciation | 3hrs | SELECTION. | College Credit Only |
| DRAM 2361 - History of Theatre I | 3hrs | 200 | College Credit Only |
| DRAM 2362 - History of Theatre II | 3hrs | | College Credit Only |
| MUSI 1306 - Music Appreciation | 3hrs | | College Credit Only |
| MUSI 1310 – American Music | 3hrs | TO THE NA | College Credit Only |
| U.S. History (060): 6 S | | Credit H | |
| HIST 1301 – U.S. History I | 3hrs | .5 | U.S. History A |
| HIST 1302 - U.S. History II | 3hrs | .5 | U.S. History B |
| HIST 2301 - Texas History | 3hrs | | College Credit Only |
| Government (070): 6 S | | Credit H | lours Required |
| GOVT 2305 - Federal Government | 3hrs | .5 | U.S. Government |
| GOVT 2306 - Texas Government | 3hrs | 5 | Special Topics in Soc. Stud. |
| Social/Behavioral Sciences (0 | | - Marian Carlotte | |
| ANTH 2351 - Cultural Anthropology | 3hrs | | College Credit Only |
| BUSI 1301 – Business Principles | 3hrs | 13 42 0 | College Credit Only |
| ECON 2301 – Principles of Macroeconomics | 3hrs | .5 | Economics |
| ECON 2302 – Principles of Microeconomics | 3hrs | | College Credit Only |
| GEOG 1302 – Human Geography | 3hrs | | College Credit Only |
| GEOG 1303 – World Regional Geography | 3hrs | | College Credit Only |
| PSYC 2301 - General Psychology | 3hrs | -5 | Psychology |
| SOCI 1301 - Introduction to Sociology | 3hrs | | College Credit Only |
| TECA 1354 - Child Growth and Development | 3hrs | | College Credit Only |
| Additional Requirement (0) | 90): 1 Se | mester C | redit Hour Required |
| KINE 1164 – Introduction to Physical Fitness and Wellness | 1hr | | College Credit Only |
| EDUC 1100 – Effective Learning | 1hr | 1000 | College Credit Only |

Students may complete the Science requirement and the 1 hour requirement through Midland College for college credit only. Students who are core complete are within 18 hours of graduating with an Associate in Arts degree. Students interested in earning their Associate Degree are encouraged to contact the Dual Credit Service Center at dualcredit@midland.edu.

MC/GISD DUAL CREDIT TRANSFER COURSE CROSSWALK

ART

| MC COURSE | MC COURSE TITLE | HOURS | HS COURSE | CREDITS | MC CORE AREA |
|-----------|------------------|-------|--|---------|--------------|
| | Art Appreciation | 3 | Art I. Art Appreciation | .5 | 050 |
| ARTS 1301 | Art Appreciation | | The state of the s | | |

ENGLISH

| MIC COURSE | MC COURSE TITLE | HOURS | HS COURSE | CREDITS | MC CORE AREA |
|-------------------------|-----------------------|-------|---------------|---------|--------------|
| Aller State of the last | Composition I | 3 | English III A | .5 | 010 |
| ENGL 1301 | Composition II | 3 | English III B | .5 | 010 |
| ENGL 1302 | British Literature i | 3 | English IV A | .5 | 040 |
| ENGL 2322 | 21111211 | 3 | English IV B | .5 | 040 |
| ENGL 2323 | British Literature II | 3 | CURUSU IA D | | |

MATHEMATICS

| MC COURSE | MC COURSE TITLE | HOURS | HS COURSE | CREDITS | MIC CORE AREA |
|-----------|--|-------|-------------------|---------|---------------|
| | College Algebra | 3 | Precalculus A | .5 | 020 |
| MATH 1314 | The second secon | 3 | Independent Study | .5 | 020 |
| MATH 1342 | Statistics | 13 | Precalculus B | .5 | 020 |
| MATH 2412 | Precalculus | 4 | Precalculus 0 | | -1 |

SOCIAL STUDIES

| MC COURSE | MC COURSE TITLE | HOURS | HS COURSE | CREDITS | MC CORE AREA |
|-----------|--------------------------|-------|----------------------------------|---------|--------------|
| ECON 2301 | Princ. Of Macroeconomics | 3 | Economics | .5 | 080 |
| HIST 1301 | U.S. History I | 3 | U.S. History A | .5 | 060 |
| HIST 1302 | U.S. History II | 3 | U.S. History B | .5 | 060 |
| GOVT 2305 | Federal Government | 3 | U.S. Government | .5 | 070 |
| GOVT 2306 | Texas Government | 3 | Special Topics in Social Studies | ,5 | 070 |
| PSYC 2301 | General Psychology | 3 | Psychology | .5 | 080 |

SPEECH

| MC COURSE | MC COURSE TITLE | HOURS | HS COURSE | CREDITS | MC CORE AREA |
|-------------|-----------------|-------|---------------|---------|--------------|
| SPCH 1315 | Public Speaking | 3 | Professional | .5 | 090A |
| 31 011 1313 | 1 00 | | Communication | | |

Partner high schools make the final determination on the appropriate/required course coding for accurate reporting to their accrediting entity.

AUTOMOTIVE - ENTRY LEVEL - LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION

Taught @ Midland College Advanced Technology Center

| MC Course | College Credit | High School Credit | High School Course |
|------------------------------------|-------------------|--------------------------|------------------------------|
| Sophomore Year, Fall or Spring Sem | ester | | |
| OSHT 1301 - Intro to Occupational | 3 | 1 | Occupational Safety and |
| Safety | | | Environmental Technology |
| Junior Year, Fall Semester | | | |
| AUMT 1305 – Introduction to | 3 | 1 | Automotive Technology I: |
| Automotive Technology | | | Maintenance and Light Repair |
| Junior Year, Spring Semester | | | |
| MCHN 1320 - Precision Tools & | 3 | 1 | Automotive Technology I: |
| Measurement | | | Maintenance and Light Repair |
| Senior Year, Fall Semester | | | |
| AUMT 2317 – Automotive Engine | 3 | 1 | Automotive Technology II: |
| Performance and Analysis I | | | Automotive Service |
| Senior Year, Winter Flex | | | |
| AUMT 1316 – Automotive | 3 | 1 | Automotive Technology II: |
| Suspension and Steering | | | Automotive Service |
| Senior Year, Spring Semester | | | |
| AUMT 1310 – Automotive Brake | 3 | 1 | Automotive Technology II: |
| Systems | | | Automotive Service |

DIESEL TECHNICIAN – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION Taught @ Midland College Cogdell Learning Center

| MC Course | College Credit | High School Credit | High School Course |
|---|-------------------|--------------------------|--------------------|
| Sophomore Year, Fall or Spring Seme | ster | | |
| OSHT 1301 – Intro to Occupational Safety | 3 | | |
| Junior Year, Fall Semester | | | |
| DEMR 1329 – Preventative Maintenance | 3 | | |
| Junior Year, Spring Semester | | | |
| MCHN 1320 – Precision Tools & Measurement | 3 | | |
| Senior Year, Fall Semester | | | |
| DEMR 1310 – Diesel Engines Testing & Repair I | 3 | | |
| Senior Year, Winter Flex | , | | |
| DEMR 2312 – Diesel Engines Testing & Repair II | 3 | | |
| Senior Year, Spring Semester | | | |
| DEMR 1305 – Basic Electrical Systems | | | |

EDUCATION – ENTRY LEVEL CAREER & TECHNICAL EDUCATION Taught @ GISD Campus

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------------|-----|--------------------|
| EDUC 1301 | Introduction to the Teaching | 3 | |
| | Profession | | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------------|-----|--------------------|
| EDUC 2301 | Introduction to Special | 3 | |
| | Populations | | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-----------------------------|-----|--------------------|
| TECA 1318 | Wellness of the Young Child | 3 | |

SENIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------|-----|--------------------|
| TECA 1311 | Educating Young Children | 3 | |

FIREFIGHTER – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION Taught @ Midland College Harris Field

| MC Course | College Credit | High School Credit | High School Course |
|---|-------------------|--------------------------|--|
| Junior Year, Fall Semester | | | (5) |
| FIRS 1301 – Firefighter Certification I | 3 | 1 | Disaster Response (D) |
| FIRS 1407 – Firefighter Certification | 4 | .5 | Firefighter l |
| FIRS 1313 – Firefighter Certification | 3 | | - I |
| Junior Year, Spring Semester | | | |
| FIRS 1319 – Firefighter Certification VI | 3 | 1 .5 | Disaster Response (D) Firefighter I |
| FIRS 1323 – Firefighter Certification V | 3 | | |
| FIRS 1329 – Firefighter Certification VI | 3 | | |
| FIRS 1433 – Firefighter Certification VII | 4 | | |
| Senior Year, Fall Semester | | | |
| EMSP 1501 – EMT Basic | 5 | 1.5 | Firefighter II |
| EMSP 1160 – EMT Clinicals | 1 | | |
| Senior Year, Spring Semester | | | |
| EMSP 1370 – EMT Certification Prep | 3 | 1.5 | Firefighter II |

PATIENT CARE TECH - INDUSTRY-BASED CREDENTIAL

CAREER & TECHNICAL EDUCATION

Taught @ GISD Campus & Midland College Advanced Technology Center

FRESHMAN YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|------------------------------------|-----|------------------------------|
| HPRS 1202 | Wellness and Health Promotion | 2 | Principles of Health Science |
| HPRS 1101 | Introduction to Health Professions | 1 | Principles of Health Science |

SOPHOMORE YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
|--------------|--------------|-----|---------------------|--|
| NURA 1307 | Body Systems | 3 | Medical Terminology | |

SOPHOMORE YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|--------------------------------------|-----|---------------------|
| HPRS 1206 | Medical Terminology | 2 | Medical Terminology |
| MDCA 1210 | Medical Assistant Interpersonal & | 2 | Medical Terminology |
| | Communication Skills | | |

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|--------------------------------|-----|----------------------------------|
| HPRS 1204 | Basic Health Profession Skills | 2 | Health Science Theory & Clinical |
| MDCA | Human | 3 | Health Science Theory & |
| 1302 | Disease/Pathophysiology | | Clinical |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|----------------------------|-----|----------------------------------|
| NURA 1301 | Nurse Aide for Health Care | 3 | Health Science Theory & Clinical |
| NURA 1160 | Clinical – Nursing | 1 | Health Science Theory & Clinical |
| | Assistant/Aide | | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|-----------------------|-----|-----------------------------|
| PLAB | Phlebotomy | 3 | Practicum in Health Science |
| 1323 PLAB | Clinical - Phlebotomy | 1 | Practicum in Health Science |
| 1160 | | | |

SENIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--|-----|-----------------------------|
| ECRD 1391 | Special Topics: Electrocardiograph Technology/Technician | 3 | Practicum in Health Science |
| NUPC 1320 | Patient Care Technician | 3 | Practicum in Health Science |
| NUPC 1160 | Clinical - Patient Care Technician | 1 | Practicum in Health Science |

WELDER – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION

Taught @ Midland College Main Campus, MC ATC and GISD Campus

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|----------------------|-----|--------------------|
| | Welding Fundamentals | 4 | Welding I |

JUNIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------------|-----|--------------------|
| OSHT 1301 | Intro To Occupational Safety | 3 | Welding I |
| | & Health Technology | | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|--------------------|
| MCHN 1320 | Precision Tools & | 3 | Welding I |
| | Measurement | | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-----------------------------|-----|--------------------|
| WLDG 1428 | Intro to Shielded Metal Arc | 4 | Welding II |
| | Welding (SMAW) | | |

SENIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | للت |
|-----------|---|-----|--------------------|-----|
| WLDG 1434 | Intro to Gas Tungsten Arc Welding (GTAW) | 3 | Welding II | |

SENIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
|-----------|------------------------|-----|--------------------|--|
| WLDG 1430 | Intro to Gas Metal Arc | 4 | Welding II | |
| | Welding (GMAW) | | | |



APPENDIX B:

COLLEGE FACULTY & INSTRUCTION

SECTION 1: COLLEGE FACULTY & INSTRUCTION

Faculty are hired, assigned courses, supervised, and evaluated by Division Deans in accordance with accreditation standards, administrative regulations, and board policies.

Applicable expectations of College faculty are contained in the Employee Handbook and the Faculty Handbook. In addition to the expectations outlined in the Employee and Faculty Handbooks, Program faculty are expected to:

- 1. Regularly record course grades in the College learning management system, Canvas.
- 2. Ensure the course average in Canvas is displayed as a percentage on a 0 100% scale.
- 3. Regularly use the College email system to communicate with students, College personnel, and receive relevant updates from the College.
- 4. If applicable, communicate regularly with Dual Credit Completion Coach(es) assigned to support asynchronous online courses.
- 5. Respond timely to all inquiries and requests made by College personnel (roster verifications, census rosters, grade reporting, etc.)

SECTION 2: MINIMUM CLASS SIZE

The minimum class size for dual credit courses is ten students. Faculty compensation for courses with enrollment below ten students is prorated accordingly.

To prevent low enrollment sections, the College will attempt to compress, consolidate, and stack sessions. The College may cancel sections that could not be compressed, consolidated, or stacked and do not meet the minimum enrollment threshold.

SECTION 3: EMBEDDED FACULTY

Embedded faculty are College faculty members who are teaching dual credit courses as part of their assigned duties at a Partner high school.

Embedded faculty are responsible for following College and Partner policies while teaching Program courses. To ensure students are clear about College expectations and to ease a faculty member's ability to juggle meeting the requirements of both institutions, the College recommends against co-seating dual credit students with high school credit-only students.

Co-seating dual credit students with high school credit-only students is permitted by the College in certain cases. For additional information, please consult "SECTION 4: STUDENT COMPOSITION OF CLASS" in the Memorandum of Understanding.

Embedded faculty are compensated based upon the total number of dual credit students per College course (not College section or high school period).

SECTION 4: MIDLAND COLLEGE INSTRUCTION CONTACTS

Associate Vice President – Justin Bateman (jbateman@midland.edu / 432.685.6846)

Allied Health – Brandi Havner (bhavner@midland.edu / 432.685.6440)

Applied Technology – Pete Avalos (pavalos@midland.edu / 432.681.6344)

CE & Dual Credit Health Sciences – Wendy Collins (wwoodcollins@midland.edu / 432.681.6364

Fine Arts & Communications – Dr. William Feeler (bfeeler@midland.edu / 432.685.4626)

Math & Science – Dr. Maira Carrillo (mairac@midland.edu / 432.685.4615)

Nursing – Cindy Madewell (cmadewell@midland.edu / 432.686.4243)

Public Service — Pervis Evans (pevans@midland.edu / 432.685.6768)

Social and Behavioral Sciences & Business – Michael Makowsky (mmakowsky@midland.edu / 432.685.6828)



APPENDIX C:

DUAL CREDIT COMPLETION COACHES

Many Partner high schools assign faculty or staff to support students enrolled in <u>online</u> <u>asynchronous</u> College courses. The manner in which support is provided can vary greatly from high school to high school. To create consistency as well as to extend the reach of College academic support, the College has reimagined our paid facilitator role.

Paid facilitators employed by the College are now known as Dual Credit Completion Coaches with corresponding responsibilities. The difference between Dual Credit Completion Coaches and facilitators are outlined below:

| Dual Credit Completion Coaches | High School Facilitators |
|---|--|
| Stipend from Midland College. | No stipend from Midland College. |
| Access to Midland College systems including | No access to Midland College systems. |
| Canvas. | , c settlered |
| Training and support from Midland College. | Limited training and support from Midland College. |

Dual Credit Completion Coaches will be trained in the assorted services/supports offered by the College. Coaches will also have access to Canvas and can be added to courses to monitor student participation. The integration of additional College support personnel allows for a more nuanced intervention than might otherwise occur absent access to the course.

To inquire about approving/hiring High School Facilitators to be Dual Credit Completion Coaches, please contact Justin Bateman (jbateman@midland.edu / 432.685.6846)



EXHIBIT 1:

ADMISSION & ADVISING TIMELINE

| COLLEGE ACTIVITIES |
|--|
| |
| By the 15th: Send out Course Request Form for students. Send out Application/Advising Day sign-up form. By the end of the Month: Collaborate with Partner schools on the courses/programs offered for the next academic year. |
| |
| COLLEGE ACTIVITIES |
| By the end of the Month: Coordinate with Deans & Department Chairs on the courses/programs offered for the next academic year. Revise/update the Memorandum of Understanding. |
| THE RESERVE OF THE PARTY OF THE |
| COLLEGE ACTIVITIES |
| Coordinate with Partner school on attending a Application/Advising Day event. |
| By the 15 th : Send finalized Memorandum of Understanding for the upcoming academic year. |
| Ongoing Activities: Process incoming admission requirements and track registration readiness. |
| |

| APRIL ACTIVITIES | | |
|--|---|--|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | |
| By the end of the Month: | Registration for Fall Opens! | |
| submit final student/course lists in | Ongoing Activities: | |
| martSheet. | Process incoming admission applications, | |
| | requirements, and track registration readiness. | |
| | Register students not dependent upon high school rosters. | |
| | = | |
| MAY ACTIVITIES | | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | |
| By the 15th: | By the end of the Month: | |
| Aid students in finalizing the submission of any | Schedule Student Orientation Days with | |
| admission/registration requirements. | Partners for late summer. | |
| By the end of the Month: | Ongoing Activities: | |
| Return signed MOU for the next academic year | Process incoming admission requirements and | |
| to the College. | track registration readiness. | |
| Submit test scores for any student who may | Audit new student files. | |
| need to demonstrate TSI | | |
| completion/exemption. | Register students not dependent upon high school rosters. | |
| | | |
| JUNE ACTIVITIES | | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | |
| By the end of the Month: | Ongoing Activities: | |
| Identify any new embedded instructors or Dua | Audit new student files. | |
| Credit Completion Coaches for the next | | |
| academic year. | Register students not dependent upon high school rosters. | |
| | | |

| ULY ACTIVITIES | COLLEGE ACTIVITIES |
|---|---|
| PARTNER ACTIVITIES | By the end of the Month: |
| By the end of the Month: | Ensure processing of new embedded faculty & |
| Submit any changes to student/class lists due | completion coach applications for the |
| o extenuating circumstances. | upcoming academic year. |
| | |
| Coordinate with the College on hosting Student | Collaborate/coordinate with Deans & |
| Orientation in Late July/Early August. | Department Chairs to ensure all needed Fall |
| | classes are created and ready for Fall |
| | registration. |
| | registration. |
| | Host Student Orientation on Partner's campus |
| | late July/early August. |
| | late July/Carry Augusti |
| | Host dual credit professional development for |
| | Partner administration/staff (including coache |
| | & embedded faculty) on main campus and at |
| | the WRTTC. |
| | the WKT C. |
| | |
| | |
| | COLLEGE ACTIVITIES |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| PARTNER ACTIVITIES Weekly: | Weekly: |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send | Weekly: Reconcile high school rosters/lists with Colleg |
| Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a | Weekly: |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. By the end of the Month: |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development fo |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development fo Partner administration/staff (including coach |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for |
| Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development fo Partner administration/staff (including coach & embedded faculty) on main campus. |
| Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development fo Partner administration/staff (including coach & embedded faculty) on main campus. Send signup forms for Fall Recruiting/Advising. |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: Attend dual credit professional development. | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development fo Partner administration/staff (including coach & embedded faculty) on main campus. Send signup forms for Fall Recruiting/Advisin Events. |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: Attend dual credit professional development. At least one representative from each Partner | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development fo Partner administration/staff (including coach & embedded faculty) on main campus. Send signup forms for Fall Recruiting/Advisin Events. |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: Attend dual credit professional development. At least one representative from each Partner school must attend a professional development. | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development fo Partner administration/staff (including coach & embedded faculty) on main campus. Send signup forms for Fall Recruiting/Advisin Events. |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: Attend dual credit professional development. At least one representative from each Partner school must attend a professional development session at the WRTTC in July or the Main | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for Partner administration/staff (including coach & embedded faculty) on main campus. Send signup forms for Fall Recruiting/Advising Events. At Soon As Possible: Register remaining students base on high |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: Attend dual credit professional development. At least one representative from each Partner school must attend a professional development. | Weekly: Reconcile high school rosters/lists with Colleg courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development fo Partner administration/staff (including coache embedded faculty) on main campus. Send signup forms for Fall Recruiting/Advising Events. |

| SEPTEMBER ACTIVITIES | | | |
|--|--|--|--|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | | |
| By the 15th: | By the end of the Month: | | |
| Provide constructive feedback to the College | Year in Review: reflect on the Fall | | |
| on the Fall Admission/Advising cycle (January | Admission/Advising Cycle. Identify process | | |
| through August). | revisions. Develop Strategic Plan for the next | | |
| | academic year. | | |
| By the end of the Month: | | | |
| dentify new students who will start in the | | | |
| Spring. | | | |
| | = | | |
| Refer students to the Dual Credit Service | | | |
| Center for Admission and assist student with | | | |
| collecting admission requirements. | | | |
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| OCTOBER, NOVEMBER, & DECEMBER ACTIVITI | | | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | | |
| | | | |
| By end of the first week in October: | By the end of October: | | |
| Finalize lists of which classes students will take | | | |
| | Complete Spring Registration. | | |
| Finalize lists of which classes students will take in the Spring. | Complete Spring Registration. By Thanksgiving Break: | | |
| Finalize lists of which classes students will take | Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with | | |
| Finalize lists of which classes students will take in the Spring. | Complete Spring Registration. By Thanksgiving Break: | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. | Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: | Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service | Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: | Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. | Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15th: | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: | By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15th: Collaborate with Deans & Department Chairs | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in | By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15th: Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: | By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15th: Collaborate with Deans & Department Chairs | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. | By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15th: Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created and ready for registration. | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. Host Dual Credit Recruiting Event at Partner | By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15th: Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created and ready for registration. By end of December: | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. | By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15th: Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created and ready for registration. | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. Host Dual Credit Recruiting Event at Partner campus. | By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15th: Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created and ready for registration. By end of December: | | |
| Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. Host Dual Credit Recruiting Event at Partner | By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events as Partner campuses. By December 15th: Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created and ready for registration. By end of December: | | |

Center.



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Midland Christian School (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

Non-Degree Seeking: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing <u>dualcredit@midland.edu</u>, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is

within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

The Partner covers the cost of CTE course materials.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@midland.edu to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is

shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER |
|---|-----------------|
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: Office of the President | |
| With a copy to: | With a copy to: |
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: AVP of Partnerships | |

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

COLLEGE

President, Midland College

President, Midland Christian School

28 Mg 2625

5-9.2025

Date



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Midland Classical Academy (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

<u>Non-Degree Seeking</u>: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.
 A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing <u>dualcredit@midland.edu</u>, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is

within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

The Partner covers the cost of CTE course materials.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

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- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@inidland.edu to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is

shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER |
|---|---|
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: Office of the President | Midland Classical Academy 5711 Whitman Drive Midland, TX 79705 Attn: Dean of Administration |
| With a copy to: | With a copy to: |
| Midland College 3600 N. Garfield Midland, TX 79705 | |
| Attn: AVP of Partnerships | |

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

President, Midland College

Partner

Stohmu Gal

Head Administrator, Midland Classical Academy

06/05/2025



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Midland Independent School District (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- · Earn industry-based credentials,
- Explore careers,
- · Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

A: ELIGIBLE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Exhibit 1 – Approved Pathways & Courses.

B: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

Non-Degree Seeking: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative in relevant section(s) of the assessment.

C: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

D: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires notification to the College.

A co-seated course may occur if the creation of a high school credit-only course is not financially viable for the high school and if:

a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or

b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or

c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Notification of co-seated courses may be made by emailing <u>dualcredit@midland.edu</u>, with "Notification of Co-seated Course" in the subject line.

E: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency. College faculty are hired and assigned courses consistent with the Midland College Employee Handbook and the Midland College Faculty Handbook.

F: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

College content experts will work with Partner content experts to crosswalk the course learning outcomes and to ensure the College course learning outcomes meet or exceed the corresponding crosswalked course learning outcomes mandated by Partner accrediting entities.

The College will select all textbooks and instructional materials required for Program course offerings. College course syllabi and textbooks must be used in Program courses with grades regularly recorded in the College's learning management system, Canvas.

G: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 2.

H: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

I: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADMISSION & ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

J: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

K: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

L: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All

persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

M: FUNDING & PROGRAM COSTS

Program courses are provided to eligible students at no cost to the student.

Program Tuition:

The Financial Aid for Swift Transfer (FAST) Program provides the College funding to cover tuition costs for eligible students. Eligible students are considered eligible if they have been "educationally disadvantaged" at any time during the four previous school years. Students are considered educationally disadvantaged if they qualify for participation in the National School Lunch Program.

The College covers tuition costs for non-FAST qualified transfer dual credit students.

Course Materials:

The College is moving to Open Educational Resources (OER) for courses in the Core Curriculum. The move to OER greatly reduces or eliminates the cost of course materials for these courses.

Where possible, the College is also moving to OER for Career and Technical Education (CTE) courses. The College works with Partner high schools with CTE enrollment to cover the cost of CTE course materials.

Partner Funding & Cost Coverage:

MISD will provide textbooks for use in Core (academic) dual credit classes when courses are taught by MISD faculty (Embedded College Faculty). This will be funded by IMTA funds and/or supplemented as needed through local budget funds.

