

Regular Meeting-Board of Trustees
Midland College
September 15, 2026 4:00 pm
Gibson Board Room

AGENDA

Call to Order

Public Comments

Division Presentation – PTK Project for 40th Anniversary of Legacy Scholars-Dr. Frank De La O and Dr. Terry Gilmour

Consent Agenda

- A. Minutes of the Board Meeting on August 18th, 2026
- B. Minutes of the Special Board Meeting on August 25th, 2026
- C. Dual Credit Interlocal Agreements
- D. Legacy Scholars 40th Anniversary - Request to Serve Alcoholic Beverages
- E. Welcome Reception, Executive Director of the Foundation – Request to Serve Alcoholic Beverages
- F. Monthly Financial Reports through August 31st, 2026

Action Items

- A. Investment Committee Report – Quarter Ending August 31, 2026
- B. Proposed Tax Rate
- C. Supplemental Pay for Childcare Agreement with the Education Partnership of the Permian Basin
- D. Pre-Construction Agreement
- E. Resolution Honoring Judge Joe Shuster for Distinguished Service and Enduring Support of the Midland College Williams Regional Technical Training Center
- F. New Faculty Employment Agreements

Campus Updates

- A. Monthly Donation Report
- B. Employment of Non-Contractual Full-Time Employees
- C. Resignations – Non-Contractual Full-Time Employees and Contractual Employees at the End of the Contract Term
- D. Upcoming Events –Next Board Meeting October 20th, 2026

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
August 18, 2026 4:00 pm
Gibson Board Room-Pevehouse Administration Building

COMMUNICATIONS TO THE BOARD

- 1. **Call to Order**
- 2. **Public Comments**
- 3. **Division Presentation – PTK Project for 40th Anniversary of Legacy Scholars-Dr. Frank De La O and Dr. Terry Gilmour**
- 4. **Consent Agenda**
 - A. Minutes of the Board Meeting on August 18, 2026
 - B. Minutes of the Special Board Meeting on August 25, 2026
 - C. Dual Credit Interlocal Agreements
 - D. Legacy Scholars 40th Anniversary – Request to Serve Alcoholic Beverages
 - E. Welcome Reception, Executive Director of the Foundation – Request to Serve Alcoholic Beverages
 - F. Monthly Financial Reports through August 31, 2026
- 5. **Action Items**
 - A. Investment Committee Report – Quarter Ending August 31, 2026
 - B. Proposed Tax Rate

<u>Proposed Rate</u>		
Maintenance & Operations	\$0.098102	per \$100 valuation
Debt Service	<u>\$0.000000</u>	per \$100 valuation
Total Ad Valorem Tax Rate	\$0.098102	per \$100 valuation

The administration recommends that the Board adopt a rate \$0.098102 per \$100 of valuation. The No-New Revenue Rate is \$0.098102 per \$100 of valuation and the Voter Approval Rate is \$0.0100552 per \$100 of valuation.

- C. **Supplemental Pay for Childcare Agreement with the Education Partnership of the Permian Basin**

Administration requests approval of salary supplements totaling \$2,000 provided by Education Partnership of the Permian Basin (EPPB) to provide retention bonuses to qualified early childhood educators, thereby advancing the stability and quality of childcare in the Midland community to be distributed among 4 eligible employees in accordance with Board Policy DEA (Legal and Local).
- D. **Pre-Construction Agreement**

Administration recommends that the Board of Trustees authorize the Midland College to execute a Preconstruction Services Agreement with Satterfield & Pontikes Construction, Inc. for the proposed Applied Technology Complex project. Funding for the preconstruction services agreement will be provided from funds set aside for the Applied Technology Complex project out of Oil & Gas Revenue.
- E. **Resolution Honoring Judge Joe Shuster for Distinguished Service and Enduring Support of the Midland College Williams Regional Technical Training Center**

The Midland College Board of Trustees proudly recognizes Judge Joe Shuster for his distinguished public service, dedicated leadership, and enduring commitment to educational opportunity in Fort Stockton and Pecos County.
- F. **New Faculty Employment Agreements**

Dr. Kennedy recommends the Board approve employment agreements for the faculty members listed below. Notwithstanding said Board action, no employment agreement 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.