Transportation for career and technical education dual credit courses offered off of MISD campuses shall be provided by MISD and funded by local funds.

MISD pays the College tuition for CTE students not qualified for FAST.

N: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

O: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact <u>dualcredite midlanded</u> to schedule a meeting with the College marketing team.

P: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

Q: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

R: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

S: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

T: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER |
|---|---|
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: Office of the President | |
| With a copy to: | With a copy to: |
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: AVP of Partnerships U: AUTHORITY | |
| | the College and Partner warrant they have authority to terms. |
| President, Midland College | PARTNER MeMawelloward Superintendent, Midland ISD |
| 05 dept 2025 | 9.4.25 Date |



EXHIBIT 1:

APPPROVED COURSES, CROSSWALKS, & PATHWAYS

Students may enroll in courses aligned to one of following academic pathways:

- 1. Core Complete: Students may take courses included in the Core Curriculum at Midland College with the goal of becoming Core Complete. These courses fulfill general education requirements and, as a completed block, transferable to Texas public colleges and universities.
- Career and Technical Education (CTE) Certificates: Students may take courses that apply toward the completion of approved CTE certificate programs designated for dual credit. These certificates are designed to provide students with industry-specific skills and credentials.
- 3. Associate Degree Pathways: Students who have become Core Complete may take additional courses toward the completion of an Associate of Arts or Associate of Science in General Studies, pending approval from both the college and the high school.

All dual credit course selections must be approved to ensure alignment with the student's graduation plan, academic readiness, and program availability.

CORE COMPLETE PATHWAY OPTIONS

(High School Partners may have designated specific course selections within each of these categories. Please see your high school counselor for additional guidance. Some options are offered exclusively on Midland College Main Campus. Please consult your Dual Credit Service Center Advisor for options most suitable to your situation.)

010 – ENGLISH REQUIREMENT (6 HOURS) – COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|----------------------------|-------|--------------------|---------|
| ENGL 1301 – Composition I | 3 | English III | .5 |
| FNGL 1302 – Composition II | 3 | English III | .5 |

020 - MATHEMATICS REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | | High School Course | Gredits |
|-----------------------------|---|--------------------|---------|
| MATH 1314 – College Algebra | 3 | Pre-Calculus | .5 |
| MATH 1316 – Trigonometry | 3 | | |
| MATH 1342 – Statistics | 3 | | |
| MATH 2412 - Pre-Calculus | 4 | Pre-Calculus | .5 |
| MATH 2413 – Calculus I | 4 | Calculus | .5 |

030 - LIFE AND PHYSICAL SCIENCES REQUIREMENT (8 HOURS) - COMPLETE TWO

| College Course | Hours | High School Course | Credits |
|--|-------|------------------------------|---------|
| BIOL 1406 – Biology for Science Majors I | 4 | Biology A or B | .5 |
| BIOL 1407 – Biology for Science Majors II | 4 | Scientific Research & Design | .5 |
| BIOL 1408 – Biology for Non-Science Majors I | 4 | Biology A or B | .5 |
| BIOL 1409 – Biology for Non-Science Majors II | 4 | Scientific Research & Design | .5 |
| BIOL 2401 – Anatomy and Physiology | 4 | Anatomy & Physiology | .5 |
| BIOL 2402 – Anatomy and Physiology | 4 | Scientific Research & Design | .5 |

040 - LANGUAGE, PHILOSOPHY, AND CULTURE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|----------------------------------|-------|--------------------|---------|
| ENGL 2322 – British Literature I | 3 | English IV | .5 |

050 - CREATIVE ARTS REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|-------------------------|---------|
| ARTS 1301 – Art Appreciation | 3 | Art I, Art Appreciation | 1 |
| MUSI 1306 - Music Appreciation | 3 | | |

060 - U.S. HISTORY REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|--------------------------------------|-------|--------------------|---------|
| HIST 1301 – United States History I | 3 | U.S. History | .5 |
| HIST 1302 – United States History II | 3 | U.S. History | .5 |

070 - GOVERNMENT/POLITICAL SCIENCE REQUIREMENT (6 HOURS) - COMPLETE BOTH

| 070 - GOVERNMENT/ POLITICAL SOLI | Hours | High School Course | Credits |
|----------------------------------|-------|---------------------------------|---------|
| GOVT 2305 – Federal Government | 3 | United States Government | .5 |
| GOVT 2306 – Texas Government | 3 | Social Studies Advanced Studies | .5 |

080 - SOCIAL/BEHAVIORAL SCIENCE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| ECON 2301 – Principles of | 3 | Economics | .5 |
| Macroeconomics | | 5 | |
| PSYC 2301 – General Psychology | 3 | | |
| SOCI 1301 - Introduction to | 3 | | |
| Sociology | | | |

090 - COMPONENT AREA REQUIREMENTS (4 HOURS) - COMPLETE 4 HOURS

| College Course | Hours | High School Course | Credits |
|---|-------|----------------------------------|---------|
| EDUC 1100 - Learning Framework | 1 | College Readiness & Study Skills | .5 |
| KINE 1164 – Introduction to Physical Fitness and Wellness | 1 | | |
| SPCH 1315 – Public Speaking | 3 | Professional Communication | .5 |

AUTOMOTIVE - ENTRY LEVEL - LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION

Taught @ Midland College Advanced Technology Center

SOPHOMORE YEAR, FALL OR SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|------------|------------------------------|-----|----------------------------|
| OSHT 1301 | Intro To Occupational Safety | 3 | Occupational Safety and |
| 05111 1301 | , | | Environmental Technology I |

JUNIOR YEAR, FALL SEMESTER

| | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|----------------------------|-----|------------------------------|
| AUMT 1305 | Introduction to Automotive | 3 | Automotive Technology I: |
| | Technology | | Maintenance and Light Repair |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|------------------------------|
| MCHN 1320 | Precision Tools & | 3 | Automotive Technology 1: |
| | Measurement | | Maintenance and Light Repair |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------|-----|---------------------------|
| | Automotive Engine | 3 | Automotive Technology II: |
| | Performance Analysis I | | Automotive Service |

SENIOR YEAR, WINTER FLEX

| SENIOR TEAR, | MAIMIEK LETY | The state of the state of | |
|------------------|-------------------------|---------------------------|---------------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| AUMT 1316 | Automotive Suspension & | 3 | Automotive Technology II: |
| | Steering | | Automotive Service |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|---|--------------------------|-----|---------------------------|
| AUMT 1310 | Automotive Brake Systems | 3 | Automotive Technology II: |
| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | , | | Automotive Service |

AUTOMOTIVE PAINT & BODY – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION

Taught @ Midland College Advanced Technology Center

SOPHOMORE YEAR, FALL OR SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------------|-----|----------------------------|
| | Intro To Occupational Safety | 3 | Occupational Safety and |
| | | | Environmental Technology I |

HINIOR YEAR, FALL SEMESTER

| COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|----------------------------|-----|------------------------------|
| Introduction to Automotive | 3 | Automotive Technology I: |
| Technology | | Maintenance and Light Repair |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|------------------------------|
| MCHN 1320 | Precision Tools & | 3 | Automotive Technology I: |
| | Measurement | | Maintenance and Light Repair |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|-----------------------|
| ABDR 1431 | Basic Refinishing | 4 | Paint and Refinishing |

SENIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------|-----|-----------------------|
| ABDR 1458 | Intermediate Refinishing | 4 | Paint and Refinishing |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|----------------------|-----|-----------------------|
| ABDR 2449 | Advanced Refinishing | 4 | Paint and Refinishing |

BUSINESS – ENTRY LEVEL – LEVEL 1 CERTIFICATE CAREER & TECHNICAL EDUCATION

Taught @ MISD Campus and Midland College Main Campus

SOPHOMORE YEAR, SPRING SEMESTER

| 2014IONE | I CAN, OF MING DENIESTER | | |
|-----------|--------------------------|-----|------------------------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| ITSC 1309 | Integrated Software | 3 | Business Information Management II |
| | Applications I | | |

ILINIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------|-----|--|
| BUSI 1301 | Business Principles | 3 | Principles of Business, Marketing, and Finance |
| BMGT 1327 | Principles of Management | 3 | Principles of Business, Marketing, and Finance |

JUNIOR YEAR, SPRING SEMESTER

| JOIAIOK LEWY | 21 MIAO 2FIAIFD LEIT | | |
|--------------|---------------------------|-----|---------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| BUSG 1315 | Small Business Operations | 3 | Business Management |
| SPCH 1321 | Business and Professional | 3 | Business Management |
| | Communication | | |

SENIOR YEAR, FALL SEMESTER

| CINION I EMIS | LWEE DEMANDS I FUE | | |
|---------------|--------------------|-----|----------------------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| BUSG 1304 | Financial Literacy | 3 | Statistics and Business Decision |
| 5030 150 . | , | | Making |

COMPUTER AIDED DESIGN (CAD) – ENTRY LEVEL – LEVEL 1 CERTIFICATE

CAREER & TECHNICAL EDUCATION Taught @ Midland College Main Campus

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------------------|-----|--------------------------------------|
| DFTG 1305 | Technical Drafting | 3 | Engineering Design & Problem Solving |
| DFTG 1325 | Blueprint Reading & Sketching | 3 | Engineering Design & Problem Solving |

IUNIOR YEAR, SPRING SEMESTER

| 0.000 | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-------|-----------------------------|-----|---------------------------|
| | Intermediate Computer Aided | 3 | Manufacturing Engineering |
| | Drafting | | Technology ! |

SENIOR YEAR, FALL SEMESTER

| SEMION LEWY | I WEE SEIGHES LELV | | |
|-------------|-----------------------|-----|--------------------------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| DFTG 2340 | Solid Modeling/Design | 3 | Engineering Design & Presentation II |
| MCHN 1320 | Precision Tools & | 3 | Engineering Design & Presentation II |
| | Measurement | | |

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| MC COURSE COURSE TITLE | SCH | HIGH SCHOOL COURSE | | |
| IVE SOCIET | THE RESERVE OF THE PARTY OF THE | | F. Januarian Design & Drocontation II | |
| DETG 2306 | Machine Design | 3 | Engineering Design & Presentation II | |

CYBERSECURITY - ENTRY LEVEL - LEVEL 1 CERTIFICATE CAREER & TECHNICAL EDUCATION

Taught @ Midland College Main Campus

JUNIOR YEAR, FALL SEMESTER

| The second second | |
|-------------------|--------------------------------------|
| SCH | HIGH SCHOOL COURSE |
| 3 | Principles of Information Technology |
| 3 | Principles of Information Technology |
| o Computers | o Computers 3 |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--|-----|--------------------|
| TNW 1325 | Fundamentals of Networking Technologies | 3 | Networking |
| ITSY 1300 | Fundamentals of Information Security | 3 | Networking |

SENIOR YEAR, FALL SEMESTER

| | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------------|-----|----------------------|
| CPMT 1345 | Computer Systems Maintenance | 3 | Computer Maintenance |
| ITNW 2312 | Routers | 3 | Computer Maintenance |

| SENIUR TEAR, | SEKING SEINITSTEM | _ | |
|--------------|---------------------------|-----|------------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| ITNW 1358 | Network+ | 3 | Cybersecurity Capstone |
| ITNW 1308 | Implementing & Supporting | 3 | Cybersecurity Capstone |
| | Client Operating Systems | | |

DIESEL TECHNICIAN - ENTRY LEVEL - LEVEL I CERTIFICATE **CAREER & TECHNICAL EDUCATION**

Taught @ Midland College Cogdell Learning Center

SOPHOMORE YEAR, FALL OR SPRING SEMESTER

| 2014 CIMOKE | EAR, FALL ON SI MING SERVICE | | | |
|-------------|------------------------------|-----|----------------------------|--|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
| OSHT 1301 | Intro To Occupational Safety | 3 | Occupational Safety and | |
| 03/11 1301 | intag is oscapania. | | Environmental Technology I | |

JUNIOR YEAR. FALL SEMESTER

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| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
| | Preventative Maintenance | 3 | Diesel Equipment Technology I | |
| DEIALLI TOTO | 1101011101110 | | <u> </u> | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|-------------------------------|
| MCHN 1320 | Precision Tools & | 3 | Diesel Equipment Technology I |
| | Measurement | | |

CENIOD VEAD FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------|-----|--------------------------------|
| DEMR 1310 | Diesel Engines Testing & | 3 | Diesel Equipment Technology II |
| | Repair I | | |

| SENIOR YEAR, | MINIEK LTEX | | |
|--------------|--------------------------|-----|--------------------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| DEMR 2312 | Diesel Engines Testing & | 3 | Diesel Equipment Technology II |
| | Repair II | | |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------|-----|--------------------------------|
| | Basic Electrical Systems | 3 | Diesel Equipment Technology II |

EDUCATION – ENTRY LEVEL CAREER & TECHNICAL EDUCATION Taught @ MISD Campus

JUNIOR YEAR, FALL SEMESTER

| OHION ILAN, | Wet Adulto in. | - CONTRACTOR | All controls in the control of the c |
|-------------|------------------------------|--------------|--|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| EDUC 1301 | Introduction to the Teaching | 3 | |
| | Profession | | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------------|-----|--------------------|
| EDUC 2301 | Introduction to Special | 3 | |
| | Populations | | |

SENIOR YEAR, FALL SEMESTER

| Scialor (Exit) (1722 Carried C | | | |
|--|-----------------------------|-----|--------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| TECA 1318 | Wellness of the Young Child | 3 | |

| MC COURSE | A CONTRACTOR OF THE PARTY OF TH | SCH | HIGH SCHOOL COURSE |
|-----------|--|-----|--------------------|
| TECA 1311 | Educating Young Children | 3 | |

ENERGY TECHNICIAN - ENTRY LEVEL - LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION

Taught @ Midland College Advanced Technology Center

SOPHOMORE YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|------------|------------------------------|-----|----------------------------|
| OSHT 1301 | Intro To Occupational Safety | 3 | Occupational Safety & |
| 05/11 1501 | | | Environmental Technology I |

SOPHOMORE YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--|-----------------------------|-----|---|
| AND REAL PROPERTY AND REAL PRO | Intro to Petroleum Industry | 3 | Occupational Safety & Environmental Technology I |

ILINIOR YEAR, FALL SEMESTER

| JONION TEAN, THE CENTER OF | | | |
|----------------------------|-------------------------------|-----|------------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| ENER 1330 | Basic Mech. Skills for Energy | 3 | Oil & Gas Production I |
| EINFIX TOO | Busic Media Build | | |

HINIOR YEAR SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|-------------------------|
| MCHN 1320 | Precision Tools & | 3 | Oil & Gas Production II |
| | Measurement | | |

SENIOR YEAR FALL SEMESTER

| SENIOR TEAR, PALE SERIESTER | | | | |
|-----------------------------|-------------------|-----|--------------------------|--|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
| ELMT 1305 | Basic Fluid Power | 3 | Oil & Gas Production III | |
| ELIMIT TOOS | Dasic Haid Love: | | | |

SENIOR YEAR, WINTER FLEX

| SEIGION TENN, ANIMIEN LECK | | | |
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| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| INMT 2303 | Pumps, Compressors, & | 3 | Oil & Gas Production III |
| | Mechanical Drives | | |

| SEITION TEAM, ST MITO SEITIESTE | | | |
|---------------------------------|-----------------------|-----|-------------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| | | | Oil & Gas Production IV |
| INMT 1317 | Industrial Automation | 3 | Oll & Gas Production iv |

FIREFIGHTER — ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION Taught @ Midland College Harris Field

JUNIOR YEAR, FALL SEMESTER

| WEP SPIRITS I FIL | THE RESERVE OF THE PARTY OF THE | |
|---|--|--|
| COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| | 3 | Disaster Response |
| Table Committee | 4 | Firefighter I |
| | 3 | Firefighter I |
| | | Firefighter Certification I 3 Firefighter Certification II 4 |

JUNIOR YEAR, SPRING SEMESTER

| MION TEAN, ST KING SERVES . I. | | | |
|--------------------------------|-------------------------------|-----|--------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| FIRS 1319 | Firefighter Certification VI | 3 | Disaster Response |
| FIRS 1323 | Firefighter Certification V | 3 | Disaster Response |
| FIRS 1329 | Firefighter Certification VI | 3 | Firefighter I |
| FIRS 1433 | Firefighter Certification VII | 4 | Firefighter I |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|---------------|-----|--------------------|
| EMSP 1501 | EMT Basic | 5 | Firefighter II |
| EMSP 1160 | EMT Clinicals | 1 | Firefighter II |

| SENIOR TEAR, ST KING SENIOR | | | The second secon |
|-----------------------------|------------------------|-----|--|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| EMSP 1370 | EMT Certification Prep | 3 | Firefighter II |
| FIAIDI TOVO | | | , I have been been a second and the |

HVAC TECHNICIAN – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION Taught @ Midland College Main Campus

JUNIOR YEAR, FALL SEMESTER

| JOHOK ILAN, I ALE SEIVIES I EN | | | |
|--------------------------------|--------------------------|--------|----------------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| HART 1407 | Refrigeration Principles | 4 | Principles of Construction |
| HART TACK | Menigeration | 10.000 | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|----------------------------|-----|--|
| HART 1401 | Basic Electricity for HVAC | 4 | Heating, Ventilation, and Air Conditioning (HVAC) & Refrigeration Technology I |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------|-----|---|
| HART 1345 | Gas and Electric Heating | 3 | Heating, Ventilation, and Air Conditioning (HVAC) & Refrigeration Technology II |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------|-----|---|
| HART 2449 | Heat Pumps | 4 | Heating, Ventilation, and Air Conditioning (HVAC) and Refrigeration Technology II |

LAW ENFORCEMENT – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION Taught @ Midland College Main Campus

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--|-----|--|
| SPCH 1321 | Business & Professional Communications | 3 | Principles of Law, Public Safety, Corrections, and Security |
| CRIJ 1301 | Introduction to Criminal Justice | 3 | Principles of Law, Public Safety, Corrections, and Security |

JUNIOR YEAR, SPRING SEMESTER

| ME COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|---------------------------|-----|--------------------|
| CRIJ 1306 | Court Systems & Practices | 3 | Law Enforcement I |
| SOCI 1301 | Introduction to Sociology | 3 | Law Enforcement I |

SENIOR YEAR. FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------|-----|--------------------|
| CRIJ 1307 | Crime in America | 3 | Law Enforcement II |
| CRIJ 1310 | Fundamentals of Criminal | 3 | Law Enforcement II |
| | Law | | |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|----------------------------------|-----|-----------------------|
| CRIJ 2313 | Correctional Systems & Practices | 3 | Correctional Services |
| CRIJ 2328 | Police Systems & Practices | 3 | Correctional Services |

PATIENT CARE TECH – INDUSTRY-BASED CREDENTIAL CAREER & TECHNICAL EDUCATION

Taught @ MISD Campus & Midland College Advanced Technology Center

FRESHMAN YEAR. SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------------------|-----|------------------------------|
| HPRS 1202 | Wellness and Health | 2 | Principles of Health Science |
| | Promotion | | |
| HPRS 1101 | Introduction to Health Professions | 1 | Principles of Health Science |

SOPHOMORE YEAR, FALL SEMESTER

| JOI HOWE TEAM, THE SELECTION OF THE SELE | | | |
|--|-----------|-----|---------------------|
| MC COURSE COUR | RSE TITLE | SCH | HIGH SCHOOL COURSE |
| NURA 1307 Body | | 3 | Medical Terminology |
| 14011/ 1201 2001 | 0,000,00 | | |

SOPHOMORE YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|----------------------|-----|---------------------|
| HPRS 1206 | Medical Terminology | 2 | Medical Terminology |
| MDCA 1210 | Medical Assistant | 2 | Medical Terminology |
| | interpersonal & | | |
| | Communication Skills | | |

JUNIOR YEAR, FALL SEMESTER

| UNION ILAN, | I WEE STIAIFS I FIL | | The same of the sa |
|-------------|--------------------------------|-----|--|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| HPRS 1204 | Basic Health Profession Skills | 2 | Health Science Theory & Clinical |
| MDCA 1302 | Human | 3 | Health Science Theory & Clinical |
| | Disease/Pathophysiology | | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|------------------------------|----------------------------|----------------------------------|----------------------------------|
| NURA 1301 | Nurse Aide for Health Care | 3 | Health Science Theory & Clinical |
| NURA 1160 Clinical – Nursing | 1 | Health Science Theory & Clinical | |
| | Assistant/Aide | | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|-----------------------|-----|-----------------------------|
| | Phlebotomy | 3 | Practicum in Health Science |
| | Clinical - Phlebotomy | 1 | Practicum in Health Science |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--|-----|-----------------------------|
| ECRD 1391 | Special Topics: Electrocardiograph Technology/Technician | 3 | Practicum in Health Science |
| NUPC 1320 | Patient Care Technician | 3 | Practicum in Health Science |
| NUPC 1160 | Clinical - Patient Care Technician | 1 | Practicum in Health Science |

PHARMACY TECH – INDUSTRY-BASED CREDENTIAL CAREER & TECHNICAL EDUCATION

Taught @ MISD Campus & Midland College Advanced Technology Center

FRESHMAN YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------------------|-----|------------------------------|
| HPRS 1202 | Wellness and Health | 2 | Principles of Health Science |
| | Promotion | | |
| HPRS 1101 | Introduction to Health Professions | 1 | Principles of Health Science |

SOPHOMORE YEAR, FALL SEMESTER

| 3011101110111 | | | |
|---------------|--------------|-----|---------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| | Body Systems | 3 | Medical Terminology |
| 14010 4201 | 500,0,0,00 | | |

SOPHOMORE YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--|----------------------|-----|---------------------|
| HPRS 1206 | Medical Terminology | 2 | Medical Terminology |
| MDCA 1210 Medical Assistant Interpersonal & | | 2 | Medical Terminology |
| | Interpersonal & | × . | |
| | Communication Skills | | |

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|--------------------------------|-----|--------------------|
| HPRS 1204 | Basic Health Profession Skills | 2 | Pathophysiology |
| MDCA 1302 | Human | 3 | Pathophysiology |
| | Disease/Pathophysiology | | |

ILINIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------------------------|-----|--------------------|
| HPRS 2300 | Pharmacology for Health Professions | 3 | Pharmacology |
| PHRA 1304 | Pharmacotherapy and Disease Process | 3 | Pharmacology |

SENIOR YEAR, FALL SEMESTER

| SENIOR TEAR, FALE SEWIESTER | | | | |
|-----------------------------|------------------------------|-----|-----------------------------|--|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE | |
| PHRA 1209 | Pharmaceutical Mathematics I | 2 | Practicum in Health Science | |
| | Introduction to Pharmacy | 3 | Practicum in Health Science | |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-------------------------------------|--|-----|-----------------------------|
| And the second second second second | Pharmacy Technician Certification Review | 1 | Practicum in Health Science |
| PHRA 1160 | Clinical – Pharmacy Technician | 1 | Practicum in Health Science |
| | Pharmaceutical Mathematics II | | Practicum in Health Science |

WELDER - ENTRY LEVEL - LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION

Taught @ Midland College Main Campus, MC ATC and MISD Campus

JUNIOR YEAR, FALL SEMESTER

| JOINTON TEXAS | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|---------------|--|-----|--------------------|
| MC COURSE | Under the Part of the Control of the | | |
| WLDG 1421 | Welding Fundamentals | 4 | Welding I |

IUNIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--|------------------------------|-----|--------------------|
| The Asia Continue of the Conti | Intro To Occupational Safety | 3 | Welding I |
| | & Health Technology | | |

JUNIOR YEAR, SPRING SEMESTER

| COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-------------------|-----|--------------------|
| Precision Tools & | 3 | Welding I |
| Measurement | | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-----------------------------|-----|--------------------|
| WLDG 1428 | Intro to Shielded Metal Arc | 4 | Welding II |
| | Welding (SMAW) | | |

SENIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|---------------------------|-----|--------------------|
| | Intro to Gas Tungsten Arc | 3 | Welding II |
| | Welding (GTAW) | | |

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------|-----|--------------------|
| WLDG 1430 | Intro to Gas Metal Arc | 4 | Welding II |
| | Welding (GMAW) | | |



EXHIBIT 1:

ADMISSION & ADVISING TIMELINE

| IANUARY ACTIVITIES | |
|---|---|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | By the 15th: Send out Course Request Form for students. Send out Application/Advising Day sign-up form. By the end of the Month: Collaborate with Partner schools on the courses/programs offered for the next academic year. |
| FEBRUARY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: Identify students interested in dual credit for the upcoming academic year. Enter student and course information into the SmartSheet provided by the Dual Credit Service Center. Sign up for an Application/Advising Day event. | By the end of the Month: Coordinate with Deans & Department Chairs on the courses/programs offered for the next academic year. Revise/update the Memorandum of Understanding. |
| MARCH ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| Coordinate with the Dual Credit Service Center on hosting an Application/Advising Day event. | Application/Advising Day event. By the 15 th : |
| Update student/course SmartSheet as change occur. | s Send finalized Memorandum of Understanding for the upcoming academic year. |
| Assist students missing requirements for admission/registration. | Ongoing Activities: Process incoming admission requirements and track registration readiness. |

| APRIL ACTIVITIES | |
|--|---|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| ARTITURE ACTIVITIES | Registration for Fall Opens! |
| by the cha or the month | Ongoing Activities: |
| Juditille Itital Sead Strip of action | Process incoming admission applications, |
| SmartSheet. | requirements, and track registration readiness. |
| | requirements, and states |
| | Register students not dependent upon high |
| | school rosters. |
| | 90 OH |
| | |
| | |
| | |
| MAY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the 15 th : | By the end of the Month: |
| Ald Stadelits III III and III | Schedule Student Orientation Days with |
| admission/registration requirements. | Partners for late summer. |
| By the end of the Month: | Ongoing Activities: |
| Return signed MOU for the next academic year | Process incoming admission requirements and |
| to the College. | track registration readiness. |
| to the somege. | |
| Submit test scores for any student who may | Audit new student files. |
| need to demonstrate TSI | |
| completion/exemption. | Register students not dependent upon high |
| 35.50.00 | school rosters. |
| | |
| | 1 |
| 42 | |
| JUNE ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | Ongoing Activities: |
| Identify any new embedded instructors or Dua | Audit new student files. |
| Credit Completion Coaches for the next | |
| academic year. | Register students not dependent upon high |
| | school rosters. |
| | |
| | |
| | |
| | |
| | |

| ULY ACTIVITIES | | |
|---|---|--|
| ARTNER ACTIVITIES | | |
| by the end of the Month: | By the end of the Month: | |
| submit any changes to student/class lists due | Ensure processing of new embedded faculty & | |
| o extenuating circumstances. | completion coach applications for the | |
| | upcoming academic year. | |
| Coordinate with the College on hosting Studen | t | |
| Orientation in Late July/Early August. | Collaborate/coordinate with Deans & Department Chairs to ensure all needed Fall | |
| | classes are created and ready for Fall | |
| | | |
| | registration. | |
| | Host Student Orientation on Partner's campus | |
| | late July/early August. | |
| | late July/early August. | |
| | Host dual credit professional development for | |
| | Partner administration/staff (including coache | |
| | & embedded faculty) on main campus and at | |
| | the WRTTC. | |
| | | |
| | The Witte | |
| | The William | |
| | The William | |
| | | |
| AUGUST ACTIVITIES | | |
| AUGUST ACTIVITIES | COLLEGE ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | |
| PARTNER ACTIVITIES Weekly: | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College | |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College | |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a | COLLEGE ACTIVITIES Weekly: | |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: | |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for | |
| Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for | |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for | |
| Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for Partner administration/staff (including coache embedded faculty) on main campus. | |
| Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for Partner administration/staff (including coache embedded faculty) on main campus. | |
| Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for Partner administration/staff (including coache embedded faculty) on main campus. | |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: Attend dual credit professional | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for Partner administration/staff (including coache embedded faculty) on main campus. Send signup forms for Fall Recruiting/Advising Events. | |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: Attend dual credit professional development. At least one representative fro | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for Partner administration/staff (including coache embedded faculty) on main campus. Send signup forms for Fall Recruiting/Advising Events. mail As Soon As Possible: | |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: Attend dual credit professional development. At least one representative fro each Partner school must attend a professional | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for Partner administration/staff (including coache & embedded faculty) on main campus. Send signup forms for Fall Recruiting/Advising Events. | |
| PARTNER ACTIVITIES Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: Attend dual credit professional development. At least one representative fro | COLLEGE ACTIVITIES Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for Partner administration/staff (including coache embedded faculty) on main campus. Send signup forms for Fall Recruiting/Advising Events. mail As Soon As Possible: | |

| SEPTEMBER ACTIVITIES | |
|--|---|
| ANTIVER ACTIVITIES | COLLEGE ACTIVITIES |
| Provide constructive feedback to the College on the Fall Admission/Advising cycle (January through August). | By the end of the Month: Year in Review: reflect on the Fall Admission/Advising Cycle. Identify process revisions. Develop Strategic Plan for the next academic year. |
| OCTOBER, NOVEMBER, & DECEMBER ACTIVITION PARTNER ACTIVITIES By end of the first week in October: Finalize lists of which classes students will take in the Spring. | COLLEGE ACTIVITIES By the end of October: |
| Finalize Admission requirements for new students starting the Spring. | Program planning for next academic year with CTE Cooperative. |
| By end of October: Submit test scores to the Dual Credit Service Center. | Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : |
| By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. | Collaborate with Deans & Department Chairs t ensure all needed classes for Spring are create and ready for registration. |
| Host Dual Credit Recruiting Event at Partner campus. | By end of December: Run Drop/Fail/Withdraw report. |
| By December 15 th : Submit test scores to the Dual Credit Service | |



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program
Academic Year 2025/2026

<u>PURPOSE</u>

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and ResponsiveEd Texas d/b/a Premier High School - Midland (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

<u>Non-Degree Seeking</u>: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.
 A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing <u>dualcredit@midland.edu</u>, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is

within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

The Partner covers the cost of CTE course materials.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@midland.edu to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is

shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER | |
|-------------------------------|-----------------|---|
| Midland College | | _ |
| 3600 N. Garfield | | |
| Midland, TX 79705 | | |
| Attn: Office of the President | | |
| With a copy to: | With a copy to: | |
| Midland College . | | |
| 3600 N. Garfield | | |
| Midland, TX 79705 | | _ |
| Attn: AVP of Partnerships | | |

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

| COLLEGE | PARTNER DocuSigned by: |
|----------------------------|--|
| Daman (| Robert Davison |
| President, Midland College | Robert Davison, COO |
| Tresjuent, imalana concept | ResponsiveEd Texas |
| 02 Supt 2025 Date | 8/28/2025 Date |
| | CAO, ResponsiveEd Texas Dr. Christian Cutter |
| 45 | 8/28/2025 Date |
| | Jared Olivarez |
| | CCMR Director, ResponsiveEd Texas |
| | 8/28/2025 |
| (32.7) | Date |
| | Lindsey Gordon |
| | Approved as to Form Lindsey Gordon, General Counsel ResponsiveEd Texas |
| | 8/28/2025 |
| | Date |



APPENDIX A:

APPPROVED COURSES, CROSSWALKS, & PATHWAYS

Students may enroll in courses aligned to one of following academic pathways:

- Core Complete: Students may take courses included in the Core Curriculum at Midland College with the goal of becoming Core Complete. These courses fulfill general education requirements and, as a completed block, transferable to Texas public colleges and universities.
- Career and Technical Education (CTE) Certificates: Students may take courses that apply toward the completion of approved CTE certificate programs designated for dual credit. These certificates are designed to provide students with industry-specific skills and credentials.
- 3. Associate Degree Pathways: Students who have become Core Complete may take additional courses toward the completion of an Associate of Arts or Associate of Science in General Studies, pending approval from both the college and the high school.

All dual credit course selections must be approved to ensure alignment with the student's graduation plan, academic readiness, and program availability.

CORE COMPLETE PATHWAY OPTIONS

(High School Partners may have designed specific course selections within each of these categories. Please see your high school counselor for additional guidance. Some options are offered exclusive on Main Campus. Please consult your Dual Credit Service Center Advisor for options most suitable to your situation.)

010 - ENGLISH REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|----------------------------|-------|--------------------|---------|
| ENGL 1301 - Composition I | 3 | | |
| ENGL 1302 – Composition II | 3 | | |

020 - MATHEMATICS REQUIREMENT (3 HOURS) - COMPLETE ONE

| Callage Course | Hours | High School Course | Credits |
|-----------------------------|--------|--------------------|---------|
| College Course | Tibula | Till British State | |
| MATH 1314 – College Algebra | 3 | | |
| MATH 1316 - Trigonometry | 3 | | |
| MATH 1342 – Statistics | 3 | | |
| MATH 2412 – Pre-Calculus | 4 | | |
| MATH 2413 – Calculus I | 4 | | |

030 - LIFE AND PHYSICAL SCIENCES REQUIREMENT (8 HOURS) - COMPLETE TWO

| College Course | Hours | High School Course | Credits |
|--|-------|--------------------|---------|
| BIOL 1406 – Biology for Science Majors I | 4 | ı | |
| BIOL 1407 – Biology for Science Majors II | 4 | | |
| BIOL 1408 – Biology for Non-Science Majors I | 4 | | |
| BIOL 1409 – Biology for Non-Science Majors II | 4 | | |
| BIOL 2401 – Anatomy and Physiology | 4 | | |
| BIOL 2402 – Anatomy and Physiology II | 4 | | |

040 - LANGUAGE, PHILOSOPHY, AND CULTURE REQUIREMENT (3 HOURS) - COMPLETE ONE

| 0-10 10-11-11-11-11-11-11-11-11-11-11-11-11-1 | | | |
|---|-------|--------------------|---------|
| College Course | Hours | High School Course | Credits |
| ENGL 2322 – British Literature 1 | 3 | | |

050 - CREATIVE ARTS REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | | High School Course | Credits |
|--------------------------------|---|--------------------|---------|
| ARTS 1301 - Art Appreciation | 3 | | |
| MUSI 1306 – Music Appreciation | 3 | | |

060 - U.S. HISTORY REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|--------------------------------------|-------|--------------------|---------|
| HIST 1301 – United States History I | 3 | | |
| HIST 1302 - United States History II | 3 | | |

070 - GOVERNMENT/POLITICAL SCIENCE REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | | High School Course | Credits |
|--------------------------------|---|--------------------|---------|
| GOVT 2305 – Federal Government | 3 | | |
| GOVT 2306 – Texas Government | 3 | | |

080 - SOCIAL/BEHAVIORAL SCIENCE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| ECON 2301 – Principles of | 3 | | |
| Macroeconomics | | | |
| PSYC 2301 - General Psychology | 3 | | |
| SOCI 1301 – Introduction to | 3 | - | |
| Sociology | | | |

090 - COMPONENT AREA REQUIREMENTS (4 HOURS) - COMPLETE 4 HOURS

| College Course | Hours | High School Course | Credits |
|--------------------------------------|-------|--------------------|---------|
| EDUC 1100 – Learning Framework | 1 | | |
| KINE 1164 – Introduction to Physical | 1 | | 1 |
| Fitness and Wellness | | | |
| SPCH 1315 – Public Speaking | 3 | | |



APPENDIX B:

COLLEGE FACULTY & INSTRUCTION

SECTION 1: COLLEGE FACULTY & INSTRUCTION

Faculty are hired, assigned courses, supervised, and evaluated by Division Deans in accordance with accreditation standards, administrative regulations, and board policies.

Applicable expectations of College faculty are contained in the Employee Handbook and the Faculty Handbook. In addition to the expectations outlined in the Employee and Faculty Handbooks, Program faculty are expected to:

- 1. Regularly record course grades in the College learning management system, Canvas.
- 2. Ensure the course average in Canvas is displayed as a percentage on a 0-100% scale.
- 3. Regularly use the College email system to communicate with students, College personnel, and receive relevant updates from the College.
- 4. If applicable, communicate regularly with Dual Credit Completion Coach(es) assigned to support asynchronous online courses.
- 5. Respond timely to all inquiries and requests made by College personnel (roster verifications, census rosters, grade reporting, etc.)

SECTION 2: MINIMUM CLASS SIZE

The minimum class size for dual credit courses is fourteen students. Faculty compensation for courses with enrollment below fourteen students is prorated accordingly.

To prevent low enrollment sections, the College will attempt to compress, consolidate, and stack sessions. The College may cancel sections that could not be compressed, consolidated, or stacked and do not meet the minimum enrollment threshold.

SECTION 3: EMBEDDED FACULTY

Embedded faculty are College faculty members who are teaching dual credit courses as part of their assigned duties at a Partner high school.

Embedded faculty are responsible for following College and Partner policies while teaching Program courses. To ensure students are clear about College expectations and to ease a faculty member's ability to juggle meeting the requirements of both institutions, the College recommends against co-seating dual credit students with high school credit-only students.

Co-seating dual credit students with high school credit-only students is permitted by the College in certain cases. For additional information, please consult "SECTION 4: STUDENT COMPOSITION OF CLASS" in the Memorandum of Understanding.

Embedded faculty are compensated based upon the total number of dual credit students per College course (not College section or high school period).

SECTION 4: MIDLAND COLLEGE INSTRUCTION CONTACTS

Associate Vice President – Justin Bateman (jbateman@midland.edu / 432.685.6846)

Allied Health – Brandi Havner (bhavner@midland.edu / 432.685.6440)

Applied Technology – Pete Avalos (pavalos@midland.edu / 432.681.6344)

CE & Dual Credit Health Sciences – Wendy Collins (wwoodcollins@midland.edu / 432.681.6364

Fine Arts & Communications – Dr. William Feeler (bfeeler@midland.edu / 432.685.4626)

Math & Science – Dr. Maira Carrillo (mairac@midland.edu / 432.685.4615)

Nursing – Cindy Madewell (<u>cmadewell@midland.edu</u> / 432.686.4243)

Public Service – Pervis Evans (pevans@midland.edu / 432.685.6768)

Social and Behavioral Sciences & Business – Michael Makowsky (mmakowsky@midland.edu / 432.685.6828)



APPENDIX C: DUAL CREDIT COMPLETION COACHES

Many Partner high schools assign faculty or staff to support students enrolled in <u>online</u> <u>asynchronous</u> College courses. The manner in which support is provided can vary greatly from high school to high school. To create consistency as well as to extend the reach of College academic support, the College has reimagined our paid facilitator role.

Paid facilitators employed by the College are now known as Dual Credit Completion Coaches with corresponding responsibilities. The difference between Dual Credit Completion Coaches and facilitators are outlined below:

| Dual Credit Completion Coaches | High School Facilitators |
|---|---|
| Stipend from Midland College. | No stipend from Midland College. |
| Access to Midland College systems including | No access to Midland College systems. |
| Canvas. | |
| Training and support from Midland College. | Limited training and support from Midland |
| | College. |

Dual Credit Completion Coaches will be trained in the assorted services/supports offered by the College. Coaches will also have access to Canvas and can be added to courses to monitor student participation. The integration of additional College support personnel allows for a more nuanced intervention than might otherwise occur absent access to the course.

To inquire about approving/hiring High School Facilitators to be Dual Credit Completion Coaches, please contact Justin Bateman (ibateman@midland.edu / 432.685.6846)



EXHIBIT 1:

ADMISSION & ADVISING TIMELINE

| IANUARY ACTIVITIES | |
|--|--|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | By the 15 th : |
| Request additions/changes to course/program | Send out Course Request Form for students. |
| offerings for the next academic year. | |
| one may be the tree of the tre | Send out Application/Advising Day sign-up |
| | form. |
| | |
| | By the end of the Month: |
| | Collaborate with Partner schools on the |
| | courses/programs offered for the next |
| | academic year. |
| | |
| | |
| FEBRUARY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | By the end of the Month: |
| Identify students interested in dual credit for | Coordinate with Deans & Department Chairs on |
| the upcoming academic year. Enter student | the courses/programs offered for the next |
| and course information into the SmartSheet | academic year. |
| provided by the Dual Credit Service Center. | |
| | Revise/update the Memorandum of |
| Sign up for an Application/Advising Day event. | Understanding. |
| | |
| | |
| | |
| MARCH ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| Coordinate with the Dual Credit Service Cente | r Coordinate with Partner school on attending ar |
| on hosting an Application/Advising Day event. | Application/Advising Day event. |
| 1967.00 | |
| Ongoing Activities: | By the 15 th : |
| Update student/course SmartSheet as change | s Send finalized Memorandum of Understanding |
| occur. | for the upcoming academic year. |
| | |
| Assist students missing requirements for | Ongoing Activities: |
| admission/registration. | Process incoming admission requirements and |
| | track registration readiness. |
| | * |
| | |
| | |
| | |
| | |

| APRIL ACTIVITIES | |
|--|---|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | Registration for Fall Opens! |
| Submit final student/course lists in | Ongoing Activities: |
| SmartSheet | Process incoming admission applications, |
| Sillal Circci. | requirements, and track registration readiness. |
| ii. | N1 |
| | Register students not dependent upon high |
| | school rosters. |
| | |
| | |
| | |
| | |
| MAY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the 15th: | By the end of the Month: |
| Aid students in finalizing the submission of any | Schedule Student Orientation Days With |
| admission/registration requirements. | Partners for late summer. |
| | V (|
| By the end of the Month: | Ongoing Activities: |
| Return signed MOU for the next academic year | Process incoming admission requirements and |
| to the College. | track registration readiness. |
| Sel with the transport for any student who may | Audit new student files. |
| Submit test scores for any student who may need to demonstrate TSI | Addit new stadent mess |
| No. of the contract of the con | Register students not dependent upon high |
| completion/exemption. | school rosters. |
| | |
| | |
| | 1 |
| | 1 |
| JUNE ACTIVITIES | The same than the same of the |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | Ongoing Activities: |
| Identify any new embedded instructors or Dua | Audit new student files. |
| Credit Completion Coaches for the next | |
| academic year. | Register students not dependent upon high |
| | school rosters. |
| | |
| | |
| | |
| | |
| | |

| IULY ACTIVITIES | ger (Chilipit Prove of Land Pr |
|--|--|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: Submit any changes to student/class lists due | By the end of the Month: Ensure processing of new embedded faculty & |
| to extenuating circumstances. | completion coach applications for the upcoming academic year. |
| Coordinate with the College on hosting Student Orientation in Late July/Early August. | Collaborate/coordinate with Deans & Department Chairs to ensure all needed Fall classes are created and ready for Fall registration. Host Student Orientation on Partner's campus late July/early August. Host dual credit professional development for Partner administration/staff (including coaches & embedded faculty) on main campus and at the WRTTC. |
| AUGUST ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. | Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for |
| Work with the Dual Credit Service Center to resolve enrollment discrepancies. | Partner administration/staff (including coaches & embedded faculty) on main campus. |
| By the end of the Month: Attend dual credit professional development. At least one representative from | Send signup forms for Fall Recruiting/Advising Events. |
| each Partner school must attend a professional development session at the WRTTC in July or the Main Campus in August. | As Soon As Possible: Register remaining students base on high school rosters. |
| | · · · · · · · · · · · · · · · · · · · |

| SEPTEMBER ACTIVITIES | | |
|--|--|--|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | |
| By the 15 th : | By the end of the Month: | |
| Provide constructive feedback to the College | Year in Review: reflect on the Fall | |
| on the Fall Admission/Advising cycle (January | Admission/Advising Cycle. Identify process | |
| through August). | revisions. Develop Strategic Plan for the next | |
| | academic year. | |
| By the end of the Month: | | |
| identify new students who will start in the | | |
| Spring. | | |
| | | |
| Refer students to the Dual Credit Service | | |
| Center for Admission and assist student with | | |
| collecting admission requirements. | | |
| concerns daminosion requirements. | | |
| 3. | | |
| | | |
| | | |
| | , | |
| OCTOBER, NOVEMBER, & DECEMBER ACTIVITY | FC | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES | |
| | By the end of October: | |
| By end of the first week in October: Finalize lists of which classes students will take | | |
| 5 3535 234 3 | Complete Spring Registration. | |
| in the Spring. | Bu Thanksaising Brook: | |
| | By Thanksgiving Break: Program planning for next academic year with | |
| Finalize Admission requirements for new | 1 | |
| students starting the Spring. | CTE Cooperative. | |
| - 20 2 | The life of the li | |
| By end of October: | Participate in Dual Credit Recruiting Events at | |
| Submit test scores to the Dual Credit Service | Partner campuses. | |
| Center. | | |
| | By December 15 th : | |
| By Thanksgiving Break: | Collaborate with Deans & Department Chairs t | |
| For schools in CTE Cooperative, participate in | ensure all needed classes for Spring are created | |
| program planning for the next academic year. | and ready for registration. | |
| | | |
| Host Dual Credit Recruiting Event at Partner | By end of December: | |
| campus. | Run Drop/Fail/Withdraw report. | |
| - Carribas: | Pessar | |
| D. Danambar 15th. | | |
| RV Heremper 15 | | |
| By December 15 th : Submit test scores to the Dual Credit Service | | |



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program
Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Reagan County Independent School District (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

<u>Non-Degree Seeking</u>: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing <u>dualcredit@midland.edu</u>, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is

within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

The Partner covers the cost of CTE course materials.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@midland.edu to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is

shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER |
|-------------------------------|-----------------|
| Midland College | |
| 3600 N. Garfield | |
| Midland, TX 79705 | |
| Attn: Office of the President | |
| With a copy to: | With a copy to: |
| Midland College | |
| 3600 N. Garfield | |
| Midland, TX 79705 | |
| • | |
| Attn: AVP of Partnerships | |

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

President, Midland College

14 An 2025

PARTNER

Superintendent, Reagan County ISD

8-14-25

Date



APPENDIX A:

APPPROVED COURSES, CROSSWALKS, & PATHWAYS

Students may enroll in courses aligned to one of following academic pathways:

- Core Complete: Students may take courses included in the Core Curriculum at Midland College with the goal of becoming Core Complete. These courses fulfill general education requirements and, as a completed block, transferable to Texas public colleges and universities.
- Career and Technical Education (CTE) Certificates: Students may take courses that apply toward the completion of approved CTE certificate programs designated for dual credit. These certificates are designed to provide students with industry-specific skills and credentials.
- 3. Associate Degree Pathways: Students who have become Core Complete may take additional courses toward the completion of an Associate of Arts or Associate of Science in General Studies, pending approval from both the college and the high school.

All dual credit course selections must be approved to ensure alignment with the student's graduation plan, academic readiness, and program availability.

CORE COMPLETE PATHWAY OPTIONS

(High School Partners may have designed specific course selections within each of these categories. Please see your high school counselor for additional guidance. Some options are offered exclusive on Main Campus. Please consult your Dual Credit Service Center Advisor for options most suitable to your situation.)

010 - ENGLISH REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|----------------------------|-------|--------------------|---------|
| ENGL 1301 – Composition I | 3 | | |
| ENGL 1302 - Composition II | 3 | | |

020 - MATHEMATICS REQUIREMENT (3 HOURS) - COMPLETE ONE

| 20 - WATHEWATICS REQUIREMENT | The same of the sa | | Credits |
|------------------------------|--|--------------------|---------|
| College Course | Hours | High School Course | Creaks |
| MATH 1314 - College Algebra | 3 | | |
| MATH 1316 – Trigonometry | 3 | | |
| MATH 1342 – Statistics | 3 | | |
| MATH 2412 - Pre-Calculus | 4 | | |
| MATH 2413 – Calculus I | 4 | | |

030 - LIFE AND PHYSICAL SCIENCES REQUIREMENT (8 HOURS) - COMPLETE TWO

| College Course | Hours | High School Course | Credits |
|--|-------|--------------------|---------|
| BIOL 1406 – Biology for Science Majors I | 4 | v | |
| BIOL 1407 – Biology for Science Majors II | 4 | | |
| BIOL 1408 – Biology for Non-Science Majors I | 4 | | |
| BIOL 1409 – Biology for Non-Science Majors II | 4 | | |
| BIOL 2401 – Anatomy and Physiology | 4 | | |
| BIOL 2402 – Anatomy and Physiology | 4 | | |

040 - LANGUAGE, PHILOSOPHY, AND CULTURE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|----------------------------------|-------|--------------------|---------|
| ENGL 2322 – British Literature I | 3 | | |

050 - CREATIVE ARTS REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | | High School Course | Credits |
|--------------------------------|---|--------------------|---------|
| ARTS 1301 – Art Appreciation | 3 | | |
| MUSI 1306 – Music Appreciation | 3 | | |

060 - U.S. HISTORY REQUIREMENT (6 HOURS) - COMPLETE BOTH

| USU - U.S. THISTORY REQUIREMENT (5 | | 100 100 | Credits |
|--------------------------------------|-------|--------------------|---------|
| College Course | Hours | High School Course | Cicuits |
| HIST 1301 – United States History I | 3 | 44 | |
| HIST 1302 - United States History II | 3 | | |

070 - GOVERNMENT/POLITICAL SCIENCE REQUIREMENT (6 HOURS) - COMPLETE BOTH

| 070 - GOVERNIVIENT/POLITICAL SCIEN | | | Credits |
|------------------------------------|-------|--------------------|---------|
| College Course | Hours | High School Course | Ereurs |
| GOVT 2305 – Federal Government | 3 | | |
| GOVT 2306 – Texas Government | 3 | | |

080 - SOCIAL/BEHAVIORAL SCIENCE REQUIREMENT (3 HOURS) - COMPLETE ONE

| 80 - SUCIAL/ BEHAVIORAL SCIENCE | | High School Course | Credits |
|---------------------------------|-------|--------------------|---------|
| College Course | Haurs | High School Course | 5/14202 |
| ECON 2301 - Principles of | 3 | | |
| Macroeconomics | | | |
| PSYC 2301 – General Psychology | 3 | | |
| SOCI 1301 – Introduction to | 3 | | 1 |
| Sociology | | | |

090 - COMPONENT AREA REQUIREMENTS (4 HOURS) - COMPLETE 4 HOURS

| 30 - CONTONENT AND THE CONTENT | Hours | High School Course | Credits |
|--------------------------------------|--------|-----------------------|---------|
| College Course | FIGUIS | Trigit scriper course | |
| EDUC 1100 – Learning Framework | 1 | | |
| KINE 1164 – Introduction to Physical | 1 | | |
| Fitness and Wellness | | | |
| SPCH 1315 - Public Speaking | 3 | | |



APPENDIX B:

COLLEGE FACULTY & INSTRUCTION

SECTION 1: COLLEGE FACULTY & INSTRUCTION

Faculty are hired, assigned courses, supervised, and evaluated by Division Deans in accordance with accreditation standards, administrative regulations, and board policies.

Applicable expectations of College faculty are contained in the Employee Handbook and the Faculty Handbook. In addition to the expectations outlined in the Employee and Faculty Handbooks, Program faculty are expected to:

- 1. Regularly record course grades in the College learning management system, Canvas.
- 2. Ensure the course average in Canvas is displayed as a percentage on a 0-100% scale
- 3. Regularly use the College email system to communicate with students, College personnel, and receive relevant updates from the College.
- 4. If applicable, communicate regularly with Dual Credit Completion Coach(es) assigned to support asynchronous online courses.
- 5. Respond timely to all inquiries and requests made by College personnel (roster verifications, census rosters, grade reporting, etc.)

SECTION 2: MINIMUM CLASS SIZE

The minimum class size for dual credit courses is fourteen students. Faculty compensation for courses with enrollment below fourteen students is prorated accordingly.

To prevent low enrollment sections, the College will attempt to compress, consolidate, and stack sessions. The College may cancel sections that could not be compressed, consolidated, or stacked and do not meet the minimum enrollment threshold.

SECTION 3: EMBEDDED FACULTY

Embedded faculty are College faculty members who are teaching dual credit courses as part of their assigned duties at a Partner high school.

Embedded faculty are responsible for following College and Partner policies while teaching Program courses. To ensure students are clear about College expectations and to ease a faculty member's ability to juggle meeting the requirements of both institutions, the College recommends against co-seating dual credit students with high school credit-only students.

Co-seating dual credit students with high school credit-only students is permitted by the College in certain cases. For additional information, please consult "SECTION 4: STUDENT COMPOSITION OF CLASS" in the Memorandum of Understanding.

Embedded faculty are compensated based upon the total number of dual credit students per College course (not College section or high school period).

SECTION 4: MIDLAND COLLEGE INSTRUCTION CONTACTS

Associate Vice President – Justin Bateman (ibateman@midland.edu / 432.685.6846)

Allied Health – Brandi Havner (bhavner@midland.edu / 432.685.6440)

Applied Technology – Pete Avalos (pavalos@midland.edu / 432.681.6344)

CE & Dual Credit Health Sciences – Wendy Collins (wwoodcollins@midland.edu / 432.681.6364

Fine Arts & Communications – Dr. William Feeler (bfeeler@midland.edu / 432.685.4626)

Math & Science – Dr. Maira Carrillo (mairac@midland.edu / 432.685.4615)

Nursing – Cindy Madewell (cmadewell@midland.edu / 432.686.4243)

Public Service – Pervis Evans (pevans@midland.edu / 432.685.6768)

Social and Behavioral Sciences & Business – Michael Makowsky (mmakowsky@midland.edu / 432.685.6828)



APPENDIX C:

DUAL CREDIT COMPLETION COACHES

Many Partner high schools assign faculty or staff to support students enrolled in <u>online</u> <u>asynchronous</u> College courses. The manner in which support is provided can vary greatly from high school to high school. To create consistency as well as to extend the reach of College academic support, the College has reimagined our paid facilitator role.

Paid facilitators employed by the College are now known as Dual Credit Completion Coaches with corresponding responsibilities. The difference between Dual Credit Completion Coaches and facilitators are outlined below:

| Dual Credit Completion Coaches | High School Facilitators |
|---|--|
| Stipend from Midland College. | No stipend from Midland College. |
| Access to Midland College systems including | No access to Midland College systems. |
| Canvas. | |
| Training and support from Midland College. | Limited training and support from Midland College. |

Dual Credit Completion Coaches will be trained in the assorted services/supports offered by the College. Coaches will also have access to Canvas and can be added to courses to monitor student participation. The integration of additional College support personnel allows for a more nuanced intervention than might otherwise occur absent access to the course.

To inquire about approving/hiring High School Facilitators to be Dual Credit Completion Coaches, please contact Justin Bateman (ibateman@midland.edu / 432.685.6846)



EXHIBIT 1:

ADMISSION & ADVISING TIMELINE

| JANUARY ACTIVITIES | |
|---|---|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: Request additions/changes to course/program offerings for the next academic year. | By the 15th: Send out Course Request Form for students. Send out Application/Advising Day sign-up form. By the end of the Month: Collaborate with Partner schools on the courses/programs offered for the next academic year. |
| FEBRUARY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: Identify students interested in dual credit for the upcoming academic year. Enter student and course information into the SmartSheet provided by the Dual Credit Service Center. Sign up for an Application/Advising Day event. | By the end of the Month: Coordinate with Deans & Department Chairs on the courses/programs offered for the next academic year. Revise/update the Memorandum of Understanding. |
| MARCH ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| Coordinate with the Dual Credit Service Center on hosting an Application/Advising Day event. Ongoing Activities: Update student/course SmartSheet as change occur. | |
| Assist students missing requirements for admission/registration. | Process incoming admission requirements and track registration readiness. |

| APRIL ACTIVITIES | |
|--|---|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | Registration for Fall Opens! |
| Submit final student/course lists in | Ongoing Activities: |
| SmartSheet. | Process incoming admission applications, |
| SmartSileet. | requirements, and track registration readiness. |
| | |
| | Register students not dependent upon high |
| | school rosters. |
| | |
| | |
| | |
| | |
| MAY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the 15th. | By the end of the Month: |
| Aid students in finalizing the submission of any | Schedule Student Orientation Days with |
| admission/registration requirements. | Partners for late summer. |
| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | |
| By the end of the Month: | Ongoing Activities: |
| Return signed MOU for the next academic year | Process incoming admission requirements and |
| to the College. | track registration readiness. |
| | |
| Submit test scores for any student who may | Audit new student files. |
| need to demonstrate TSI | |
| completion/exemption. | Register students not dependent upon high |
| | school rosters. |
| | |
| | |
| | |
| | |
| JUNE ACTIVITIES | 1945年 (1960年 1960年) 1960年 (1960年) 1960年 (1960年) |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | Ongoing Activities: |
| Identify any new embedded instructors or Dua | Il Audit new student files. |
| Credit Completion Coaches for the next | |
| academic year. | Register students not dependent upon high |
| | school rosters. |
| | |
| | |
| | |
| | |
| | |

JULY ACTIVITIES COLLEGE ACTIVITIES PARTNER ACTIVITIES By the end of the Month: By the end of the Month: Ensure processing of new embedded faculty & Submit any changes to student/class lists due completion coach applications for the to extenuating circumstances. upcoming academic year. Coordinate with the College on hosting Student Collaborate/coordinate with Deans & Orientation in Late July/Early August. Department Chairs to ensure all needed Fall classes are created and ready for Fall registration. Host Student Orientation on Partner's campus late July/early August. Host dual credit professional development for Partner administration/staff (including coaches & embedded faculty) on main campus and at the WRTTC. **AUGUST ACTIVITIES** COLLEGE ACTIVITIES PARTNER ACTIVITIES Weekly: Weekly: Reconcile high school rosters/lists with College For the first six weeks of school, send courses and report discrepancies to Partner. rosters/lists of dual credit students once a week to the Dual Credit Service Center to By the end of the Month: ensure enrollment accuracy. Host dual credit professional development for Partner administration/staff (including coaches Work with the Dual Credit Service Center to & embedded faculty) on main campus. resolve enrollment discrepancies. Send signup forms for Fall Recruiting/Advising By the end of the Month: Events. Attend dual credit professional development. At least one representative from each Partner school must attend a professional As Soon As Possible: Register remaining students base on high development session at the WRTTC in July or school rosters. the Main Campus in August.

| SEPTEMBER ACTIVITIES | 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 |
|--|--|
| AKINEKACIIAIIICO | COLLEGE ACTIVITIES |
| Jy tile 15. | By the end of the Month: |
| Provide constructive feedback to the College | Year in Review: reflect on the Fall |
| on the Fall Admission/Advising cycle (January | Admission/Advising Cycle. Identify process |
| through August). | revisions. Develop Strategic Plan for the next |
| | academic year. |
| By the end of the Month: | |
| dentify new students who will start in the | |
| Spring. | |
| | |
| Refer students to the Dual Credit Service | |
| Center for Admission and assist student with | |
| collecting admission requirements. | |
| | |
| | |
| c c | |
| _ | |
| | |
| OCTOBER, NOVEMBER, & DECEMBER ACTIVITI | ES |
| OCTOBER, NO VENIDER, & DECEMBER | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| PARTNER ACTIVITIES By end of the first week in October: | By the end of October: |
| PARTNER ACTIVITIES | By the end of October: |
| PARTNER ACTIVITIES By end of the first week in October: | COLLEGE ACTIVITIES By the end of October: Complete Spring Registration. |
| PARTNER ACTIVITIES By end of the first week in October: Finalize lists of which classes students will take | By the end of October: Complete Spring Registration. By Thanksgiving Break: |
| PARTNER ACTIVITIES By end of the first week in October: Finalize lists of which classes students will take | By the end of October: Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with |
| PARTNER ACTIVITIES By end of the first week in October: Finalize lists of which classes students will take in the Spring. | By the end of October: Complete Spring Registration. By Thanksgiving Break: |
| PARTNER ACTIVITIES By end of the first week in October: Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new | COLLEGE ACTIVITIES By the end of October: Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. |
| PARTNER ACTIVITIES By end of the first week in October: Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: | COLLEGE ACTIVITIES By the end of October: Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at |
| PARTNER ACTIVITIES By end of the first week in October: Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. | COLLEGE ACTIVITIES By the end of October: Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. |
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| PARTNER ACTIVITIES By end of the first week in October: Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service | COLLEGE ACTIVITIES By the end of October: Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : |
| PARTNER ACTIVITIES By end of the first week in October: Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service | COLLEGE ACTIVITIES By the end of October: Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to |
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| PARTNER ACTIVITIES By end of the first week in October: Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: | COLLEGE ACTIVITIES By the end of October: Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to |
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| PARTNER ACTIVITIES By end of the first week in October: Finalize lists of which classes students will take in the Spring. Finalize Admission requirements for new students starting the Spring. By end of October: Submit test scores to the Dual Credit Service Center. By Thanksgiving Break: For schools in CTE Cooperative, participate in program planning for the next academic year. Host Dual Credit Recruiting Event at Partner | COLLEGE ACTIVITIES By the end of October: Complete Spring Registration. By Thanksgiving Break: Program planning for next academic year with CTE Cooperative. Participate in Dual Credit Recruiting Events at Partner campuses. By December 15 th : Collaborate with Deans & Department Chairs to ensure all needed classes for Spring are created and ready for registration. By end of December: |

Center.



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program
Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Richard Milburn Academy - Midland (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

Non-Degree Seeking: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College

students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school creditonly students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing dualcredit@midland.edu, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right

under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.

- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.
- f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

The Partner covers the cost of CTE course materials.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.

• The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@midland.edu to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester

during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

COLLEGE

PARTNER

9

Midland College 3600 N. Garfield Midland, TX 79705 Attn: Office of the President

With a copy to: 2

Midland College 3600 N. Garfield Midland, TX 79705 Attn: AVP of Partnerships **RMA**

6785 Camp Bowie Blvd, Suite 200

Fort Worth, TX 76116

Attn: Superintendent

With a copy to:

RMA

6785 Camp Bowie Blvd, Suite 200

Fort Worth, TX 76116

Attn: Superintendent

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

OLLEGE

President, Midland College

PARTNER

Superintendent, Richard Milburn Academy

Data

100 6

Date

08-25-2025

Date



APPENDIX A:

APPPROVED COURSES, CROSSWALKS, & PATHWAYS

Students may enroll in courses aligned to one of following academic pathways:

 Core Complete: Students may take courses included in the Core Curriculum at Midland College with the goal of becoming Core Complete. These courses fulfill general education requirements and, as a completed block, transferable to Texas public colleges and universities.

2. Career and Technical Education (CTE) Certificates: Students may take courses that apply toward the completion of approved CTE certificate programs designated for dual credit. These certificates are designed to provide students with industry-specific skills and credentials.

3. Associate Degree Pathways: Students who have become Core Complete may take additional courses toward the completion of an Associate of Arts or Associate of Science in General Studies, pending approval from both the college and the high school.

All dual credit course selections must be approved to ensure alignment with the student's graduation plan, academic readiness, and program availability.

CORE COMPLETE PATHWAY OPTIONS

(High School Partners may have designed specific course selections within each of these categories. Please see your high school counselor for additional guidance. Some options are offered exclusive on Main Campus. Please consult your Dual Credit Service Center Advisor for options most suitable to your situation.)

010 - ENGLISH REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|----------------------------|-------|--------------------|---------|
| ENGL 1301 - Composition I | 3 | | |
| ENGL 1302 - Composition II | 3 | | |

020 - MATHEMATICS REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|-----------------------------|-------|--------------------|---------|
| MATH 1314 – College Algebra | 3 | | |
| MATH 1316 - Trigonometry | 3 | | |
| MATH 1342 - Statistics | 3 | | |
| MATH 2412 – Pre-Calculus | 4 | | |
| MATH 2413 – Calculus I | 4 | | |

030 - LIFE AND PHYSICAL SCIENCES REQUIREMENT (8 HOURS) - COMPLETE TWO

| College Course | Hours | High School Course | Credits |
|---------------------------------|-------|--------------------|---------|
| BIOL 1406 – Biology for Science | 4 | | |
| Majors I | | | |
| BIOL 1407 – Biology for Science | 4 | | į |
| Majors II | | | |
| BIOL 1408 - Biology for Non- | 4 | | |
| Science Majors I | | | |
| BIOL 1409 – Biology for Non- | 4 | | |
| Science Majors II | | | |
| BIOL 2401 - Anatomy and | 4 | | |
| Physiology I | | | |

| BIOL 2402 - Anatomy and | 4 | |
|-------------------------|---|--|
| Physiology II | | |

040 – LANGUAGE, PHILOSOPHY, AND CULTURE REQUIREMENT (3 HOURS) – COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|----------------------------------|-------|--------------------|---------|
| ENGL 2322 - British Literature I | 3 | | |

050 - CREATIVE ARTS REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| ARTS 1301 - Art Appreciation | 3 | | |
| MUSI 1306 - Music Appreciation | 3 | | |

060 - U.S. HISTORY REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|-------------------------------------|-------|--------------------|---------|
| HIST 1301 – United States History I | 3 | | |
| HIST 1302 - United States History | 3 | | |
| l II | | | |

070 - GOVERNMENT/POLITICAL SCIENCE REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| GOVT 2305 – Federal Government | 3 | | |
| GOVT 2306 - Texas Government | 3 | | |

080 - SOCIAL/BEHAVIORAL SCIENCE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| ECON 2301 – Principles of | 3 | | |
| Macroeconomics | | | |
| PSYC 2301 – General Psychology | 3 | | |
| SOCI 1301 – Introduction to | 3 | | |
| Sociology | | | |

090 - COMPONENT AREA REQUIREMENTS (4 HOURS) - COMPLETE 4 HOURS

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| EDUC 1100 – Learning Framework | 1 | | |
| KINE 1164 – Introduction to | 1 | | |
| Physical Fitness and Wellness | | | |
| SPCH 1315 – Public Speaking | 3 | | |

CERTIFIED NURSE AID – INDUSTRY-BASED CREDENTIAL CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Advanced Technology Center

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|-----------------------------------|-----|--------------------|
| HPRS 1204 | Basic Health Profession Skills | 2 | |
| HPRS 1206 | Medical Terminology | 2 | |

JUNIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|---------------------------|-----|--------------------|
| NURA 1301 | Nurse Aid for Health Care | 3 | |
| NURA 1160 | Nurse Aid Clinical | 1 | |

DIESEL TECHNICIAN – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Cogdell Learning Center

JUNIOR YEAR, FALL SEMESTER

| MC | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|------------------|--------------------------|-----|--------------------|
| COURSE | | | |
| DEMR 1329 | Preventative Maintenance | 3 | |

JUNIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|------------------------------|-----|--------------------|
| OSHT 1301 | Intro To Occupational Safety | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|-----------------------------|-----|--------------------|
| | Diesel Engine Test/Repair I | 3 | |

SENIOR YEAR, FALL SEMESTER

| MC | COURSETITLE | SCH | HIGH SCHOOL COURSE |
|------------------|------------------------------|-----|--------------------|
| COURSE | | | |
| DEMR 2312 | Diesel Engine Test/Repair II | 3 | |

SENIOR YEAR, WINTER FLEX

| MC | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------------|-----|--------------------|
| COURSE | | | |
| MCHN 1320 | Precision Tools & Meas. | 3 | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--|--------------------------|-----|--------------------|
| A STATE OF THE PARTY OF THE PAR | Basic Electrical Systems | 3 | |

ENERGY TECHNICIAN – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Advanced Technology Center

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|-----------------------------|-----|--------------------|
| PTRT 1301 | Intro to Petroleum Industry | 3 | |

JUNIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|------------------------------|-----|--------------------|
| OSHT 1301 | Intro To Occupational Safety | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| JOHNON TEAM, OF MINTO CENTECTED | | | |
|---------------------------------|--|-----|--------------------|
| MC | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| COURSE | 4 C. | | |

| ENER 1330 | Basic Mech. Skills for | 3 | |
|-----------|------------------------|---|--|
| | Energy | | |

SENIOR YEAR, FALL SEMESTER

| MC | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|------------------|-------------------|-----|--------------------|
| COURSE | | | |
| ELMT 1305 | Basic Fluid Power | 3 | |

SENIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|---------------------|-----|--------------------|
| INMT 2303 | Pumps, Compress., & | 3 | > |
| | Mech. | | |

SENIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|-----------------------|-----|--------------------|
| INMT 1307 | Industrial Automation | 3 | |

FIREFIGHTER – ENTRY LEVEL – LEVEL I CERTIFICATE CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Harris Field

JUNIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|------------------------------|-----|--------------------|
| FIRS 1301 | Firefighter Certification I | 3 | |
| FIRS 1319 | Firefighter Certification IV | 3 | |
| FIRS 1323 | Firefighter Certification V | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|-------------------------------|-----|--------------------|
| FIRS 1407 | Firefighter Certification II | 4 | |
| FIRS 1313 | Firefighter Certification III | 3 | |
| FIRS 1329 | Firefighter Certification VI | 3 | |
| FIRS 1433 | Firefighter Certification VII | 4 | |

SENIOR VEAR FALL SEMESTER

| MC COURSE | GOURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|---------------|-----|--------------------|
| EMSP 1501 | EMT Basic | 5 | |
| EMSP 1160 | EMT Clinicals | 1 | |

SENIOR YEAR, FALL SEMESTER

| MC | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------|-----|--------------------|
| COURSE | | | |
| EMSP 1370 | EMT Certification Prep | 3 | |

WELDER - ENTRY LEVEL - LEVEL I CERTIFICATE **CAREER & TECHNICAL EDUCATION COOPERATIVE Taught @ Midland College Main Campus**

| JUNIOR TEA | JUNIUK TEAK, FALL SEMESTER | | | | |
|------------|----------------------------|-----|--------------------|--|--|
| MC | COURSE TITLE | SCH | HIGH SCHOOL COURSE | | |
| COURSE | | | | | |

| WLDG 1421 | Intro to Welding Fund. | 3 | |
|-----------|------------------------|---|--|

JUNIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|------------------------------|-----|--------------------|
| OSHT 1301 | Intro To Occupational Safety | 3 | |

JUNIOR YEAR, SPRING SEMESTER

| MC | COURSETITLE | SCH | HIGH SCHOOL COURSE |
|-----------|-------------------|-----|--------------------|
| COURSE | | | |
| WLDG 1457 | Intermediate SMAW | 4 | |

SENIOR YEAR, FALL SEMESTER

| MC | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|-----------|------------------------------|-----|--------------------|
| COURSE | | | |
| WLDG 1425 | Intro to Oxy Weld. & Cutting | 4 | |

SENIOR YEAR, WINTER FLEX

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--------------|---------------------------|-----|--------------------|
| INMT 2303 | Pumps, Compress., & Mech. | 3 | |

SENIOR YEAR, FALL SEMESTER

| SEMION LEAD | , I ALL SLITESTER | | |
|-------------|-------------------|-----|--------------------|
| MC | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| COURSE | | | |
| WLDG 1430 | Intro to GMAW | 4 | |



APPENDIX B:

COLLEGE FACULTY & INSTRUCTION

SECTION 1: COLLEGE FACULTY & INSTRUCTION

Faculty are hired, assigned courses, supervised, and evaluated by Division Deans in accordance with accreditation standards, administrative regulations, and board policies.

Applicable expectations of College faculty are contained in the Employee Handbook and the Faculty Handbook. In addition to the expectations outlined in the Employee and Faculty Handbooks, Program faculty are expected to:

- 1. Regularly record course grades in the College learning management system, Canvas.
- 2. Ensure the course average in Canvas is displayed as a percentage on a 0 100% scale.
- 3. Regularly use the College email system to communicate with students, College personnel, and receive relevant updates from the College.
- 4. If applicable, communicate regularly with Dual Credit Completion Coach(es) assigned to support asynchronous online courses.
- 5. Respond timely to all inquiries and requests made by College personnel (roster verifications, census rosters, grade reporting, etc.)

SECTION 2: MINIMUM CLASS SIZE

The minimum class size for dual credit courses is ten students. Faculty compensation for courses with enrollment below fourteen students is prorated accordingly.

To prevent low enrollment sections, the College will attempt to compress, consolidate, and stack sessions. The College may cancel sections that could not be compressed, consolidated, or stacked and do not meet the minimum enrollment threshold.

SECTION 3: EMBEDDED FACULTY

Embedded faculty are College faculty members who are teaching dual credit courses as part of their assigned duties at a Partner high school.

Embedded faculty are responsible for following College and Partner policies while teaching Program courses. To ensure students are clear about College expectations and to ease a faculty member's ability to juggle meeting the requirements of both institutions, the College recommends against co-seating dual credit students with high school credit-only students.

Co-seating dual credit students with high school credit-only students is permitted by the College in certain cases. For additional information, please consult "SECTION 4: STUDENT COMPOSITION OF CLASS" in the Memorandum of Understanding.

Embedded faculty are compensated based upon the total number of dual credit students per College course (not College section or high school period).

SECTION 4: MIDLAND COLLEGE INSTRUCTION CONTACTS

Associate Vice President – Justin Bateman (jbateman@midland.edu / 432.685.6846)

Allied Health – Brandi Havner (bhavner@midland.edu / 432.685.6440)

Applied Technology – Pete Avalos (pavalos@midland.edu / 432.681.6344)

CE & Dual Credit Health Sciences – Wendy Collins (wwoodcollins@midland.edu / 432.681.6364

Fine Arts & Communications – Dr. William Feeler (bfeeler@midland.edu / 432.685.4626)

Math & Science – Dr. Maira Carrillo (mairac@midland.edu / 432.685.4615)

Nursing - Cindy Madewell (cmadewell@midland.edu / 432.686.4243)

Public Service – Pervis Evans (pevans@midland.edu / 432.685.6768)

Social and Behavioral Sciences & Business – Michael Makowsky (mmakowsky@midland.edu / 432.685.6828)



APPENDIX C: DUAL CREDIT COMPLETION COACHES

Many Partner high schools assign faculty or staff to support students enrolled in <u>online asynchronous</u> College courses. The manner in which support is provided can vary greatly from high school to high school. To create consistency as well as to extend the reach of College academic support, the College has reimagined our paid facilitator role.

Paid facilitators employed by the College are now known as Dual Credit Completion Coaches with corresponding responsibilities. The difference between Dual Credit Completion Coaches and facilitators are outlined below:

| Dual Credit Completion Coaches | High School Facilitators |
|---|---|
| Stipend from Midland College. | No stipend from Midland College. |
| Access to Midland College systems | No access to Midland College systems. |
| including Canvas. | |
| Training and support from Midland College | . Limited training and support from Midland |
| | College. |

Dual Credit Completion Coaches will be trained in the assorted services/supports offered by the College. Coaches will also have access to Canvas and can be added to courses to monitor student participation. The integration of additional College support personnel allows for a more nuanced intervention than might otherwise occur absent access to the course.