Billy Baker	Faculty - Welding Technology
Shyann Diaz	Faculty - Health Science Dual Credit
Eli Duarte	Faculty - Biology / Anatomy and Physiology
Jacob Heredia	Faculty - Automotive Technology
John Krenik	Faculty - Aviation Maintenance Technology

6. **Campus Updates**

A. Monthly Donation Report

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.

Hector Govea	Director of Institutional Research
Emma Granado	Coordinator PPD
Adrienne Kuykendall	Director of Accounting
James May	Director of Facilities Planning and Construction
Aliah Oronia	Assistant Teacher Pre-K Academy
Camille Pacheco	Teacher Lab Instructor-HLGCC/All Ages
Marce Medina Ruiz	Teacher Lab Instructor-HLGCC
Daniel Tharp	Fitness Center Coordinator
Jalen Variste	Assistant Coach Men's Basketball

For your information, Dr. Kennedy has approved the full-time non-contractual employment changes of the following individual(s) to the positions shown.

Matthew Buckingham	Associate Director of Career Services
Maggie Campos	Coordinator Scholarships
Stefanie Chambers	Coordinator Early Childhood Programs
Amber Valles	Associate Director of Student Activities and Recreation

C. Resignations – Full-Time Non-Contractual 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 position shown.

Shawnda Korthauer	Faculty Health Services Management and Health Info Management
Dallas McWilliams	Manager Residence Hall
Katie Miller	Director AHEC
Ashanti Williams	Accountant

D. Upcoming Events –Next Board Meeting October 20th, 2026

7. **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.

8. **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 18, 2026 4:00 pm**

A regular meeting of the Board of Trustees of Midland College was held August 18, 2026, beginning at 4:00 p.m. in the Gibson Board Room at 3600 N. Garfield Midland, TX 79705.

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

Those absent included Mr. Steve Kiser, and Mr. Jacobe Kendrick.

Public Comments

There were no public comments.

Consent Agenda

Mr. Carrasco asked for clarification on Items E, F, and G to ensure that these were renewals and not new contracts. Mr. Jeff Chambers confirmed these are renewals. Mr. Carrasco made a motion to approve the consent agenda. Mr. Oestmann seconded the motion and all those present voted in favor.

- A. Minutes of the Board Meeting on June 23, 2026
- B. Minutes of the Special Board Meeting on July 21, 2026
- C. Microsoft Licensing
- D. Palo Alto Licensing
- E. Office Supplies
- F. Computers/Laptops
- G. Smartnet Maintenance
- H. Monthly Financial Reports through July 31, 2026

Action Items

- A. 2026-2027 Operating Budget and Salary Schedules

Administration presented an overview of projected revenues, including state funding and local funding sources, and discussed the institution's financial outlook for the coming year. The Board reviewed the budget assumptions and considered how available revenues would support Midland College's strategic priorities, instructional programs, and operational needs.

Administration also presented the proposed expenditure plan, which includes a 5% salary increase for all full-time employees, the addition of 7 faculty FTEs, 3.5 lab instruction FTEs, and 12.5 staff FTEs to expand institutional capacity. The budget accounts for an 8% increase in health insurance costs and includes additional investments of approximately \$227,000 for instructional supplies and materials and \$304,000 for software. Contingency funding related to HB8 requirements and strategic planning initiatives was maintained. The Board discussed these expenditures and their alignment with the College's mission and future growth objectives before considering the proposed budget for approval.

Ms. Cowden made the motion to approve the 2026-2027 Operating Budget and Salary Schedules. Mr. Kidwell seconded the motion, and the budget was approved unanimously.

- B. Propose Tax Rate

Administration recommends the Board of Trustees of Midland College consider the following as a proposed tax rate for final adoption in the regular meeting of the Board on September 15, 2026.