To inquire about approving/hiring High School Facilitators to be Dual Credit Completion Coaches, please contact Justin Bateman (jbateman@midland.edu / 432.685.6846)



EXHIBIT 1: ADMISSION & ADVISING TIMELINE

| ANUARY ACTIVITIES | COLLEGE ACTIVITIES |
|---|--|
| PARTNER ACTIVITIES | |
| By the end of the Month: | By the 15th: |
| reducat additional cutting as to the state of the | Send out Course Request Form for students. |
| offerings for the next academic year. | Market Ma |
| | Send out Application/Advising Day sign-up |
| | form. |
| | |
| | By the end of the Month: |
| | Collaborate with Partner schools on the |
| | courses/programs offered for the next |
| | academic year. |
| | |
| FEBRUARY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | By the end of the Month: |
| Identify students interested in dual credit for | Coordinate with Deans & Department Chairs o |
| the upcoming academic year. Enter student | the courses/programs offered for the next |
| and course information into the SmartSheet | academic year. |
| provided by the Dual Credit Service Center. | |
| provided by the budi create service comment | Revise/update the Memorandum of |
| Sign up for an Application/Advising Day event. | Understanding. |
| Sign up for an Application/Advising buy events | g. |
| | |
| | |
| MARCH ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| Coordinate with the Dual Credit Service Center | Coordinate with Partner school on attending a |
| on hosting an Application/Advising Day event. | Application/Advising Day event. |
| | |
| Ongoing Activities: | By the 15th: |
| Update student/course SmartSheet as change | Send finalized Memorandum of Understandin |
| occur. | for the upcoming academic year. |
| The contract of | |
| Assist students missing requirements for | Ongoing Activities: |
| admission/registration. | Process incoming admission requirements and |
| | track registration readiness. |
| | |
| | |
| | |
| | |
| | |

| APRIL ACTIVITIES | |
|--|---|
| | COLLEGE ACTIVITIES |
| By the end of the Month: | Registration for Fall Opens! |
| Submit final student/course lists in | Ongoing Activities: |
| SmartSheet. | Process incoming admission applications, |
| | requirements, and track registration readiness. |
| | Register students not dependent upon high school rosters. |
| MAY ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the 15th: | By the end of the Month: |
| Aid students in finalizing the submission of any | Schedule Student Orientation Days with |
| admission/registration requirements. | Partners for late summer. |
| By the end of the Month: | Ongoing Activities: |
| Return signed MOU for the next academic year | Process incoming admission requirements and |
| to the College. | track registration readiness. |
| Submit test scores for any student who may need to demonstrate TSI | Audit new student files. |
| completion/exemption. | Register students not dependent upon high school rosters. |
| | |
| JUNE ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | Ongoing Activities: |
| Identify any new embedded instructors or Dua | l Audit new student files. |
| Credit Completion Coaches for the next | Delite students and denondent upon high |
| academic year. | Register students not dependent upon high school rosters. |
| | |
| | |

| IULY ACTIVITIES | |
|---|---|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: Submit any changes to student/class lists due to extenuating circumstances. Coordinate with the College on hosting Student Orientation in Late July/Early August. | By the end of the Month: Ensure processing of new embedded faculty & completion coach applications for the upcoming academic year. Collaborate/coordinate with Deans & Department Chairs to ensure all needed Fall classes are created and ready for Fall registration. Host Student Orientation on Partner's campus late July/early August. Host dual credit professional development for Partner administration/staff (including coaches & embedded faculty) on main campus and at the WRTTC. |
| AUGUST ACTIVITIES | |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| Weekly: For the first six weeks of school, send rosters/lists of dual credit students once a week to the Dual Credit Service Center to ensure enrollment accuracy. Work with the Dual Credit Service Center to resolve enrollment discrepancies. By the end of the Month: Attend dual credit professional | Weekly: Reconcile high school rosters/lists with College courses and report discrepancies to Partner. By the end of the Month: Host dual credit professional development for Partner administration/staff (including coache: & embedded faculty) on main campus. Send signup forms for Fall Recruiting/Advising Events. |
| development. At least one representative from each Partner school must attend a professional development session at the WRTTC in July or the Main Campus in August. | m |

SEPTEMBER ACTIVITIES COLLEGE ACTIVITIES PARTNER ACTIVITIES By the end of the Month: By the 15th: Year in Review: reflect on the Fall Provide constructive feedback to the College Admission/Advising Cycle. Identify process on the Fall Admission/Advising cycle (January revisions. Develop Strategic Plan for the next through August). academic year. By the end of the Month: Identify new students who will start in the Spring. Refer students to the Dual Credit Service Center for Admission and assist student with collecting admission requirements. OCTOBER, NOVEMBER, & DECEMBER ACTIVITIES **COLLEGE ACTIVITIES** PARTNER ACTIVITIES By the end of October: By end of the first week in October: Finalize lists of which classes students will take Complete Spring Registration. in the Spring. By Thanksgiving Break: Program planning for next academic year with Finalize Admission requirements for new CTE Cooperative. students starting the Spring. Participate in Dual Credit Recruiting Events at By end of October: Partner campuses. Submit test scores to the Dual Credit Service Center. By December 15th: Collaborate with Deans & Department Chairs to By Thanksgiving Break: ensure all needed classes for Spring are created For schools in CTE Cooperative, participate in and ready for registration. program planning for the next academic year. By end of December: Host Dual Credit Recruiting Event at Partner Run Drop/Fail/Withdraw report. campus. By December 15th:

Submit test scores to the Dual Credit Service

Center.



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program
Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Terrell County Independent School District (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Appendix A – Approved Pathways and Course Crosswalks.

SECTION 2: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

<u>Non-Degree Seeking</u>: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- Standard Dual Credit: A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

<u>Degree Seeking</u>: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- Texas Success Initiative (TSI) Exempt: Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- Texas Success Initiative (TSI) Qualified: Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of the assessment.

SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

SECTION 4: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing dualcredit@midland.edu, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

For additional information about Program instruction, see Appendix B: College Faculty and Instruction.

SECTION 7: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 1 and incorporated here.

SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is

within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

The Partner covers the cost of CTE course materials.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@midland.edu to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is

shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER |
|---|---|
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: Office of the President | Terrell Canty SD 302 N. Znd 57 Sanderson, TX. 79248 attn: Tanna Cautance |
| With a copy to: | With a copy to: |
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: AVP of Partnerships | attn: Virginia Garza |

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

President, Midland College

Superintendent, Terrell County ISD

21 4 325

Date



APPENDIX A:

APPPROVED COURSES, CROSSWALKS, & PATHWAYS

Students may enroll in courses aligned to one of following academic pathways:

- 1. Core Complete: Students may take courses included in the Core Curriculum at Midland College with the goal of becoming Core Complete. These courses fulfill general education requirements and, as a completed block, transferable to Texas public colleges and universities.
- 2. Career and Technical Education (CTE) Certificates: Students may take courses that apply toward the completion of approved CTE certificate programs designated for dual credit. These certificates are designed to provide students with industry-specific skills and credentials.
- 3. Associate Degree Pathways: Students who have become Core Complete may take additional courses toward the completion of an Associate of Arts or Associate of Science in General Studies, pending approval from both the college and the high school.

All dual credit course selections must be approved to ensure alignment with the student's graduation plan, academic readiness, and program availability.

CORE COMPLETE PATHWAY OPTIONS

(High School Partners may have designed specific course selections within each of these categories. Please see your high school counselor for additional guidance. Some options are offered exclusive on Main Campus. Please consult your Dual Credit Service Center Advisor for options most suitable to your situation.)

010 - FNGLISH REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | Hours | High School Course | Credits |
|----------------------------|-------|--------------------|---------|
| ENGL 1301 – Composition I | 3 | | |
| ENGL 1302 – Composition II | 3 | | |

020 - MATHEMATICS REQUIREMENT (3 HOURS) - COMPLETE ONE

| JZU - WIAT REIVIATICS REQUIREMENT | | | Credits |
|-----------------------------------|-------|--------------------|---------|
| College Course | Hours | High School Course | Credito |
| MATH 1314 – College Algebra | 3 | 9 | |
| MATH 1316 – Trigonometry | 3 | | |
| MATH 1342 – Statistics | 3 | | |
| MATH 2412 - Pre-Calculus | 4 | | |
| MATH 2413 – Calculus I | 4 | | |

030 - LIFE AND PHYSICAL SCIENCES REQUIREMENT (8 HOURS) - COMPLETE TWO

| College Course | Hours | High School Course | Credits |
|--|-------|--------------------|---------|
| BIOL 1406 – Biology for Science Majors I | 4 | | |
| BIOL 1407 – Biology for Science Majors II | 4 | , | |
| BIOL 1408 – Biology for Non-Science Majors I | 4 | | |
| BIOL 1409 – Biology for Non-Science Majors II | 4 | | |
| BIOL 2401 – Anatomy and Physiology | 4 | | |
| BIOL 2402 – Anatomy and Physiology II | 4 | | |

040 - LANGUAGE, PHILOSOPHY, AND CULTURE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|----------------------------------|-------|--------------------|---------|
| ENGL 2322 – British Literature I | 3 | | |

050 – CREATIVE ARTS REQUIREMENT (3 HOURS) – COMPLETE ONE

| College Course | | High School Course | Credits |
|--------------------------------|---|--------------------|---------|
| ARTS 1301 – Art Appreciation | 3 | | |
| MUSI 1306 – Music Appreciation | 3 | | |

060 - U.S. HISTORY REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | | High School Course | Credits |
|--------------------------------------|---|--------------------|---------|
| HIST 1301 – United States History I | 3 | | |
| HIST 1302 - United States History II | 3 | | |

070 - GOVERNMENT/POLITICAL SCIENCE REQUIREMENT (6 HOURS) - COMPLETE BOTH

| College Course | | High School Course | Credits |
|--------------------------------|---|--------------------|---------|
| GOVT 2305 – Federal Government | 3 | | |
| GOVT 2306 – Texas Government | 3 | | |

080 - SOCIAL/BEHAVIORAL SCIENCE REQUIREMENT (3 HOURS) - COMPLETE ONE

| College Course | Hours | High School Course | Credits |
|--------------------------------|-------|--------------------|---------|
| ECON 2301 – Principles of | 3 | | |
| Macroeconomics | | | |
| PSYC 2301 – General Psychology | 3 | | |
| SOCI 1301 – Introduction to | 3 | | |
| Sociology | | | |

090 - COMPONENT AREA REQUIREMENTS (4 HOURS) - COMPLETE 4 HOURS

| College Course | Hours | High School Course | Credits |
|--------------------------------------|-------|--------------------|---------|
| EDUC 1100 – Learning Framework | 1 | | |
| | 1 | | |
| KINE 1164 – Introduction to Physical | 1 | | - 1 |
| Fitness and Wellness | | | |
| SPCH 1315 – Public Speaking | 3 | | |

CERTIFIED NURSE AID – INDUSTRY-BASED CREDENTIAL CAREER & TECHNICAL EDUCATION COOPERATIVE

Taught @ Midland College Advanced Technology Center & Williams Regional Technical Training Center

HINIOR YEAR, FALL SEMESTER

| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
|--|--------------------------------|-----|--------------------|
| A SALE OF THE PARTY OF THE PART | Basic Health Profession Skills | 2 | |
| HPRS 1206 | Medical Terminology | 2 | |

JUNIOR YEAR, WINTER FLEX

| JUNIOR ILAN, | AAIIAIFILIERA | | |
|--------------|---------------------------|-----|--------------------|
| MC COURSE | COURSE TITLE | SCH | HIGH SCHOOL COURSE |
| NURA 1301 | Nurse Aid for Health Care | 3 | |
| NURA 1160 | Nurse Aid Clinical | 1 | |



APPENDIX B:

COLLEGE FACULTY & INSTRUCTION

SECTION 1: COLLEGE FACULTY & INSTRUCTION

Faculty are hired, assigned courses, supervised, and evaluated by Division Deans in accordance with accreditation standards, administrative regulations, and board policies.

Applicable expectations of College faculty are contained in the Employee Handbook and the Faculty Handbook. In addition to the expectations outlined in the Employee and Faculty Handbooks, Program faculty are expected to:

- 1. Regularly record course grades in the College learning management system,
- 2. Ensure the course average in Canvas is displayed as a percentage on a 0-100% scale.
- 3. Regularly use the College email system to communicate with students, College personnel, and receive relevant updates from the College.
- 4. If applicable, communicate regularly with Dual Credit Completion Coach(es) assigned to support asynchronous online courses.
- 5. Respond timely to all inquiries and requests made by College personnel (roster verifications, census rosters, grade reporting, etc.)

SECTION 2: MINIMUM CLASS SIZE

The minimum class size for dual credit courses is fourteen students. Faculty compensation for courses with enrollment below fourteen students is prorated accordingly.

To prevent low enrollment sections, the College will attempt to compress, consolidate, and stack sessions. The College may cancel sections that could not be compressed, consolidated, or stacked and do not meet the minimum enrollment threshold.

SECTION 3: EMBEDDED FACULTY

Embedded faculty are College faculty members who are teaching dual credit courses as part of their assigned duties at a Partner high school.

Embedded faculty are responsible for following College and Partner policies while teaching Program courses. To ensure students are clear about College expectations and to ease a faculty member's ability to juggle meeting the requirements of both institutions, the College recommends against co-seating dual credit students with high school credit-only students.

Co-seating dual credit students with high school credit-only students is permitted by the College in certain cases. For additional information, please consult "SECTION 4: STUDENT COMPOSITION OF CLASS" in the Memorandum of Understanding.

Embedded faculty are compensated based upon the total number of dual credit students per College course (not College section or high school period).

SECTION 4: MIDLAND COLLEGE INSTRUCTION CONTACTS

Associate Vice President – Justin Bateman (<u>ibateman@midland.edu</u> / 432.685.6846)

Allied Health – Brandi Havner (bhavner@midland.edu / 432.685.6440)

Applied Technology – Pete Avalos (pavalos@midland.edu / 432.681.6344)

CE & Dual Credit Health Sciences – Wendy Collins (wwoodcollins@midland.edu / 432.681.6364

Fine Arts & Communications – Dr. William Feeler (bfeeler@midland.edu / 432.685.4626)

Math & Science – Dr. Maira Carrillo (mairac@midland.edu / 432.685.4615)

Nursing – Cindy Madewell (cmadewell@midland.edu / 432.686.4243)

Public Service – Pervis Evans (pevans@midland.edu / 432.685.6768)

Social and Behavioral Sciences & Business – Michael Makowsky (mmakowsky@midland.edu / 432.685.6828)



APPENDIX C: DUAL CREDIT COMPLETION COACHES

Many Partner high schools assign faculty or staff to support students enrolled in <u>online</u> <u>asynchronous</u> College courses. The manner in which support is provided can vary greatly from high school to high school. To create consistency as well as to extend the reach of College academic support, the College has reimagined our paid facilitator role.

Paid facilitators employed by the College are now known as Dual Credit Completion Coaches with corresponding responsibilities. The difference between Dual Credit Completion Coaches and facilitators are outlined below:

| Dual Credit Completion Coaches | High School Facilitators |
|---|---|
| Stipend from Midland College. | No stipend from Midland College. |
| Access to Midland College systems including | No access to Midland College systems. |
| Canvas. | |
| Training and support from Midland College. | Limited training and support from Midland |
| | College. |

Dual Credit Completion Coaches will be trained in the assorted services/supports offered by the College. Coaches will also have access to Canvas and can be added to courses to monitor student participation. The integration of additional College support personnel allows for a more nuanced intervention than might otherwise occur absent access to the course.

To inquire about approving/hiring High School Facilitators to be Dual Credit Completion Coaches, please contact Justin Bateman (ibateman@midland.edu / 432.685.6846)



EXHIBIT 1:

ADMISSION & ADVISING TIMELINE

| JANUARY ACTIVITIES | |
|---|--|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | By the 15 th : |
| Request additions/changes to course/program offerings for the next academic year. | Send out Course Request Form for students. |
| 10 | Send out Application/Advising Day sign-up form. |
| | By the end of the Month: Collaborate with Partner schools on the courses/programs offered for the next academic year. |
| FEBRUARY ACTIVITIES | CURBON COMPANIES OF THE PARTY O |
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | By the end of the Month: |
| dentify students interested in dual credit for the upcoming academic year. Enter student and course information into the SmartSheet provided by the Dual Credit Service Center. | Coordinate with Deans & Department Chairs of the courses/programs offered for the next academic year. Revise/update the Memorandum of |
| ign up for an Application/Advising Day event. | Understanding. |
| MARCH ACTIVITIES | R GLANGE LANDERS OF THE RESIDENCE |
| ARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| oordinate with the Dual Credit Service Center | Coordinate with Partner school on attending ar |
| n hosting an Application/Advising Day event. | Application/Advising Day event. |
| ngoing Activities: | By the 15th: |
| malaki ili ili il | |
| TOTAL | Send finalized Memorandum of Understanding for the upcoming academic year. |
| imission/registration. | Ongoing Activities: Process incoming admission requirements and rack registration readiness. |
| * | |

| APRIL ACTIVITIES | |
|--|---|
| PARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| By the end of the Month: | |
| Submit final student/course lists in | Registration for Fall Opens! |
| SmartSheet. | Ongoing Activities: |
| | Process incoming admission applications, |
| | requirements, and track registration readiness |
| | Pogiston students |
| 4 | Register students not dependent upon high school rosters. |
| | school rosters. |
| | |
| | |
| | 9 |
| MAY ACTIVITIES PARTNER ACTIVITIES | |
| By the 15 th : | COLLEGE ACTIVITIES |
| | By the end of the Month: |
| Aid students in finalizing the submission of any | Schedule Student Orientation Days with |
| admission/registration requirements. | Partners for late summer. |
| By the end of the Month: | Ongoing Activities: |
| Return signed MOU for the next academic year | Process incoming admission requirements and |
| o the College. | track registration readiness. |
| ubmit test scores for any student who may | Audit new student files. |
| eed to demonstrate TSI | stadent mes. |
| ompletion/exemption. | Register students not dependent upon high |
| | school rosters. |
| | |
| | |
| * | |
| JNE ACTIVITIES | |
| ARTNER ACTIVITIES | COLLEGE ACTIVITIES |
| the end of the Month: | Ongoing Activities: |
| entify any new embedded instructors or Dual | Audit new student files. |
| edit Completion Coaches for the next | |
| ademic year. | Register students not dependent upon high |
| s | school rosters. |
| | |
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| 1 | |
| 1 | |
| | |

JULY ACTIVITIES PARTNER ACTIVITIES COLLEGE ACTIVITIES By the end of the Month: By the end of the Month: Submit any changes to student/class lists due Ensure processing of new embedded faculty & to extenuating circumstances. completion coach applications for the upcoming academic year. Coordinate with the College on hosting Student Orientation in Late July/Early August. Collaborate/coordinate with Deans & Department Chairs to ensure all needed Fall classes are created and ready for Fall registration. Host Student Orientation on Partner's campus late July/early August. Host dual credit professional development for Partner administration/staff (including coaches & embedded faculty) on main campus and at the WRTTC **AUGUST ACTIVITIES** PARTNER ACTIVITIES COLLEGE ACTIVITIES Weekly: Weekly: For the first six weeks of school, send Reconcile high school rosters/lists with College rosters/lists of dual credit students once a courses and report discrepancies to Partner. week to the Dual Credit Service Center to ensure enrollment accuracy. By the end of the Month: Host dual credit professional development for Work with the Dual Credit Service Center to Partner administration/staff (including coaches resolve enrollment discrepancies. & embedded faculty) on main campus. By the end of the Month: Send signup forms for Fall Recruiting/Advising Attend dual credit professional Events. development. At least one representative from each Partner school must attend a professional As Soon As Possible: development session at the WRTTC in July or Register remaining students base on high the Main Campus in August. school rosters.

SEPTEMBER ACTIVITIES COLLEGE ACTIVITIES PARTNER ACTIVITIES By the end of the Month: By the 15th: Year in Review: reflect on the Fall Provide constructive feedback to the College Admission/Advising Cycle. Identify process on the Fall Admission/Advising cycle (January revisions. Develop Strategic Plan for the next through August). academic year. By the end of the Month: Identify new students who will start in the Spring. Refer students to the Dual Credit Service Center for Admission and assist student with collecting admission requirements. OCTOBER, NOVEMBER, & DECEMBER ACTIVITIES **COLLEGE ACTIVITIES** PARTNER ACTIVITIES By the end of October: By end of the first week in October: Finalize lists of which classes students will take Complete Spring Registration. in the Spring. By Thanksgiving Break: Program planning for next academic year with Finalize Admission requirements for new CTE Cooperative. students starting the Spring. Participate in Dual Credit Recruiting Events at By end of October: Partner campuses. Submit test scores to the Dual Credit Service Center. By December 15th: Collaborate with Deans & Department Chairs to By Thanksgiving Break: ensure all needed classes for Spring are created For schools in CTE Cooperative, participate in and ready for registration. program planning for the next academic year. By end of December: Host Dual Credit Recruiting Event at Partner

Run Drop/Fail/Withdraw report.

Submit test scores to the Dual Credit Service

campus.

Center.

By December 15th:



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program
Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Texas Leadership Public Schools (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

SECTION 1: ELIGIBILE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College's Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

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Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

<u>Non-Degree Seeking</u>: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- Early College Pathway: Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
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- Transfer In: Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

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SECTION 3: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

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Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires permission from the College.

Permission for a co-seated course may be granted by the College if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Requests for co-seated courses may be made by emailing <u>dualcredit@midland.edu</u>, with "Request for Co-seated Course" in the subject line.

SECTION 5: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency.

For additional information about College faculty teaching Program courses, see Appendix B: College Faculty and Instruction.

SECTION 6: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

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SECTION 8: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

SECTION 9: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

SECTION 10: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

SECTION 11: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

SECTION 12: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is

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f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

SECTION 13: FUNDING

State funding for Program courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and the Texas Higher Education Coordinating Board (Texas Education Code §61.059(q)).

The College will seek State funding both from the Financial Aid for Swift Transfer (FAST) program and through Performance Tier Funding. The Partner agrees to provide the College with student information necessary for State reporting to secure such funding.

SECTION 14: PROGRAM COSTS

Program Tuition & Fees: Program courses are provided to eligible students from the College's service area at no cost to the student.

Texas Leadership Public Schools covers the cost of CTE course materials.

SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact <u>dualcredit@midland.edu</u> to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is

shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

COLLEGE

Midland College 3600 N. Garfield Midland, TX 79705 Attn: Office of the President

With a copy to: 🕮

Midland College 3600 N. Garfield Midland, TX 79705 Attn: AVP of Instructional Support

PARTNER

With a copy to:

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

PARTNER

President, Midland College

Superintendent, Texas Leadership Public Schools

Date

PARTNER

Superintendent, Texas Leadership Public Schools

Date



MEMORANDUM OF UNDERSTANDING

Midland College Dual Credit Program
Academic Year 2025/2026

PURPOSE

This Memorandum of Understanding (referred to as the "Agreement") is entered into by Midland College (referred to as the "College") and Trinity School of Midland (referred to as the "Partner"). The purpose of this Agreement is to provide students with the opportunity to participate in the College's Dual Credit Program (referred to as the "Program"). Students participating in the Program earn both high school and College credit by completing courses that follow the College's curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
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- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
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SECTION 15: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a "new student orientation" for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

 The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a "Embedded Faculty") to teach Program courses.

SECTION 16: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact <u>dualcredit@midland.edu</u> to schedule a meeting with the College marketing team.