<u>Proposed Rate</u>		
Maintenance & Operations	\$0.098102	per \$100 valuation
Debt Service	<u>\$0.000000</u>	per \$100 valuation
Total Ad Valorem Tax Rate	\$0.098102	per \$100 valuation

The administration recommends that the Board adopt a rate \$0.098102 per \$100 of

valuation. The No-New Revenue Rate is \$0.098102 per \$100 of valuation and the Voter Approval Rate is \$0.0100552 per \$100 of valuation.

Because the proposed rate is equal to the No-New Revenue Rate, the Board is not required to hold a public hearing on the rate. Mr. Oeastmann made a motion to vote to adopt the above proposed rate at the regular meeting on September 15, 2026. Mrs. Foreman seconded the motion. Mr. Carrasco voted against. The motion was carried 6-1.

C. Senate Bill 17 Certification

Mrs. Foreman made a motion to approve the Senate Bill 17 Certification. Ms. Cowden seconded the motion, and the motion was carried unanimously.

D. Senate Bill 18 Certification

Mrs. Foreman made a motion to approve the Senate Bill 18 certification. Ms. Cowden seconded the motion, and the motion was carried unanimously.

E. RFQ for CMAR for Applied Technology

Mr. Carrasco made a motion to qualify the following vendors for Construction Manager at Risk (CMAR) services for the Applied Technology Complex. Mr. Lynch seconded the motion, and the motion was carried unanimously.

Robins & Morton
Oprex Commercial Construction
McGough
Cerris Builders
Pogue Construction Company LLC
MAPP LLC
Teinert Construction
Lee Lewis Construction Inc
Satterfield & Pontikes Construction Inc
EllisDon-Lott JV LLC

All of the above firms will be qualified to provide Construction Manager at Risk (CMAR) services for Midland College. The selection committee will review all submitted proposals, interview the highest-ranked firms, and recommend a CMAR firm for contract negotiations. Upon successful completion of negotiations, the proposed agreement will be presented to the Board for consideration and approval of CMAR services.

F. College-Wide Monitoring System

Ms. Cowden made a motion to purchase a comprehensive video surveillance system from Abacus Computers, Inc. utilizing Verkada security cameras, viewing stations, software licenses, and related accessories through Texas DIR Contract DIR-CPO-5095.

The total cost of the surveillance equipment and associated licensing included in the proposal is \$1,174,132. Funding for this purchase will be provided through the College's current fund balance, consistent with the College's strategic investment in campus safety, security, and technology infrastructure.

Mr. Oeastmann seconded the motion which was approved 7-0.

G. Continuing Education Fees

Mr. Carrasco made a motion to approve the enclosed Continuing Education Course Fees along with the following:

- Proposed rates for 2026-2027 to be in effect as early as September 1, 2026
- Request the ability to add classes within the 2026-2027 academic year with a total course price not to exceed cost plus 30 percent

Mr. Lynch seconded the motion which was approved unanimously.

H. New Faculty Employment Agreements

Mr. Lynch made a motion to approve employment agreements for the faculty members

listed below. Notwithstanding said Board action, no employment agreement 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. Mrs. Foreman seconded the motion and all those present were in favor.

Thornton Larson	Faculty Micro-Biology A&P
Christina Mann	Faculty Office System Technology
Anna McGowan	Faculty Speech
David Morse	Faculty Accounting
Nicole Pizzi	Faculty Business Management

President's Updates

A. Monthly Donation Report

Enclosed for June 16, 2026 to August 10, 2026

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.

Denise Beamer	Director of Operations MC Foundation
Daniela Bennett	Registrar Generalist
Ivy Brothers	Academic Advisor - Pathways
Jessica Casanova	Coordinator Community Programs
Mariah Delgado	Assistant Coach Softball
Savannah Denzy	Specialist Records
Jonathan Duran	Police Officer
Mariana Erazo	Registrar Generalist
Madison Galindo	Teacher Pre K
Paula Galindo	Assistant Teacher Pre K Academy
Jaxon Hallmark	Assistant Baseball Coach
Liliana Lopez	Academic Advisor Pathways
Michelle Montanez	Assistant Teacher Pre K Academy
Audrianna Sanchez	Assistant Teacher Pre K Academy
Jennifer Schwab	Assistant Teacher Pre K Academy
Summer Telck	Lead Pathways Advisor
Erik VanCuren	Academic Advisor - Pathways
J Don Wallace	Director of Donor Relations MC Foundation

Dr. Kennedy approved the full-time non-contractual employment changes of the following individual(s) to the positions shown.

Pervis Evans	Dean of Adult and Continuing Education
Jaylaan Knighten	Administrative Assistant III Vice President of Strategic Partnerships
Larry Najera	IT Customer Service Technician
Faith Nelson	Manager Benefits and Leaves

C. Resignations & Retirements – Full-Time Non-Contractual 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 position shown.

Angie Diaz	Assistant Director-Manor Park Children's Center
Trinity Diaz	Assistant Teacher Pre K Academy
Virginia Garza	Academic Advisor Pathways
Little McPherson	Teacher Lab Instructor HLGCC

D. Enrollment Update

Dr. Kennedy reported that Midland College enrollment has grown from 4,442 students in 2023 to 7,011 students today, representing a 58% increase over the past three years of his tenure in office. Current enrollment is also 15% higher than the previous year. Looking ahead, the College has established an enrollment goal of 8,080 students, which would

represent an additional 10% year-over-year increase and continue the institution's growth trajectory.

E. Upcoming Events –Next Board Meeting September 15th, 2026

6. **Executive Session**

The Board convened into Executive Session under the provision of Texas Government Code §551.072 (Real Property) at 5:01 p.m.. The Executive Session was not open to the public.

At 5:53 p.m. the Board convened into open session. No action was taken.

Adjournment

The Board adjourned at 5:53 p.m.

DATED AND APPROVED THIS 15th DAY OF SEPTEMBER, 2026.

CHAIRPERSON, BOARD OF TRUSTEES
MIDLAND COMMUNITY COLLEGE TRUSTEES

ATTEST:

SECRETARY, BOARD OF TRUSTEES
MIDLAND COMMUNITY COLLEGE DISTRICT

**Special Meeting Minutes
Board of Trustees
Midland College
August 25, 2026 4:00 pm**

A special meeting of the Board of Trustees of Midland College was held August 25, 2026, 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. Charlene McBride, Mrs. Christine Foreman, Mr. Adrian Carrasco and Mr. Jacobe Kendrick.

Those absent include Ms. Linda Cowden, Mr. Mike Oestmann and Mr. Scott Kidwell.

Public Comments

There were no public comments

Action Item

A. Certification of Unopposed Candidates for General Election

Mrs. McBride made a motion to certify the candidates for the November 3rd, 2026 general election as unopposed. Mrs. Foreman seconded the motion, and the motion was carried unanimously.

B. Order of Cancellation for General Election

Mrs. McBride made a motion to order the cancellation for the November 3rd, 2026 general election. Mrs. Foreman seconded the motion and all those present were in favor.

Executive Session

At 4:02 p.m. the Board convened into Executive Session under the provision of Texas Government Code §551.072 (Real Property). The Executive Session was not be open to the public. At 4:24 p.m. the Board convened back into open session.

Other Business

A. Consideration of Proposal to Purchase Property from Midland Independent School District

Mr. Carrasco made a motion to consider the proposal to purchase property from Midland Independent School District, referred to as the “Boneyard.” Mr. Lynch seconded the motion which was carried unanimously.

Adjournment

The Board adjourned at 4:25 p.m.



2026/2027 MIDLAND COLLEGE DUAL CREDIT PROGRAM MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This Memorandum of Understanding ("Agreement") is entered into by Midland College ("College") and Holy Cross Catholic School ("Partner"). The purpose of this Agreement is to outline the responsibilities of both parties in providing eligible high school students with the opportunity to participate in the College's dual credit program ("Program"). Through the Program, students may earn both high school and college credit by successfully completing College-approved dual credit courses.