SECTION 17: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

SECTION 18: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

SECTION 19: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is

shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

SECTION 20: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

SECTION 21: NOTICE

Any notice given under this Agreement by either party may be effected 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 Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

| COLLEGE | PARTNER |
|---|--|
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: Office of the President | TRINITY SCHOOL OF MOLAND 3500 W. WARTY AUE. M. OLYMO TX 79705 AHTY: HOMO OF SCHOOL |
| With a copy to: | With a copy to: |
| Midland College 3600 N. Garfield Midland, TX 79705 Attn: AVP of Partnerships | TRINITY SCHOOL OF MICHANO 3500 W. WADLEY ALE MICHAND TX 79705 Attn: DIRECTOR OF COLUMN ACUSNIC |

SECTION 22: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

COLLEGE

President, Midland College

01. Mr. 7,85

Date

PARTNER

ead of School, Trinity School of Midland

My 2, 2025



Office of the Attorney General P.O. Box 12548 Austin, TX 78711

Re: Compliance with HB 4214 – Midland College Public Information Act Request Contracts

The following information is provided in compliance with HB 4214. The Midland College mailing and email addresses for Public Information Act requests are as follows:

U.S. Mail to:

Midland College Attn: Public Information Request 3600 N. Garfield Midland, TX 79705

Steve C. Kiser, Chair, Board of Trustees

| F | 2 | - | ш | |
|---|---|---|---|----|
| | | 9 | ш | ١. |

| PublicimormationRequest@midiand.edu | | |
|-------------------------------------|-------|--|
| | Date: | |
| Dr. Damon Kennedy, President | | |
| ÷ | Date: | |

Midland College Comparative Year-To-Date Operating Revenues August 31, 2025 (100% of Year Completed) Unaudited

| | Fis | Fiscal Year 2023-2024 | | | Fiscal Year 2024-2025 | | |
|----------------------------------|-----------------------------|-----------------------|---------------------|--------------------|-----------------------|---------------------|--|
| Source of Funds | Total Received FY 2023-2024 | Actual thru August | Percent Received | Original Budget | Actual thru August | Percent Received | |
| State Appropriation | 9,179,946 | 9,179,946 | 100.00% | 9,179,946 | 11,512,905 | 125.41% | |
| Ad Valorem Taxes | 38,785,628 | 38,785,628 | 100.00% | 41,634,773 | 42,948,041 | 103.15% | |
| Tuition and Fees | 12,076,508 | 12,076,508 | 100.00% | 12,004,813 | 11,505,365 | 95.84% | |
| Other Income | 6,457,555 | 6,457,555 | 100.00% | 4,511,775 | 6,150,310 | 136.32% | |
| Auxiliary | 1,513,975 | 1,513,975 | 100.00% | 1,430,500 | 1,371,617 | 95.88% | |
| Total Unrestricted and Auxiliary | 68,013,612 | 68,013,612 | 100.00% | 68,761,807 | 73,488,238 | 106.87% | |
| Restricted Funds | 11,559,439 | 11,559,439 | 100.00% | 14,637,910 | 9,251,145 | 63.20% | |
| Total Revenue | 79,573,051 | 79,573,051 | 100.00% | 83,399,717 | 82,739,383 | 99.21% | |

Midland College Comparative Year-To-Date Operating Expenses August 31, 2025 (100% of Year Completed) Unaudited

| | Fiscal Year 2023-2024 | | | Fis | cal Year 2024-2025 | 2024-2025 | |
|----------------------------------|-----------------------------|-----------------------|---------------------|--------------------|-----------------------|---------------------|--|
| | Total Expended FY 2023-2024 | Actual thru August | Percent Expended | Original Budget | Actual thru August | Percent Expended | |
| Instruction | 20,619,776 | 20,619,776 | 100.00% | 21,944,243 | 20,120,855 | 91.69% | |
| Public Service/Extension | 2,974,231 | 2,974,231 | 100.00% | 4,212,858 | 4,081,295 | 96.88% | |
| Academic Support | 8,631,186 | 8,631,186 | 100.00% | 7,809,408 | 7,109,666 | 91.04% | |
| Student Services | 4,481,200 | 4,481,200 | 100.00% | 5,297,389 | 4,789,819 | 90.42% | |
| Institutional Expense | 9,733,427 | 9,733,427 | 100.00% | 13,716,269 | 11,394,203 | 83.07% | |
| Physical Plant | 8,149,039 | 8,149,039 | 100.00% | 8,921,900 | 9,117,492 | 102.19% | |
| Auxiliary | 4,350,020 | 4,350,020 | 100.00% | 5,216,708 | 4,756,637 | 91.18% | |
| Transfers | 3,847,223 | 3,847,223 | 100.00% | 1,643,032 | 1,398,566 | 85.12% | |
| Total Unrestricted and Auxiliary | 62,786,102 | 62,786,102 | 100.00% | 68,761,807 | 62,768,533 | 91.28% | |
| Restricted Funds | 11,559,439 | 11,559,439 | 100.00% | 14,637,910 | 11,066,600 | 75.60% | |
| Total Current Fund Expenses | 74,345,541 | 74,345,541 | 100.00% | 83,399,717 | 73,835,133 | 88.53% | |

Midland College Comparative Year-To-Date Operating Expenses By Natural Expense Classification Unrestricted and Auxiliary Funds Only August 31, 2025 (100% of Year Completed) Unaudited

| | Fisc | al Year 2023-2024 | | Fisc | Fiscal Year 2024-2025 | | |
|---|--|--|--|--|--|---------------------------------------|--|
| | Total Expended FY 2023-2024 | Actual thru August | Percent Expended | Amended Budget | Actual thru August | Percent Expended | |
| Salaries & Benefits Non-Faculty Salary-FT Non-Faculty Salary-PT Faculty & Lab Salaries-FT Faculty & Lab Salaries-PT | 16,209,197 1,216,994 10,899,896 3,917,513 | 16,209,197 1,216,994 10,899,896 3,917,513 | 100.00% 100.00% 100.00% 100.00% | 20,021,126 1,665,060 12,688,640 3,813,503 | 18,206,348 1,083,439 11,422,203 4,254,933 | 90.94% 65.07% 90.02% 111.58% | |
| Staff Benefits Subtotal Salaries & Benefits | 7,691,940 39,935,540 | 7,691,940 39,935,540 | 100.00% 100.00% | 8,086,000 46,274,329 | 7,729,153 42,696,076 | 95.59% 92.27% | |
| Contracted Services | 4,848,854 | 4,848,854 | 100.00% | 4,308,138 | 5,305,055 | 123.14% | |
| Utilities | 1,626,886 | 1,626,886 | 100.00% | 1,944,400 | 1,615,904 | 83.11% | |
| Supplies and Consumables | 2,113,529 | 2,113,529 | 100.00% | 1,883,550 | 1,686,372 | 89.53% | |
| Other Operating | 7,070,115 | 7,070,115 | 100.00% | 9,527,723 | 7,326,787 | 76.90% | |
| Travel & Professional Development | 681,326 | 681,326 | 100.00% | 788,306 | 587,250 | 74.50% | |
| Equipment and Capital Outlay | 1,391,748 | 1,391,748 | 100.00% | 919,463 | 922,797 | 100.36% | |
| Scholarships & Financial Aid (Unrestricted) | 1,266,993 | 1,266,993 | 100.00% | 1,472,866 | 1,229,726 | 83.49% | |
| Debt Covenant and Other Transfers | 3,847,223 | 3,847,223 | 100.00% | 1,643,032 | 1,398,566 | 85.12% | |
| Total Unrestricted and Auxiliary | 62,782,214 | 62,782,214 | 100.00% | 68,761,807 | 62,768,533 | 91.28% | |

Pre-K Academy and Teaching Excellence Project Project Activity Through August 31, 2025

| | | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | Receipts | Outstanding Pledges | Receipts Pledges & Transfers |
|--|------------|-----------|-------------|-------------|------------|---------------------|------------------------------|------------------------------|
| Revenues and Transfers | | | | | | | | |
| Gifts & Contributions Transferred to College | | 6,477,510 | 18,698,931 | 3,000,000 | - | 28,176,441 | 124,578 | 28,301,019 |
| Gifts & Contributions held by Midland College Fo | oundation | - | - | 300,000 | - | 300,000 | | 300,000 |
| Transfers from College Operating Funds | | 3,000,000 | - | | | 3,000,000 | | 3,000,000 |
| | | 9,477,510 | 18,698,931 | 800,000 | <u>-</u> | 31,476,441 | 124,578 | 31,601,019 |
| | Budget | | | | | Expenses to Date | Encumbrance / Commitments | Expenses & Commitments |
| Expenses | | | | | | | | |
| General Contractor | 26,729,000 | 1,759,702 | 23,988,909 | 1,988,051 | - | 27,736,662 | 167,481 | 27,904,143 |
| Underground Fiber/Infrastructure | 250,000 | 245,980 | - | - | - | 245,980 | | 245,980 |
| Architect Fees | 1,969,131 | 1,436,271 | 506,652 | 79,528 | - | 2,022,451 | - | 2,022,451 |
| Project Management | 255,000 | 32,000 | 199,187 | 24,822 | - | 256,009 | - | 256,009 |
| Survey, Engineering, Testing | 210,000 | 118,687 | 121,473 | 132,000 | - | 372,160 | - | 372,160 |
| Furniture, Fixtures & Equipment | 629,463 | - | 840,218 | - | - | 840,218 | - | 840,218 |
| Electronics/Data | 552,326 | - | 787,684 | 29,331 | - | 817,015 | - | 817,015 |
| City of Midland Impact Fees | 50,000 | - | - | - | - | - | 50,000 | 50,000 |
| Owner's Contingency | 98,864 | _ | = | - | <u>-</u> _ | <u>-</u> _ | | |
| | 30,743,784 | 3,592,640 | 26,444,123 | 2,253,731 | - | 32,290,495 | 217,481 | 32,507,976 |
| Revenues Less Expenses | | 5,884,870 | (7,745,192) | (1,453,731) | - | (814,054) | | (906,957) |



Memo of Recommendation

TO: Dr. Damon Kennedy, President

FROM: Pervis Evans, Dean of Continuing Education Parker

CC: Dr. Frank De La O, Vice President of Instruction

SUBJECT: Continuing Education Course Fees

DATE: 09-10-2025

This memo is to recommend the following Continuing Education Course Fees for approval by the Board of Trustees:

- Proposed rates for 2025-2026 to be in effect beginning September 1, 2025
- Request the ability to add classes within the 2025-2026 academic year with a total course price not to exceed cost plus 30 percent

Documentation of current and proposed course fees is enclosed.

| Class | Price of Course (includes textbook, course fees, and testing fees) | | |
|--|--|--|--|
| College | Classics (Community Programs) | | |
| Political Geography | \$- | | |
| Clogging | \$- | | |
| English Paper Piece Quilting | \$- \$- \$- | | |
| Legacy Storytelling | \$- | | |
| Cognitive Psychology: How the Mind Works | \$- | | |
| Chair Yoga | \$- | | |
| Spanish for Life: Fundamentals and | \$- | | |
| Communication | | | |
| Pre-Columbian Americas | \$- | | |
| The Constitution Today | \$- | | |
| Computer Basics | \$- | | |
| Kids' | College (Community Programs) | | |
| Cartooning Fun | \$ 60.00 | | |
| Colorful Creations | \$ 60.00 | | |
| Makers' Space | \$ 120.00 | | |
| Ninja Obstacle Course Fitness | \$ 120.00 | | |
| Spanish Language Explorers | \$ 60.00 | | |
| Volleyball | \$ 60.00 | | |
| Young Coders | \$ 120.00 | | |
| Drones! | \$120.00 | | |
| Forms of Art | \$ 60.00 | | |
| Lego STEM Challenge | \$ 60.00 | | |
| Minecraft Redstone Engineers | \$ 120.00 | | |
| Robo Roundup | \$ 120.00 | | |
| Summer STEM Discovery | \$120.00 | | |
| Yoga and More | \$60.00 | | |
| Financial Literacy for Pre-Teens | \$60.00 | | |
| Kids Photography Workshop | \$ 60.00 | | |
| Dino DASH | \$120.00 | | |
| Pebble Pups - Geology 001 | \$60.00 | | |
| American Sign Language | \$60.00 | | |
| Basketball | \$60.00 | | |
| Clay | \$60.00 | | |
| Entrepreneurship & Job Readiness | \$60.00 | | |
| Ballroom Dancing | \$120.00 | | |
| Math Mechanics | \$60.00 | | |
| Speaking with Confidence | \$ 60.00 | | |
| Wildlife by Design | \$60.00 | | |
| Life Science | \$ 60.00 | | |
| Cheer & Dance | \$ 60.00 | | |
| Al Adventures – Intro to Machine | \$120.00 | | |
| Learning | · · | | |

| Code Explorers | \$ 120.00 |
|---------------------------------------|---------------------------------|
| Music, Maker, Movement | \$ 60.00 |
| Survival Tactics | \$ 60.00 |
| Personal I | Enrichment (Community Programs) |
| Community Band | \$ 55.00 |
| Opera 101 | \$ 55.00 |
| Instant Piano for Hopelessly Busy | \$ 59.00 |
| People | · |
| Instant Guitar for Hopelessly Busy | \$ 59.00 |
| People | |
| Digital Photography Basics | \$ 100.00 |
| Creative Photography | \$ 100.00 |
| Podcasting 101: From Idea to Air | \$ 150.00 |
| Evening Unwind with Yoga | \$ 80.00 |
| Relaxation & Meditation Techniques | \$80.00 |
| Country 2-Step | \$ 80.00 |
| Beginning Conversational Spanish | \$ 80.00 |
| Intermediate Conversational Spanish | \$ 80.00 |
| Crochet | \$ 65.00 |
| Your Voice, Your Story: Public | \$ 150.00 |
| Speaking & Personal Presence | Ţ 150.00 |
| Advanced Ceramics | \$ 150.00 |
| | Health Science CE |
| EMT Practicum | \$ 1,616.00 |
| Paramedic National Registry Prep | \$ 150.00 |
| Review | ¥ 200.00 |
| Paramedic National Registry Skills | \$ 75.00 |
| Exam | ¥ 13333 |
| West Texas Conference on Aging | \$ 50.00 |
| Alzheimer's Conference | \$ 20.00 |
| Hydrotherapy for Massage | \$ 159.39 |
| Massage Business Practices & | \$ 341.55 |
| Professional Ethics | T = 12.00 |
| Massage Internship | \$ 379.50 |
| Nurse Aide Classroom | \$ 500.00 |
| Nurse Aide Skills Assessment Class | \$ 200.00 |
| Nurse Aide Clinical | \$ 470.00 |
| Transcribed Chinesen | + \$ 120.00 (State Exam Fee) |
| Optometric Assistant | \$ 290.00 |
| Optometric Assistant II | \$ 200.00 |
| Pharmacy Technician | \$ 1,279.00 |
| | + \$129.00 (NHA Exam Fee) |
| Phlebotomy Classroom | \$ 400.00 |
| Phlebotomy Clinical | \$ 579.00 |
| Consist Tanias in Davids and the Land | + \$129.00 (NHA Exam Fee) |
| Special Topics in Developmental and | \$ 580.00 |
| Child Psychology | |

| PMI Basics: Introduction to Medical | \$ 239.00 |
|---|--|
| Coding | 4 222 22 |
| Patient Collections & A/R | \$ 239.00 |
| Management | |
| SIM-Diabetes Update | \$- |
| SIM-Pharmacology | \$- |
| Clinical Registered Nursing Clinical 1 | \$- |
| SIM-Clinical Registered Nursing Clinical 3 | \$- |
| SIM-Special Topics in Registered Nursing | \$- |
| Professional Nursing Skills Review | \$- |
| SIM-Advanced Intravenous Therapy | \$- |
| Clinical Registered Nursing Clinical 2 | \$- |
| | IR Courses (Workforce CE) |
| Essentials of HR | \$ 600.00 |
| CP/SCP Cert. Review | \$ 300.00 |
| CP/SCP Exam Prep | \$ 1,200.00 |
| Mici | rosoft Courses (Workforce CE) |
| Word Associate | \$ 250.00 |
| Excel Associate | \$ 250.00 |
| PowerPoint Associate | \$ 125.00 |
| Word Expert | \$ 250.00 |
| Excel Expert | \$ 250.00 |
| Real | Estate Courses (Workforce CE) |
| Principles I | \$ 300.00 |
| Principles II | \$ 300.00 |
| Law of Agency | \$ 300.00 |
| Law of Contracts | \$ 300.00 |
| Promulgated contracts | \$ 300.00 |
| Real Estate Finance | \$ 300.00 |
| Texas Real Estate Exam Prep | \$ 200.00 |
| Fire Courses - N | Aidland Fire Department (Workforce CE) |
| Fire Instructor I | \$ 200.00 |
| Fire Instructor II | \$ 200.00 |
| Fire Officer I | \$ 250.00 |
| Incident Safety Officer | \$ 250.00 |
| | Drone (Workforce CE) |
| FAA 107 | \$ 350.00 |
| | |

| Gene | ralized Courses (Workforce CE) |
|--|---|
| Estate Planning CEU | \$ 25.00 |
| Estate Planning CEPE | \$ 25.00 |
| Certified Financial Planner | \$ 25.00 |
| Intoxilyzer Operator Certificate | \$ 250.00 |
| MOBEC Estate Planning CEU | \$ 90.00 |
| MOBEC Estate Planning CPE | \$ 90.00 |
| MOBEC Estate Planning CFP | \$ 90.00 |
| MOBEC Estate Planning MCLE | \$ 90.00 |
| PBLEA Basic County Corrections | \$- |
| PBLEA Basic Peace Officer I - V | \$- \$- |
| PBLEA - Crime Scene Investigation | \$- |
| PBLEA - De-Escalation | \$- |
| PBLEA - Child Abuse Investigations | \$- |
| PBLEA - NICB Auto Theft Training | \$- |
| ITSW 1053: Introduction to | \$ 350.00 |
| Database/File Management | |
| | \$ 350.00 |
| ITSW 1058: Specialized Computer | |
| Applications | 0.250.00 |
| ITSE 1042: Intermediate | \$ 350.00 |
| Programming Languages | |
| ACNT 1002: Accounting I | \$ 350.00 |
| ACNT 1041: Accounting II | \$ 350.00 |
| A CNIT 1011 Linking develops to | \$ 350.00 |
| ACNT 1011: Introduction to Computerized Accounting | |
| <u> </u> | point Alliance (Workforce CE) |
| Refrigeration Principles | \$- |
| Electricity Principles | |
| Basic Electrical Wiring | \$- |
| Basic Electricity for HVAC | \$- \$- |
| Workplace Safety | \$- |
| | Oil and Gas (PPDC) |
| Intro to Oilfield Operations | \$800.00 |
| Managing Sucker Rod Lift Well | \$ 650.00 |
| Failures | , ssc.sc |
| TIBCO Spotfire for Oil & Gas | \$ 500.00 |
| Professionals - Beginner | , |
| TIBCO Spotfire for Oil & Gas | \$ 625.00 |
| Professionals - Intermediate | , |
| Python for Oil & Gas Professionals - | \$500.00 |
| Beginner | |
| | - |

| Right of Way Acquisitions Training | \$ 500.00 |
|--|--|
| Right of Way Route Selection Training | \$500.00 |
| Basic Drilling Technology | \$650.00 |
| Petroleum Engineering for Non- Engineers | \$ 650.00 |
| Oil & Gas Performance Metrics | \$ 400.00 |
| Intro to Oil & Gas Reserves | \$ 1050.00 |
| Intro to SQL | \$ 475.00 |
| Advanced SQL | \$ 575.00 |
| The Waterflooding: Performance Predictions & Surveillance | \$ 3,975.00 |
| Basics of Crude, Gas & NGL Contracts | \$ 450.00 |
| Advanced Crude, Gas & NGL Contracts/Marketing for the Marketing Professional | \$ 550.00 |
| Well Service & Work Over Pressure Control | \$ 475.00 |
| Petroleum Geology for Non- Geologists (30 Hours) | \$ 1,835.00 |
| Earth Science Teacher Education (online) | \$ 1,000.00 |
| Petroleum Land Basics: Becoming Landwise | \$ 1,250.00 |
| Oilfield Terminology | \$ 625.00 |
| Permian Basin Gas Processors Association Technical Training | \$- |
| WTGS Fall Symposium | \$- |
| Permian Basin Environmental Regulatory Seminar | \$ 250 (Early Bird) \$ 300 (Standard) |
| Economic Evaluation & Investment Decision Making | \$ 2,700.00 |

| Intro. to Power BI for Oil & Gas | \$ 1,200.00 |
|-----------------------------------|--|
| Risk Manage | ement Institute (Texas Mutual Grant) |
| Adult & Pediatric CPR | \$- |
| Basic Life Support | |
| OSHA 10 | \$- |
| OSHA 30 | \$- \$- \$- \$- \$- \$- \$- \$- |
| H2S Clear Training | \$- |
| Basic Pipeline | \$- |
| Safeland USA | \$- |
| Incident & Accident Investigation | \$- |
| IDAC Basin United Fundamentals | \$- |
| IDAC Basin United Leadership | \$- |
| American Society of Safety | \$- |
| Professionals | |
| AED Awareness | \$- |
| Stop the Bleed | \$- |
| Permian Basin STEPS | \$- \$- |
| Forklift Operator | \$- |
| | Transportation Training |
| Commercial Vehicle & Brake | \$ 650.00 |
| Inspector | |
| DOT Audit & Recordkeeping Seminar | \$ 150.00 |
| DOT Compliance Mgr. Training | \$ 1,500.00 |
| Professional Truck Driving | \$ 4,350.00 |
| CDL Exam Preparation | \$ 200.00 |
| Commercial Driver's License | \$ 50.00 |
| Overview-Pre-Permit | |
| Crash Investigation for Motor | \$ 750.00 |
| Carriers | |
| Qualified Commercial Vehicle | \$ 650.00 |
| Inspector & Brake Inspector | |
| Defensive Driving Course - | \$ 500.00 |
| Professional Truck Driver | |
| Hazardous Materials Transport | \$ 200.00 |
| Fundamentals of Brake Systems | \$ 1,800.00 |
| CDL Refresher Course | \$ 500.00 |
| Load Securement | \$ 250.00 |
| Passenger Endorsement | \$ 1,200.00 |
| | |

⁻Proposed rates for 2025-2026 would be in effect September 1, 2025.

⁻Request the ability to add classes within the 2025-2026 academic year with a total course price not to exceed cost plus 30 percent.



Laboratory and Special Charges Recommendation Regular Board Meeting September 16, 2025 Consideration of Approval of Testing Fees for 2025-2026

RECOMMENDATION

The administration recommends that the Board of Trustees approve proposed additions and changes to testing fees for 2025-2026 academic year.

- Accuplacer Placement \$15
- Online TEAS \$15
- TCFP \$25
- TSI web-vouchers \$25



Memo of Recommendation

TO: Dr. Damon Kennedy, President

FROM: Pervis Evans, Dean of Continuing Education Parker

CC: Dr. Frank De La O, Vice President of Instruction

SUBJECT: Continuing Education Course Fees

DATE: 09-10-2025

This memo is to recommend the following Continuing Education Course Fees for approval by the Board of Trustees:

- Proposed rates for 2025-2026 to be in effect beginning September 1, 2025
- Request the ability to add classes within the 2025-2026 academic year with a total course price not to exceed cost plus 30 percent

Documentation of current and proposed course fees is enclosed.

| Class | Price of Course (includes textbook, course fees, and testing fees) |
|--|--|
| College | Classics (Community Programs) |
| Political Geography | \$- |
| Clogging | \$- |
| English Paper Piece Quilting | \$- \$- \$- |
| Legacy Storytelling | \$- |
| Cognitive Psychology: How the Mind Works | \$- |
| Chair Yoga | \$- |
| Spanish for Life: Fundamentals and | \$- |
| Communication | |
| Pre-Columbian Americas | \$- |
| The Constitution Today | \$- |
| Computer Basics | \$- |
| Kids' | College (Community Programs) |
| Cartooning Fun | \$ 60.00 |
| Colorful Creations | \$ 60.00 |
| Makers' Space | \$ 120.00 |
| Ninja Obstacle Course Fitness | \$ 120.00 |
| Spanish Language Explorers | \$ 60.00 |
| Volleyball | \$ 60.00 |
| Young Coders | \$ 120.00 |
| Drones! | \$120.00 |
| Forms of Art | \$ 60.00 |
| Lego STEM Challenge | \$ 60.00 |
| Minecraft Redstone Engineers | \$ 120.00 |
| Robo Roundup | \$ 120.00 |
| Summer STEM Discovery | \$120.00 |
| Yoga and More | \$60.00 |
| Financial Literacy for Pre-Teens | \$60.00 |
| Kids Photography Workshop | \$ 60.00 |
| Dino DASH | \$120.00 |
| Pebble Pups - Geology 001 | \$60.00 |
| American Sign Language | \$60.00 |
| Basketball | \$60.00 |
| Clay | \$60.00 |
| Entrepreneurship & Job Readiness | \$60.00 |
| Ballroom Dancing | \$120.00 |
| Math Mechanics | \$60.00 |
| Speaking with Confidence | \$ 60.00 |
| Wildlife by Design | \$ 60.00 |
| Life Science | \$ 60.00 |
| Cheer & Dance | \$ 60.00 |
| Al Adventures – Intro to Machine | \$120.00 |
| Learning | |

| Code Explorers | \$ 120.00 |
|---|--------------------------------|
| Music, Maker, Movement | \$60.00 |
| Survival Tactics | \$60.00 |
| Personal E | nrichment (Community Programs) |
| Community Band | \$55.00 |
| Opera 101 | \$55.00 |
| Instant Piano for Hopelessly Busy | \$59.00 |
| People | , |
| Instant Guitar for Hopelessly Busy | \$ 59.00 |
| People | |
| Digital Photography Basics | \$ 100.00 |
| Creative Photography | \$ 100.00 |
| Podcasting 101: From Idea to Air | \$150.00 |
| Evening Unwind with Yoga | \$80.00 |
| Relaxation & Meditation Techniques | \$80.00 |
| Country 2-Step | \$80.00 |
| Beginning Conversational Spanish | \$80.00 |
| Intermediate Conversational Spanish | \$80.00 |
| Crochet | \$65.00 |
| Your Voice, Your Story: Public | \$ 150.00 |
| Speaking & Personal Presence | Ş 150.00° |
| Advanced Ceramics | \$ 150.00 |
| | Health Science CE |
| EMT Practicum | \$1,616.00 |
| Paramedic National Registry Prep | \$ 150.00 |
| Review | ų |
| Paramedic National Registry Skills | \$ 75.00 |
| Exam | , , , , , , |
| West Texas Conference on Aging | \$ 50.00 |
| Alzheimer's Conference | \$ 20.00 |
| Hydrotherapy for Massage | \$ 159.39 |
| Massage Business Practices & | \$341.55 |
| Professional Ethics | ¥ 2 (2.00 |
| Massage Internship | \$ 379.50 |
| Nurse Aide Classroom | \$500.00 |
| Nurse Aide Skills Assessment Class | \$ 200.00 |
| Nurse Aide Clinical | \$ 470.00 |
| I a a a a a a a a a a a a a a a a a a a | + \$ 120.00 (State Exam Fee) |
| Optometric Assistant | \$ 290.00 |
| Optometric Assistant II | \$ 200.00 |
| Pharmacy Technician | \$ 1,279.00 |
| | + \$129.00 (NHA Exam Fee) |
| Phlebotomy Classroom | \$ 400.00 |
| Phlebotomy Clinical | \$ 579.00 |
| Custol Toules in Developmental and | + \$129.00 (NHA Exam Fee) |
| Special Topics in Developmental and | \$ 580.00 |
| Child Psychology | |