Participation in the Program helps students:

- build academic and technical skills;
- earn industry-based credentials;
- explore careers;
- enter professional fields; and
- pursue higher education opportunities.

This Agreement is executed in accordance with all applicable federal and state laws, accrediting requirements, and College policies.

2. THE PROGRAM

2.1. Overview: The Program is a collaborative effort between the College and Partner to provide eligible high school students with access to College courses.

Students may earn:

- Dual credit, which satisfies requirements for both high school graduation and College coursework; and/or
- College-only credit, which applies solely toward the completion of a College certificate or degree.

2.2. Eligible Courses: The State of Texas has set parameters regarding which courses may be offered for dual credit and under what conditions.

Generally, eligible courses include:

- courses from the College's core curriculum;
- career and technical education courses;
- courses from Texas High Education Coordinating Board (THECB) approved fields of study;
- foreign language courses; and
- courses as part of a defined early college pathway.

The Partner determines which College courses will count for high school credit, the corresponding high school course equivalencies, and the number of high school credit units to be awarded. The Parties will meet no later than August 1 of each program year to finalize the Program Crosswalk. The mutually agreed-upon pathways will be documented as Exhibit A: Program Crosswalk and incorporated into this agreement by reference. Any adjustments to Exhibit A may be made by written agreement of the Parties' authorized instructional representatives without requiring amendment to the full Agreement.

College courses taken for College credit only must be aligned with the completion of a College credential. Students enrolled in these courses will receive academic advising and coaching to support credential completion.

2.3. Eligible Students: To be eligible to participate in the Program, students must be enrolled in high school and must either reside within the College's service area or attend a Partner school located within the College service area.

Upon admission, dual credit students are classified as non-degree seeking and will remain non-degree seeking through the end of the second long semester after the student has earned more than fifteen (15) College credit hours. After this point, the student will be reclassified as degree seeking.

Students who are classified as non-degree seeking are not required to meet College readiness standards under the Texas Success Initiative (TSI) including TSI completion or exemption. Once a student becomes degree seeking, the student must be TSI Complete or TSI Exempt to continue enrolling in College coursework.

TSI Complete: Students who have demonstrated College readiness by meeting the minimum passing standards on the relevant TSI assessment section(s), in accordance with the state requirements, are considered TSI complete.

TSI Exempt: Students enrolled in a Level 1 Certificate pathway are TSI exempt, as defined by applicable rules of the THECB. Additional TSI exemptions are listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

TSI Complete: Students who have demonstrated College readiness by achieving the minimum passing standards under the provisions of the TSI on relevant section(s) of the assessment.

2.4. Dual Credit Cost: Eligible students may enroll in approved dual credit courses, and in any College courses approved for high school and/or College under this Agreement, at no cost to the student. (See Section 2.14 & 2.15 for additional details on funding and program costs.)

2.5. Location of Classes: Program courses may be taught on a College site, a Partner campus, or online. When Program courses are delivered on the Partner's campus, the Partner agrees to maintain appropriate instructional facilities and safe, healthy, and secure environments. This includes, but is not limited to:

- Complying with all applicable federal, state, and local regulations governing adequate and safe learning environments;
- Ensuring secure, well-maintained building with clearly defined and communicated emergency protocols;
- Creating an environment that actively prevents bullying, harassment, or discrimination; and
- Maintaining safe and functional academic environments during emergencies or other crises through documented plans and procedures.

For asynchronous online courses, the College does not require, and the Partner may not require, students to be present at any specific physical location to receive asynchronous online instruction through the Program.

2.6. Student Composition of Class: Courses offered through the Program are College courses and may include only 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).