| PMI Basics: Introduction to Medical | \$ 239.00 |
|---|--|
| Coding | 4 222 22 |
| Patient Collections & A/R | \$ 239.00 |
| Management | |
| SIM-Diabetes Update | \$- |
| SIM-Pharmacology | \$- |
| Clinical Registered Nursing Clinical 1 | \$- |
| SIM-Clinical Registered Nursing Clinical 3 | \$- |
| SIM-Special Topics in Registered Nursing | \$- |
| Professional Nursing Skills Review | \$- |
| SIM-Advanced Intravenous Therapy | \$- |
| Clinical Registered Nursing Clinical 2 | \$- |
| | IR Courses (Workforce CE) |
| Essentials of HR | \$ 600.00 |
| CP/SCP Cert. Review | \$ 300.00 |
| CP/SCP Exam Prep | \$ 1,200.00 |
| Mici | rosoft Courses (Workforce CE) |
| Word Associate | \$ 250.00 |
| Excel Associate | \$ 250.00 |
| PowerPoint Associate | \$ 125.00 |
| Word Expert | \$ 250.00 |
| Excel Expert | \$ 250.00 |
| Real | Estate Courses (Workforce CE) |
| Principles I | \$ 300.00 |
| Principles II | \$ 300.00 |
| Law of Agency | \$ 300.00 |
| Law of Contracts | \$ 300.00 |
| Promulgated contracts | \$ 300.00 |
| Real Estate Finance | \$ 300.00 |
| Texas Real Estate Exam Prep | \$ 200.00 |
| Fire Courses - N | Aidland Fire Department (Workforce CE) |
| Fire Instructor I | \$ 200.00 |
| Fire Instructor II | \$ 200.00 |
| Fire Officer I | \$ 250.00 |
| Incident Safety Officer | \$ 250.00 |
| Drone (Workforce CE) | |
| FAA 107 | \$ 350.00 |
| | |

| Estate Planning CEPE Certified Financial Planner Certified Financial Planner S 25 Intoxilyzer Operator Certificate MOBEC Estate Planning CEU MOBEC Estate Planning CPE MOBEC Estate Planning MCLE PMOBEC Estate Planning MCLE PBLEA Basic County Corrections PBLEA Crime Scene Investigation PBLEA - Crime Scene Investigation PBLEA - De-Escalation PBLEA - NICB Auto Theft Training ITSW 1053: Introduction to Database/File Management ITSW 1053: Specialized Computer Applications ITSE 1042: Intermediate Programming Languages ACNT 1041: Accounting I ACNT 1011: Introduction to Computerized Accounting Skillpoint Alliance (Workforce CE) Refrigeration Principles Electricity Principles Basic Electricity for HVAC Workplace Safety Oil and Gas (PPDC) Intro to Oilfield Operations \$ 300 | Generalized Courses (Workforce CE) | |
|---|--------------------------------------|-------------------------------|
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| Intoxilyzer Operator Certificate \$250 MOBEC Estate Planning CEU \$9 MOBEC Estate Planning CFP \$90 MOBEC Estate Planning MCLE *90 MOBEC Estate Planning MCLE MOBEC Estate Plan | Estate Planning CEPE | \$ 25.00 |
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| | · · | \$ 650.00 |
| | | y 656.65 |
| TIBCO Spotfire for Oil & Gas \$500 | | \$ 500.00 |
| Professionals - Beginner | · | |
| | - | \$ 625.00 |
| Professionals - Intermediate | • | |
| Python for Oil & Gas Professionals - \$500 | Python for Oil & Gas Professionals - | \$ 500.00 |
| Beginner | | |

| Right of Way Acquisitions Training | \$ 500.00 |
|--|--|
| Right of Way Route Selection Training | \$500.00 |
| Basic Drilling Technology | \$650.00 |
| Petroleum Engineering for Non- Engineers | \$ 650.00 |
| Oil & Gas Performance Metrics | \$ 400.00 |
| Intro to Oil & Gas Reserves | \$ 1050.00 |
| Intro to SQL | \$ 475.00 |
| Advanced SQL | \$ 575.00 |
| The Waterflooding: Performance Predictions & Surveillance | \$ 3,975.00 |
| Basics of Crude, Gas & NGL Contracts | \$ 450.00 |
| Advanced Crude, Gas & NGL Contracts/Marketing for the Marketing Professional | \$ 550.00 |
| Well Service & Work Over Pressure Control | \$ 475.00 |
| Petroleum Geology for Non- Geologists (30 Hours) | \$ 1,835.00 |
| Earth Science Teacher Education (online) | \$ 1,000.00 |
| Petroleum Land Basics: Becoming Landwise | \$ 1,250.00 |
| Oilfield Terminology | \$ 625.00 |
| Permian Basin Gas Processors Association Technical Training | \$- |
| WTGS Fall Symposium | \$- |
| Permian Basin Environmental Regulatory Seminar | \$ 250 (Early Bird) \$ 300 (Standard) |
| Economic Evaluation & Investment Decision Making | \$ 2,700.00 |

| Intro. to Power BI for Oil & Gas | \$ 1,200.00 |
|-----------------------------------|--|
| Risk Manage | ement Institute (Texas Mutual Grant) |
| Adult & Pediatric CPR | \$- |
| Basic Life Support | |
| OSHA 10 | \$- |
| OSHA 30 | \$- \$- \$- \$- \$- \$- \$- \$- |
| H2S Clear Training | \$- |
| Basic Pipeline | \$- |
| Safeland USA | \$- |
| Incident & Accident Investigation | \$- |
| IDAC Basin United Fundamentals | \$- |
| IDAC Basin United Leadership | \$- |
| American Society of Safety | \$- |
| Professionals | |
| AED Awareness | \$- |
| Stop the Bleed | \$- |
| Permian Basin STEPS | \$- \$- |
| Forklift Operator | \$- |
| | Transportation Training |
| Commercial Vehicle & Brake | \$ 650.00 |
| Inspector | |
| DOT Audit & Recordkeeping Seminar | \$ 150.00 |
| DOT Compliance Mgr. Training | \$ 1,500.00 |
| Professional Truck Driving | \$ 4,350.00 |
| CDL Exam Preparation | \$ 200.00 |
| Commercial Driver's License | \$ 50.00 |
| Overview-Pre-Permit | |
| Crash Investigation for Motor | \$ 750.00 |
| Carriers | |
| Qualified Commercial Vehicle | \$ 650.00 |
| Inspector & Brake Inspector | |
| Defensive Driving Course - | \$ 500.00 |
| Professional Truck Driver | |
| Hazardous Materials Transport | \$ 200.00 |
| Fundamentals of Brake Systems | \$ 1,800.00 |
| CDL Refresher Course | \$ 500.00 |
| Load Securement | \$ 250.00 |
| Passenger Endorsement | \$ 1,200.00 |
| | |

⁻Proposed rates for 2025-2026 would be in effect September 1, 2025.

⁻Request the ability to add classes within the 2025-2026 academic year with a total course price not to exceed cost plus 30 percent.



Midland College

Laboratory and Special Charges Recommendation Regular Board Meeting September 16, 2025 Consideration of Approval of Testing Fees for 2025-2026

RECOMMENDATION

The administration recommends that the Board of Trustees approve proposed additions and changes to testing fees for 2025-2026 academic year.

- Accuplacer Placement \$15
- Online TEAS \$15
- TCFP \$25
- TSI web-vouchers \$25



Midland College

Purchase Request Regular Board Meeting September 16, 2025 Consideration of Approval to Purchase O'Shaughnessy Hall Furniture, Fixtures, and Equipment Amount: \$215,602.36

PURCHASE RECOMMENDATION

The administration recommends that the Board of Trustees award a contract to Foliot Furniture and Officewise Commercial Interiors to purchase furniture, fixtures, and equipment (FF&E) for O'Shaughnessy Hall dorm. Both vendors are on a cooperative purchasing contract for dorm furniture, fixtures and equipment and meets all required specifications.

BACKGROUND

Midland College is renovating the O'Shaughnessy Hall dorm and will be installing all new FF&E. Pricing was obtained from cooperative contracts and the award split between two vendors. The award to Foliot is \$167,232.52 and the award to Officewise Commercial Interiors is \$48,369.84

IMPACT OF THIS ACTION

If approved, this will allow the College to complete the renovation of the dorm with FF&E.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

\$215,602.36 - This expenditure will be funded with the fund balance, subject to Board approval.

PURCHASING CONTRACT TIMELINE

Furniture will be ordered after board approval and installation should be by late Fall.

ATTACHMENTS

DLR Specifications DLR Proposal Review



DLR Group Inc. of Texas

a Texas corporation

1000 Louisiana Street, Suite 1100 Houston, TX 77002

August 20, 2025

Re: Midland College O'Shaughnessy Hall Renovation

DLR Group Project No.: 39-24172-00

Dear Bidder:

This request is for residential housing product recommendations, pricing, lead-times, delivery and installation, purchasing options (direct or through a dealership) for the renovation of O'Shaughnessy Hall at Midland College. Questions are to be sent via email to Gretchen Holy gholy@dlrgroup.com and LaVell Fish lfish@dlrgroup.com by end of day September 05, 2025. Questions and answers will be shared with each contact by end of day September 12, 2025. Proposal responses are due by 4pm CST September 26, 2025 in a digital format.

O'Shaughnessy Hall has 44 Residential Units + 1 Manager Unit

For Unit pricing please provide pricing for a Wood option and a Metal option. Please provide images and product recommendations, pricing, lead-times, delivery and installation, purchasing options (direct or through a dealership) in your response.

Each residence unit needs two (2) of the following:

- XL Twin Bed Frame with lofting capabilities (Frame to be configurable to allow 2-drawer dresser under frame)
- XL Twin Mattress (if applicable)
- Desk with drawer 30"Dx48"W (4 of the 44 units will need ADA desks)
- Desk Chair, sled base preferred
- Wardrobe, prefer locking with locking casters, 24"Dx36"W
- 2-drawer dresser (to be located under bed)

1 Manager Unit

- Queen Bed Frame
- Queen Mattress
- 2 Bedside Tables with Drawers 18"Wx21"D
- 4 Dining Armchairs
- Dining Table 48" Dia.
- 2-seat Sofa
- Coffee Table 24"Wx36"D
- Lounge Chair
- Side Table 18" Dia.
- TV Console/Table 18"Dx60"W

Midland College O'Shaughnessy Hall Renovation

August 20, 2025

Page 2

For the following, see attached renders for Basis of Design furniture product aesthetics and price the items separately. Furniture sizes listed below are based on conceptual floor plans.

Level 1

Lobby

- Ergonomic Task Chair
- 4 Lounge Chairs
- 2 Side Tables 18" Dia.
- Coffee Table
- "L"-shaped Sectional Sofa; seats 6

Study Room

• 4-leg Castered Armless Chair with Upholstered Seat Pad

Manager Office

- Ergonomic Task Chair
- Desk 30"Dx60"W with BBF Drawer and Pencil Drawer
- 4-leg Castered Armless Chair with Upholstered Seat Pad

Kitchenette

- 8 Bar-height 4-leg Stools (30"H)
- 2 Bar-height Tables 30"Wx60"Dx42"H

Lounge

- 2 Lounge Chairs
- · Sofa; seats 2
- Coffee Table 36" Sq or Dia.
- Side Table 18" Dia.
- Sofa, Armless, 36"Dx96"W
- (3) 4-leg Wood Armchairs with Upholstered Seats
- 3 Dining-height Tables 30" Sq.
- 2 Planters, each roughly 12"Dx48"Wx36"H

Level 2

Study

- (4) 4-leg Castered Armless Chair with Upholstered Seat Pad
- Table 54" Dia.

Study

- (4) 4-leg Castered Armless Chair with Upholstered Seat Pad
- Table 36"Wx60"L

Lounge

- Table 30"Wx36"L
- Table 30"Wx42"L
- 3 Lounge Chairs
- 3 Sofas, each roughly 36"Dx90"W
- 3 Side Tables 18" Dia.
- Coffee Table, roughly 48" Sq.

Midland College O'Shaughnessy Hall Renovation

August 20, 2025 Page 3

Sincerely, DLR Group



Gretchen Holy, IIDA Higher Education Interiors Leader

cc:

Dr. Deana Savage – Midland College Curt Pervier – Midland College Michael Perrin – Project Control Steven Hill - Project Control LaVell Fish – DLR Group Kendyl Smith - DLR Group



Request for Proposal

Proposal requests were sent to 4 dealer/manufacturers.

Bid Received

- Officwise
- Folio Furniture

Declined to Bid

- Blockhouse
- Sauder Education



Total Sell \$401,523.04

Total List: \$1,250,195.00

Pros

- 1. Local Dealer.
- 2. Local repair team.
- 3. Better quality public space options.

Cons

- 1. No wood option for bed.
- 2. Higher cost to have access to local dealer.





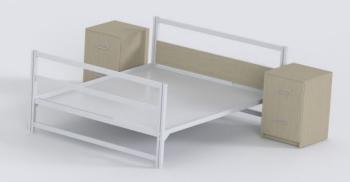






Manager Unit Furniture Images







Public Furniture Images





Total Sell \$171,812.52

Pros

- 1. Wood finish for dorm elements.
- 2. Lower cost buying direct from manufacturer.

Cons

- 1. No local dealer
- 2. Call Folio for service, will ship parts for repair
- 3. Lower quality public space options.





Dorm Unit Furniture Images



Manager Unit Furniture Images



Manager Office





















Public Furniture Images











Recommendation

Folio

Dorm Suite and Manager Suite \$167,232.52

Office Wise

Public Spaces \$48,369.84

Total Estimate \$215,602.36

* Discounts may not be as deep when product is split between dealers

** Includes original quotes for delivery & installation

* * * Does not include taxes







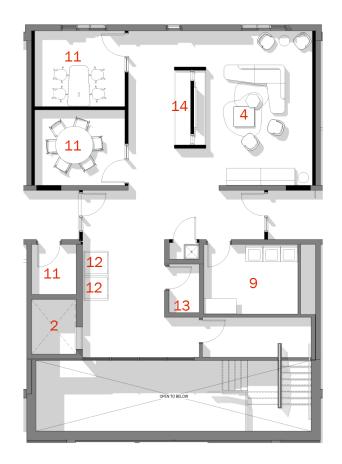
Level 1 Entry & Commons



Space Legend:

| 1. | Reception |
|-----|-----------------|
| 2. | Elevator |
| 3. | Restroom |
| 4. | Lounge |
| 5. | Private Booth |
| 6. | Manager Office |
| 7. | Kitchen |
| 8. | Dining |
| 9. | Laundry |
| 10. | Tech / Computer |
| 11. | Study Room |

Level 2 Commons



Space Legend:

| 1. | Reception |
|-----|--------------------------|
| 2. | Elevator |
| 3. | Restroom |
| 4. | Lounge |
| 5. | Private Booth |
| 6. | Manager Office |
| 7. | Kitchen |
| 8. | Dining |
| 9. | Laundry |
| 10. | Tech / Computer |
| 11. | Study Room |
| 12. | Quiet Booth |
| 13. | Telecom |
| 14. | Student Resource Station |
| | |







Key Plan - Level 1









Key Plan - Level 1









Key Plan - Level 1









Key Plan - Level 2











Carpet

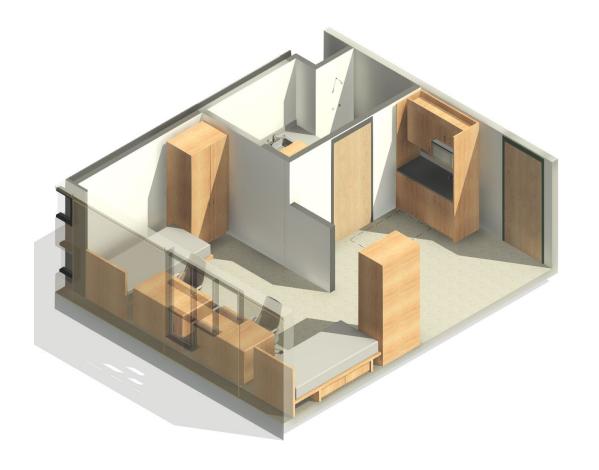


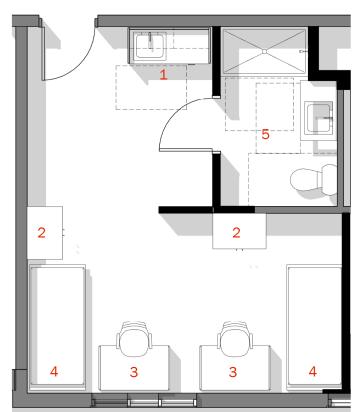


DESIGN PHASE

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Typical Suite





Space Legend:

Kitchenette
 Armoire
 Desk
 Bed
 Bathroom

Proposed Plan



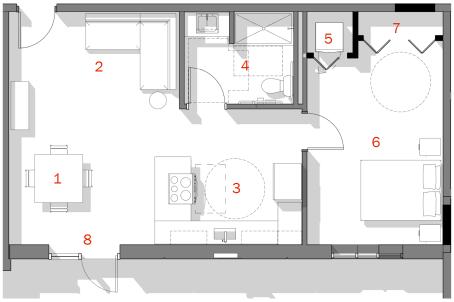
COPYRIGHT © 2024

THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO



Manager's Residence





Updated Layout

Space Legend:

| 1. | Dinning |
|----|----------------|
| 2. | Living Room |
| 3. | Kitchen |
| 4. | Bathroom |
| 5. | Laundry |
| 6. | Bedroom |
| 7. | Storage |
| 8. | Optional Entry |
| | |

Key Plan - Level 1





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Midland College

Purchase Request Regular Board Meeting September 16, 2025 Consideration for Approval of Design Services – Tennis Pro Shop

PURCHASE RECOMMENDATION

The administration recommends that the Board of Trustees award a contract to Parkhill to provide architectural services for the renovation of the Tennis Pro Shop.

IMPACT OF THIS ACTION

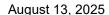
Parkhill was qualified in February 2024 through a formal RFQ process for architectural services. In partnership with Midland College Tennis, Inc., Midland College seeks to continue the revitalization of the Tennis Courts and Pro Shop. Parkhill was selected through this partnership to lead the redesign of the Pro Shop.

BUDGET INFORMATION (INCLUDING ANY STAFFING IMPLICATIONS)

The estimated expenditure for this project is \$60,400, which will be funded through donations received via the Midland College Foundation, pending Board approval. No staffing implications are anticipated at this time.

ATTACHMENTS

Parkhill Agreement for Professional Services





Mr. Jeff Chambers Vice President for Administrative Services Midland College 3600 N Garfield Street Midland, Texas 79705

RE: Agreement for Professional Services Midland College Tennis Pro Shop Renovation Project Address: 3600 N Garfield St, Midland, TX 79705

Dear Mr. Chambers:

PARKHILL is pleased to have the opportunity to provide Architectural services to Midland College (CLIENT) for the Tennis Pro Shop Renovation (Project).

We understand the Basic Services (Scope of Work) you require to be:

- 1. PARKHILL will review the program furnished by the CLIENT to ascertain the requirements of the Project and will arrive at mutual understanding of such requirements with the CLIENT. Initially the program is to demolish the existing interior of the approximately 1,600 square foot Tennis Pro Shop and rebuild the interior spaces including larger restrooms.
- 2. Based on the mutually agreed upon program, schedule, and construction budget requirements, PARKHILL will prepare for approval by the CLIENT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- 3. PARKHILL will submit to the CLIENT a preliminary Opinion of Probable Construction Cost based on current area, volume, and other unit costs.
- 4. Based on the approved Schematic Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the CLIENT, PARKHILL will prepare, for approval by the CLIENT, Design Development Documents setting forth the final configuration of the buildings and the products to be used for the construction of the Project.
- 5. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the CLIENT, PARKHILL will prepare, for approval by the CLIENT, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.
- 6. PARKHILL will assist the CLIENT in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the CLIENT and the Contractor.
- 7. PARKHILL will advise the CLIENT of any adjustments to previous Opinion of Probable Construction Cost required by changes to the scope or market conditions.
- 8. PARKHILL will inform the CLIENT to the best of their knowledge and will assist the CLIENT in connection with the CLIENT's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.
- 9. PARKHILL, following the CLIENT's approval of the Construction Documents and of the latest Opinion of Probable Cost, will assist the CLIENT in obtaining bids or negotiating proposals and assist in awarding and preparing contracts for construction of the Project.

- 10. PARKHILL will be the representative of and will advise and consult with the CLIENT during construction until the final payment to the Contractor is due. PARKHILL will have authority to act on behalf of the CLIENT only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 11. PARKHILL will visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the CLIENT and PARKHILL in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, if completed, will be in accordance with the Contract Documents. Unless requested otherwise, site observation visits will occur twice a month for the duration of construction, and any requested additional site visits will be Supplemental Services. PARKHILL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an architect or engineer, PARKHILL will keep the CLIENT informed of the progress and quality of the Work.
- 12. Based on PARKHILL's observations and evaluations of the Contractor's Applications for Payment, PARKHILL will review and certify the amounts due the Contractor.
- 13. PARKHILL will be the representative of and will advise and consult with the CLIENT during construction until 30 days after the Date of Substantial Completion or occupancy by the CLIENT, whichever occurs first. Time and expenses spent beyond 30 days after the Date of Substantial Completion are supplemental services and will be billed using PARKHILL's standard hourly rate schedule.
- 14. PARKHILL will develop a preliminary generic furniture floorplan to align with verified types and use of space. This will be included in the final deliverable document for use by the CLIENT.

Services specifically excluded from our scope of services include, but are not limited to, the following:

- Surveys and Geotechnical Reports
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Construction Material Testing
- Texas Department of Health Demolition Notification
- Construction Observation Services
- Preparation of Construction Documents for more than one bid package
- Specific design of furnishings and/or furniture procurement services for the Owner

A tentative schedule for submitting our work for review is as follows:

- Delivery of Schematic Design documents within 21 days of receipt of a fully executed agreement.
- Delivery of Design Development documents within 14 days of Schematic Design approval.
- Delivery of Construction Documentation within 21 days of Design Development approval.
- Estimated date to receive Contractor proposals within 40 days of Construction Documentation approval.

Changes to the above schedule may become necessary due to changes in scope or other circumstances beyond PARKHILL's control.

Our fees for the Basic Services and Supplemental Services described above will be based on an hourly rate. This is estimated to be **Fifty-Nine Thousand Dollars and NO/100 Cents (\$59,000.00)**. The current hourly rates are enclosed as <u>Exhibit C</u>. Invoices will reflect the hourly rate schedule currently in effect for each calendar year.

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling costs. Reimbursable expenses include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately \$1,400.

Optional supplemental services may include "fly-through" animations, video presentations, exterior and interior renderings (photo-realistic), printed brochures and fundraising collateral. These costs will be determined based on the desired level of presentation materials required and billed as reimbursable expenses.

Invoices will be sent to Jeff Chambers, Midland College, 3600 N Garfield St, Midland, TX 79705. PARKHILL will also send invoices via the email address ichambers@midland.edu.

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building owners and to architects and engineers. The enclosed **Standard Conditions** (Exhibit A) gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this agreement. We will be glad to discuss these issues with you at your convenience.

You may indicate your acceptance of this agreement and the Standard Conditions by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

| PARKHILL | MIDLAND COLLEGE (CLIENT) |
|--|--------------------------|
| By Brian H. Griggs, AIA Partner-in-Charge | Signature: |
| | Title: |
| By R. Ashley Coco Senior Architect Senior Associate | Date: |
| BHG/rac | |
| Enclosures: Exhibit A – Standard Conditions | |

CC: Karan Eves, Midland College Tennis Association, Inc.

<u>Exhibit B</u> – Certificates of Insurance Exhibit C – Hourly Rate Schedule

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, landscape architects in Texas."

EXHIBIT A

STANDARD CONDITIONS: CLIENT and PARKHILL agree to and accept the following terms and conditions pursuant to and as a part of the parties' Agreement for Professional Services:

ARTICLE 1. INVOICING AND SERVICES

1.1 INVOICING

Payments for services rendered by PARKHILL or for other fees or expenses required by this Agreement are due and payable, and the parties reserve all rights pursuant to Texas Government Code, Chapter 2251, commonly referred to as the Texas Prompt Payment Act. In addition, PARKHILL and CLIENT shall be entitled to any other legal and equitable remedies allowed by applicable law.

1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, PARKHILL shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that PARKHILL is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, PARKHILL shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. PARKHILL does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

PARKHILL shall not be required to sign any document, no matter by whom requested, that would result in PARKHILL having to certify, guarantee, or warrant the existence of conditions whose existence PARKHILL cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with PARKHILL or payment of any amount due to PARKHILL contingent upon PARKHILL signing any such document.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, CLIENT understands that PARKHILL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors' methods of pricing, and that PARKHILL's estimates or opinions of probable construction costs are made on the basis of PARKHILL's professional judgment and experience. PARKHILL makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from PARKHILL's estimates or opinions of probable construction cost.



1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that PARKHILL's scope of services does not include any services related to the presence of any hazardous or toxic materials. If PARKHILL or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to PARKHILL that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of PARKHILL's services, PARKHILL may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.5 ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act, as amended (ADA), and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code and does not use prescriptive language. PARKHILL, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. PARKHILL, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the Project.

CLIENT and PARKHILL understand that, unless exempted by applicable law, the Project must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with Texas Accessibility Standards (TAS) requirements. PARKHILL will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the Project, TDLR requires an inspection of the Project for compliance confirmation. However, PARKHILL cannot and does not warrant or guarantee that different rules and/or interpretation may be applied to CLIENT's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review may be required, and any additional services to be performed by PARKHILL in order to meet or address those requirements will be charged to and payable by CLIENT.

1.6 STANDARD OF CARE BY PARKHILL AND LIMITED WARRANTY

In providing services under this Agreement, PARKHILL shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. OTHERWISE, PARKHILL MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to PARKHILL pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to PARKHILL. PARKHILL may use and rely upon such



requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

1.7 CLIENT RESPONSIBILITIES

CLIENT will provide PARKHILL with reasonable access to the work site. Unless specifically included in PARKHILL's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, and provide environmental impact reports and energy assessments, if and as needed or appropriate for PARKHILL's services. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is paid for by PARKHILL shall be included in PARKHILL's invoice for amounts payable by CLIENT, and PARKHILL may require advance payment before incurring the fee or expense.

1.8 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by PARKHILL are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of PARKHILL. PARKHILL shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

PARKHILL grants to CLIENT a nonexclusive, limited license to reproduce or use PARKHILL's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that PARKHILL shall have been paid in full for the Services rendered hereunder. CLIENT shall not use the Instruments of Service for other projects without prior written agreement of PARKHILL. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO PARKHILL.

1.9 UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS PARKHILL, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED USE, REUSE OR MODIFICATION OF THE INSTRUMENTS OF SERVICE BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE INSTRUMENTS OF SERVICE FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF PARKHILL; PROVIDED, HOWEVER, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL NOT APPLY TO ANY LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED OR RESULTING FROM IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE PARKHILL, ITS OFFICERS OR EMPLOYEES WITH RESPECT TO AUTHORIZED USE OF THE INSTRUMENTS OF SERVICE.

1.10 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by PARKHILL, CLIENT agrees that all such digital data are Instruments of Service of PARKHILL. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy Contract



Documents. In the event of a conflict between the original signed Contract Documents prepared by PARKHILL and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

Digital data created by PARKHILL through the application of software licensed for the sole and exclusive use by PARKHILL will be furnished to CLIENT in read-only format. CLIENT is responsible to obtain and maintain, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by PARKHILL.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by PARKHILL, and PARKHILL makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall PARKHILL be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Texas, without regard to conflict of laws principles. <u>Tex. Bus. & Com. Code § 272.001</u>.

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, PARKHILL is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that PARKHILL may select, provided that PARKHILL shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2.4 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and PARKHILL, which expressly refers to this Agreement.

2.5 DELAYS

CLIENT agrees that PARKHILL is not responsible for damages arising directly or indirectly from any delays for causes beyond PARKHILL's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond PARKHILL's reasonable control.



In addition, if the delays resulting from any such causes increase the cost or time required by PARKHILL to perform its services in an orderly and efficient manner, PARKHILL shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

PARKHILL agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services.

2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter.

One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving PARKHILL not less than seven calendar days' written notice.

PARKHILL may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven calendar days' written notice following CLIENT's failure to make timely payment owed to PARKHILL as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following "for cause" reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least 10 but no more than 30 days, and the non-performing party cures the matter within the reasonable cure period;
- Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of PARKHILL's services by CLIENT for more than 90 calendar days, consecutive or in aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

PARKHILL shall have no liability to CLIENT on account of PARKHILL's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2.8.2., 2.8.3, or 2.8.4. above.



In the event of termination of this Agreement by either party, CLIENT shall, within 15 calendar days of the termination date, pay PARKHILL for all services rendered and all reimbursable costs incurred by PARKHILL up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to 30 days later than otherwise provided) to allow PARKHILL to demobilize personnel and equipment from the Project, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR PARKHILL, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or PARKHILL. PARKHILL's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of PARKHILL's services.

2.11 MAINTENANCE, WEAR AND TEAR

Both CLIENT and PARKHILL acknowledge that CLIENT, and only CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe, functional, and weather tight facility. Should CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, PARKHILL is not responsible for any such resultant damage.

ARTICLE 3. DISPUTE RESOLUTION, BETTERMENT, AND COMMUNICATIONS

3.1 DISPUTE RESOLUTION

PARKHILL and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, PARKHILL and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.



Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

3.2 BETTERMENT

If, due to an error or an omission by PARKHILL, any required item or component of the project is omitted from the Construction Documents, PARKHILL shall not be responsible for paying the cost to add such item or component to the extent that such item or component and the cost of same would have been otherwise necessary to the project or otherwise add value or betterment to the project.

3.3 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

PARKHILL: <u>Brian Griggs, 1700 W Wall St, Midland, TX 79701, 432-697-1447, bgriggs@parkhill.com</u>
(Representative name, physical and mailing address, phone, and email)

CLIENT: <u>Jeff Chambers, 3600 N Garfield St, Midland TX 79705, jchambers@midland.edu</u>
(Representative name, physical and mailing address, phone, and email)

3.4 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and PARKHILL agree that electronic signatures (such as e-mail or electronically-typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

END OF EXHIBIT







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

| If S | UBROGATION IS WAIVED, subject certificate does not confer rights t | to th | ne tei | rms and conditions of th | e polic | y, certain po | olicies may r | | | |
|---|---|---------------|-------------|---|--|----------------------------|----------------------------|---|----------------|---------------|
| PRODU | <u> </u> | o tile | Cert | incate noider in ned or st | CONTAC | `T ` | loe Bryant | | | |
| Risk Strategies | | | | PHONE (A/C, No | | | FAX | | 24.4) 502.8800 | |
| 128 | 301 North Central Expy. Suite 1 | 725 | , | | F-MAII | | 214) 323-460 | | , | 214) 503-8899 |
| Dallas, TX 75243 | | | | ADDRES | | | est@risk-strategies.co | <u>m</u> | | |
| | | | | | | | | DING COVERAGE | | NAIC# |
| INSURI | -n | | | | INSURER A: Travelers Casualty and Surety Co of Amer 31194 | | | | 31194 | |
| Parkhill | | | | INSURE | RB: | | | | | |
| 422 | 22 85th St. | | | | | INSURER C: | | | | |
| Lul | obock TX 79423 | | | | INSURE | RD: | | | | |
| | | | | | INSURE | RE: | | | | |
| 001 | | | | | INSURE | RF: | | DEL///01011 11/11/11 | | |
| | ERAGES CER S IS TO CERTIFY THAT THE POLICIES | | | NUMBER: 86687553 | /C DEE! | N ICCUED TO | | REVISION NUMBER | | LICY DEDICE |
| IND CEF | ICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH | QUIR PERT | REMEI | NT, TERM OR CONDITION THE INSURANCE AFFORDE | OF ANY | CONTRACT | OR OTHER DESCRIBED | OCUMENT WITH RES | SPECT TO | WHICH THIS |
| INSR LTR | TYPE OF INSURANCE | | SUBR WVD | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | L | LIMITS | |
| LIK | COMMERCIAL GENERAL LIABILITY | INSD | WVD | I GEIGT HOMBER | | (141141/00/11111) | (141141/00/11111) | EACH OCCURRENCE | \$ | |
| | CLAIMS-MADE OCCUR | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence | | |
| | | | | | | | | MED EXP (Any one person) | | |
| | | | | | | | | PERSONAL & ADV INJURY | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | \$ | |
| ľ | POLICY PRO- JECT LOC | | | | | | | PRODUCTS - COMP/OP A | | |
| | OTHER: | | | | | | | TRODUCTO - COMITOL A | \$ | |
| | AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT | \$ | |
| | ANY AUTO | | | | | | | (Ea accident) BODILY INJURY (Per person | on) \$ | |
| | OWNED SCHEDULED | | | | | | | BODILY INJURY (Per accid | | |
| H | AUTOS ONLY AUTOS NON-OWNED | | | | | | | PROPERTY DAMAGE | \$ | |
| - | AUTOS ONLY AUTOS ONLY | | | | | | | (Per accident) | \$ | |
| | UMBRELLA LIAB OCCUP | | | | | | | FACIL OCCUPRENCE | | |
| - | EXCESS LIAB OCCUR CLAIMS-MADE | | | | | | | EACH OCCURRENCE | \$ \$ | |
| - | CLAIWS-WADE | | | | | | | AGGREGATE | \$ | |
| v | DED RETENTION \$ VORKERS COMPENSATION | | | | | | | PER OT STATUTE ER | | |
| | ND EMPLOYERS' LIABILITY NYPROPRIETOR/PARTNER/EXECUTIVE | | | | | | | | | |
| C | FFICER/MEMBER EXCLUDED? Mandatory in NH) | N/A | | | | | | E.L. EACH ACCIDENT | \$ | |
| l lif | ves, describe under | | | | | | | E.L. DISEASE - EA EMPLO | | |
| | ÉSCRIPTION OF OPERATIONS below Professional & Pollution Liability | | / | 106653747 | | 1/10/2025 | 1/10/2026 | E.L. DISEASE - POLICY LIF Per Claim | | 000,000 |
| | 1000000 mai d 1 ondion Elability | | • | 100000111 | | 1710/2020 | | Annual Aggregate | | 000,000 |
| The to a | Claims made professional liability cover deductible. Thirty day notice of cancell | rage ation | is the | e total aggregate limit for all | claims | presented wi | | • | subject | |
| Re: 4 | 46201.25 / Midland Ćollege Tennis Pro | Sho | p Rer | novation | | | | | | |
| | | | | | | | | | | |
| CER | FIFICATE HOLDER | | | - | CANC | ELLATION | | | | |
| Midland College Attn: Jeff Chambers 3600 N Garfield Street SHOULD ANY OF THE ABOVE DESCRII THE EXPIRATION DATE THEREOF, ACCORDANCE WITH THE POLICY PRO | | | | | REOF, NOTICE WIL | | | | | |
| IVIIC | dland TX 79705 | | | | AUTHORIZED REPRESENTATIVE JOS PRINCIPLE LOS PRINCIPLE AUTHORIZED REPRESENTATIVE JOS PRINCIPLE AUTHORIZED REPRESENTATIVE AUTHORIZE | | | | | |
| | | | | Joe B | ryant | * | | | | |

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

| tilis certificate does not comer righ | its to the certificate flolder in fled of st | ich endorsement(s). | | |
|---------------------------------------|--|--|-------|--|
| PRODUCER | | CONTACT Dee Bartlett | | |
| Sanford & Tatum Insurance Agency | | PHONE (A/C, No, Ext): (806) 792-5564 FAX (A/C, No): (806) 792-9344 | | |
| PO Box 64790 | | E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com | | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC# | |
| Lubbock | TX 79464 | INSURER A: Phoenix Insurance Co | 25623 | |
| INSURED | | INSURER B: Charter Oak Fire Ins. Co | 25615 | |
| Parkhill, Smith & Cooper, I | nc. dba Parkhill | INSURER C: Travelers Property Casualty Co. of America | 25674 | |
| 4222 85th Street | | INSURER D: Farmington Casualty | 41483 | |
| | | INSURER E : | | |
| Lubbock | TX 79423 | INSURER F: | | |
| COVERAGES | CERTIFICATE NUMBER: 24/25 | REVISION NUMBER: | | |

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| | SR POLICY EXP ADDL SUBR POLICY EXP | | | | | |
|-------------|--|---------|---------------|--------------|--------------|--|
| INSR LTR | TYPE OF INSURANCE | INSD WV | POLICY NUMBER | (MM/DD/YYYY) | (MM/DD/YYYY) | LIMITS |
| | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE COCCUR | | | | | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED |
| A | | | 6305H948872 | 09/30/2024 | 09/30/2025 | MED EXP (Any one person) \$ 10,000 PERSONAL & ADVINUENCE \$ 1,000,000 |
| ^ | | | 030311946872 | 09/30/2024 | 09/30/2023 | FERSONAL & ADV INJURY |
| 1 | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | POLICY PRO- JECT LOC | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | OTHER: | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT \$ 1,000,000 |
| 1 | X ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| В | OWNED SCHEDULED AUTOS ONLY | | BA4N167444 | 09/30/2024 | 09/30/2025 | BODILY INJURY (Per accident) \$ |
| | HIRED NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| | ➤ UMBRELLA LIAB ➤ OCCUR | | | | | EACH OCCURRENCE \$ 10,000,000 |
| С | EXCESS LIAB CLAIMS-MADE | | CUP5H948872 | 09/30/2024 | 09/30/2025 | AGGREGATE \$ 10,000,000 |
| | DED RETENTION \$ 10,000 | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | ➤ PER OTH- STATUTE OTH- ER |
| D | ANY PROPRIETOR/PARTNER/EXECUTIVE | N/A | UB5H948872 | 09/30/2024 | 09/30/2025 | E.L. EACH ACCIDENT \$ 1,000,000 |
| 1 | (Mandatory in NH) | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 46201.25 / Midland College Tennis Pro Shop Renovation.

The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requres such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

| CERTIFICAT | E HOLDER | | CANCELLATION |
|------------|-------------------------------------|----------|--|
| | Midland College Attn: Jeff Chambers | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | 3600 N Garfield Street | | AUTHORIZED REPRESENTATIVE |
| | Midland | TX 79705 | Diannal Tatum |

Parkhill Hourly Rate Schedule

January 1, 2025 through December 31, 2025

Client: Midland College Project: Tennis Pro Shop Renovation

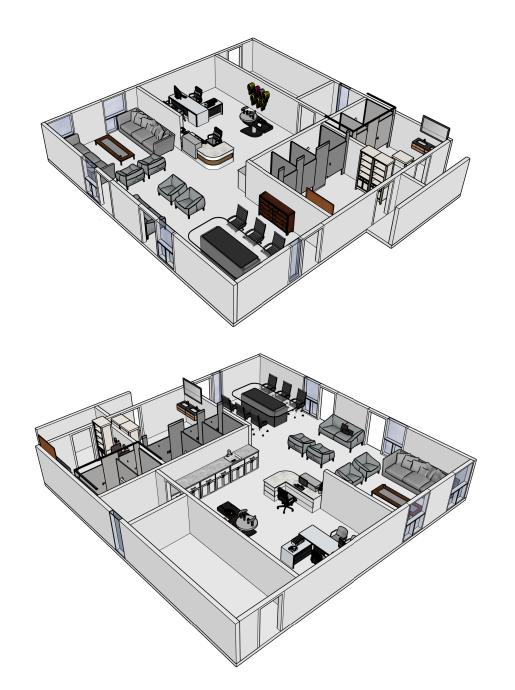
Agreement Date: August 13, 2025 Location: Midland, TX

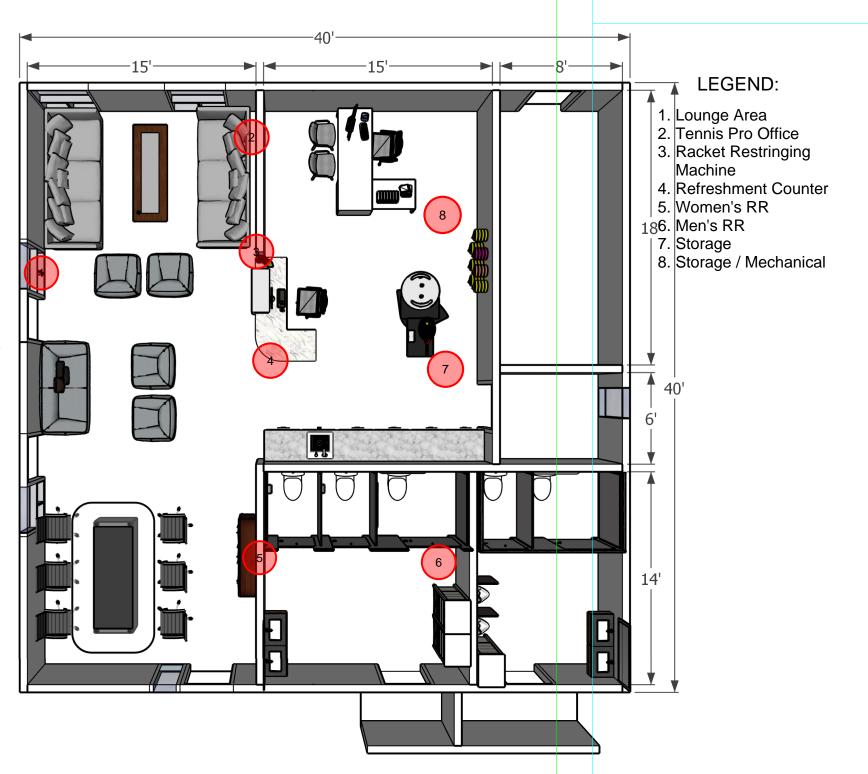
| CLASSIFICATION | HOURLY RATE | CLASSIFICATION | HOURLY RATE | CLASSIFICATION | HOURLY RATE |
|-----------------------|----------------|----------------------------|----------------|----------------------------|----------------|
| SUPPORT STAFF I | \$79.00 | PROFESSIONAL LEVEL III | | PROFESSIONAL LEVEL VI | |
| | | Architect | \$196.00 | Architect | \$306.00 |
| SUPPORT STAFF II | \$92.00 | Civil Engineer | \$239.00 | Civil Engineer | \$332.00 |
| | | Electrical Engineer | \$233.00 | Electrical Engineer | \$331.00 |
| SUPPORT STAFF III | \$127.00 | Interior Designer | \$174.00 | Interior Designer | \$248.00 |
| | | Landscape Architect | \$188.00 | Landscape Architect | \$266.00 |
| SUPPORT STAFF IV | \$136.00 | Mechanical Engineer | \$223.00 | Mechanical Engineer | \$315.00 |
| | | Structural Engineer | \$231.00 | Structural Engineer | \$297.00 |
| SUPPORT STAFF V | \$150.00 | Survey Tech | \$179.00 | Professional Land Surveyor | \$277.00 |
| | | Other Professional | \$172.00 | Other Professional | \$258.00 |
| SUPPORT STAFF VI | \$163.00 | | | | |
| | | PROFESSIONAL LEVEL IV | | PROFESSIONAL LEVEL VII | |
| PROFESSIONAL LEVEL I | | Architect | \$239.00 | Architect | \$390.00 |
| Architect | \$160.00 | Civil Engineer | \$279.00 | Civil Engineer | \$400.00 |
| Civil Engineer | \$173.00 | Electrical Engineer | \$273.00 | Electrical Engineer | \$393.00 |
| Electrical Engineer | \$177.00 | Interior Designer | \$191.00 | Interior Designer | \$284.00 |
| Interior Designer | \$151.00 | Landscape Architect | \$204.00 | Landscape Architect | \$341.00 |
| Landscape Architect | \$151.00 | Mechanical Engineer | \$261.00 | Mechanical Engineer | \$373.00 |
| Mechanical Engineer | \$166.00 | Structural Engineer | \$266.00 | Structural Engineer | \$393.00 |
| Structural Engineer | \$166.00 | Survey Tech | \$218.00 | Professional Land Surveyor | \$335.00 |
| Survey Tech | \$141.00 | Other Professional | \$203.00 | Other Professional | \$326.00 |
| Other Professional | \$149.00 | | | | |
| | | PROFESSIONAL LEVEL V | | | |
| PROFESSIONAL LEVEL II | | Architect | \$291.00 | | |
| Architect | \$173.00 | Civil Engineer | \$331.00 | | |
| Civil Engineer | \$194.00 | Electrical Engineer | \$328.00 | | |
| Electrical Engineer | \$200.00 | Interior Designer | \$230.00 | | |
| Interior Designer | \$159.00 | Landscape Architect | \$248.00 | | |
| Landscape Architect | \$159.00 | Mechanical Engineer | \$313.00 | | |
| Mechanical Engineer | \$191.00 | Structural Engineer | \$294.00 | | |
| Structural Engineer | \$188.00 | Professional Land Surveyor | \$247.00 | | |
| Survey Tech | \$153.00 | Other Professional | \$226.00 | | |
| Other Professional | \$157.00 | | | | |

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2025 through December 31, 2025. After December 31, 2025, invoices will reflect the Schedule of Charges currently in effect.











Midland College

Office of the President

MEMORANDUM

TO:

Board of Trustees

FROM:

Dr. Damon Kennedy, President

DATE:

September 16, 2025

SUBJECT:

New Administrative Contract

I recommend the Board approve the contract for the following individual in the position shown. Notwithstanding said Board action, no contract of employment shall be or become in effect unless and until signed by the President, on behalf of the College, and by said employees and delivered to the President.

Edith Reed

Executive Director-Human Resources & Payroll



Midland College

Office of the President

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Damon Kennedy, President

DATE: September 16, 2025

SUBJECT: New Faculty Contracts

I recommend the Board approve the contracts for the faculty members listed below. Notwithstanding said Board action, no contract of employment shall be or become in effect unless and until signed by the President, on behalf of the College, and by said employees and delivered to the President.

Alyssa Bond Faculty-Associate Degree Nursing

Sebastian Garza Faculty-Biology

Norman Hoppman Faculty-Fire Science Technology
Gilberto Acosta Lab Instructor-Welding Technology



Midland College and Midland College Foundation Donations August 12, 2025 to September 8, 2025

| Tennis Facility Upgrades | \$125,000.00 |
|---|--------------|
| Cowan Performing Arts Series - Reception | \$6,000.00 |
| Baseball Program | \$5,000.00 |
| Friends of the Series | \$2,025.00 |
| Midland College Athletics | \$2,000.00 |
| Veterans Association | \$1,200.00 |
| Various Programs - \$1,000 or less | \$747.42 |
| | |
| Grants | |
| College and Career Connections (C3) | \$50,000.00 |
| | |
| Scholarships | |
| Legacy Scholarship | \$23,000.00 |
| Fasken Foundation Scholarships | \$10,000.00 |
| Midland Northside Lions Club of Midland Endowed Scholarship | \$2,500.00 |
| Midland Northside Lions Club of Midland Scholarship | \$1,500.00 |
| Norma & Joseph Wolfe Endowed Science Scholarship (Foundation) | \$1,000.00 |
| Various Scholarships - \$1,000 donation or less | \$330.00 |
| | |
| Total Donations | \$230,302.42 |
| | |



Midland College

Office of the President

MEMORANDUM

TO:

Board of Trustees

FROM:

Dr. Damon Kennedy, President

DATE:

September 16, 2025

SUBJECT:

Employment of Non-Contractual Full-Time Employees

For your information, I have approved the full-time non-contractual employment of the following individuals in the positions shown.

Alejandro Atayde

Central Plant Foreman

Kimberlea Brandon

Coach-College & Career Connections

Trinity Diaz

Assistant Teach Pre-K Academy

Eric Juarez

Director-Transportation Training

Virginia Lara

Police Dispatcher

Norma Ruvalcaba

Associate Director-Legacy Scholars Program

For your information, I have approved the full-time non-contractual employment change of the following individual to the position shown.

Tanisha Sam

Director-Legacy Scholars Program



Midland College

Office of the President

MEMORANDUM

TO:

Board of Trustees

FROM:

Dr. Damon Kennedy, President

DATE:

September 16, 2025

SUBJECT:

Resignations

Full-Time Non-Contractual Employees and Contractual Employees at the End of

the Contract Term

For your information, the following resignations have been received and were approved from the following full-time employees who held the positions shown.

Barbara Aldana

Pathways Advisor

Robert Heinisch

DirectorTransportation Training

Jennifer Myers

Associate Vice President-Workforce Education

Jalen Variste

Assistant Coach- Men's Basketball



Upcoming Events

| | <u> </u> | |
|-----------------------|--|--|
| 9/18 | MC Art Department Reception: Art Exhibition | 6:00 p.m7:30 p.m. |
| Thursday | by Dan Sorensen titled "Likeness" | McCormick Gallery |
| 9/18 | Cowan Performing Arts Series | 7:30 p.m9:00 p.m. |
| Thursday | Justin Willman, Illusionist and Comedian | Chap Center |
| 9/19 Friday | MC Employees vs Lady Chaps Softball Game | 12:30 p.m2:30 p.m. Lady Chaps Field |
| 9/20 | GREEN OUT: Lady Chaps Volleyball vs Odessa | 2:00 p.m4:30 p.m. |
| Saturday | College | Chap Center |
| 9/27 Saturday | Lady Chaps Volleyball vs Frank Phillips College | 2:00 p.m4:30 p.m. Chap Center |
| 10/1 Wednesday | Lady Chaps Volleyball vs New Mexico Junior College | 6:00 p.m8:30 p.m. Chap Center |
| 10/4 Saturday | Breast Cancer Awareness Day: Lady Chaps Volleyball vs New Mexico Military Institute | 2:00 p.m4:30 p.m. Chap Center |
| 10/7 | Davidson Distinguished Lecture Series | 7:00 p.m8:00 p.m. |
| Tuesday | A Conversation with Roy Choi | Chap Center |
| 10/11-12 SatSunday | Midland College Tennis Association Junior Tournament | All Day MC Tennis Center |
| 10/11 Saturday | Lady Chaps Volleyball vs Western Texas College | 2:00 p.m4:30 p.m. Chap Center |
| 10/16 Thursday | Student Music Recital | 12:30 p.m1:00 p.m. Wagner & Brown |
| 10/18 Saturday | Lady Chaps Volleyball vs Amarillo College | 2:00 p.m4:30 p.m. Chap Center |
| 10/21 Tuesday | First Class Day – Fall II 8-week Session | All Campuses |
| 10/21 Tuesday | Midland College Board of Trustees | 4:00 p.m5:00 p.m. Gibson Board Room |
| 10/22-25 WedSat. | ACCT Leadership Congress | New Orleans, LA |