The Partner may request to co-seat high school credit-only students with Program students. Co-seating requires prior notification to the College and is permitted by the State of Texas only when it is not financially viable for the Partner high school credit-only section, and when one of the following conditions is met:

- The course is required for completion under the State Board of Education High School Program graduation requirements;
- The high school credit-only students are enrolled in College Board Advanced Placement (AP) or International Baccalaureate (IB) coursework; or
- The course is a career and technical education (CTE) course, and the high school credit-only students are eligible to earn articulated College credit.

Notification of co-seating courses that meet the requirements above should be sent to dualinstruction@midland.edu, with "Notification of Co-Seated Course" in the subject line.

2.7. Faculty: Program courses are taught by College faculty. College faculty meet all credentialing standards required by the College and its accrediting body and are hired, assigned, and supervised by their respective dean or designated academic supervisor.

2.8. Instruction: The College will ensure that Program courses are equivalent to the corresponding courses offered on the College's main campus with respect to curriculum, instructional materials, learning outcomes, and the methods and rigor of student evaluation.

2.9. Admission & Advising: The College, through Dual Credit Services (dualcredit@midland.edu), will collaborate with the Partner's counselors on the admission, enrollment, and advising of Program students.

2.10. 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 all College students as outlined in the current edition of the College's Student Handbook.

2.11. Student Support Services: Program students have access to student support services offered to all College students. The College is responsible for ensuring timely and efficient access to these services, including but not limited to:

- MYMC1 Login & College Systems Access
 - Access to College Systems: <https://www.midland.edu/audiences/mymc1-login.php>
 - Email Support: <https://midland.edu/audiences/current-students/student-email.php>
 - Canvas Support: <https://www.midland.edu/audiences/current-students/canvas/support-help-training.php>
 - Microsoft 365 Access: <https://www.midland.edu/audiences/current-students/office365.php>
 - IT Help Desk: help@midland.edu / 432-685-4788
- Learning Support Resources
 - Accommodations: accommodations@midland.edu
 - Tutor.com (via Canvas)
 - In-person and online tutoring via the Learning Resource Center: tutoring@midland.edu
 - Writing Support: <https://www.midland.edu/services-resources/academic-support-services/writing-center.php>
 - Library Services: <https://www.midland.edu/services-resources/library/>
- Student Life
 - Campus Life: <https://www.midland.edu/campus-life/index.php/studentlife@midland.edu>
 - Counseling: counseling@midland.edu
 - Chap Pantry: chappantry@midland.edu
 - Honors Program: <https://www.midland.edu/academics/honors.php>

- Student Records
 - Transcripts: <https://www.midland.edu/enrollment-aid/transcripts.php>

2.12. Transcription of Credit: The College and Partner will each transcribe grades to their respective student records promptly upon a student's completion of a Program course and the submission of final grades.

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

As required by law, the College and the 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 Government Code §553.001 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 as 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 this paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement indented 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 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 Partner.
- b. College and Partner employees, subcontractors, and agents involved in the transmittal and/or processing of data provided under this Agreement shall be required to maintain the 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 is maintained in a secure manner that prevents 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 the 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 students and staff as such laws are applicable to the parties to 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 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.

2.14. Funding: State funding for Program costs is available to both public school districts and colleges under the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and THECB (Texas Education Code §61.059(q)).

The College will pursue applicable State funding, including but not limited to the Financial Aid for Swift Transfer (FAST) program and Performance Tier Funding. To support these efforts, the Partner agrees to provide the College with accurate and timely student information required for State reporting and verification.

2.15. Program Costs: The College and Partner agree to collaborate on covering the expenses related to providing CTE opportunities to students.

2.16. Alignment with Statewide Goals:

Goal 1 – Outreach and Communication: *The College and Partner will implement coordinated outreach efforts to inform students and parents about the benefits and costs of dual credit, including enrollment and applicable policies.*

- The Partner will invite the College to participate in all information sessions promoting dual credit.
- The College will maintain an up-to-date webpage to include information relevant to all dual credit stakeholders.
- The College and Partner will collaborate in promoting the Program through press releases, social media, and their respective webpages.
- The College and Partner will consider the use of free or low-cost open educational resources (OER) where appropriate.

Goal 2 – Transition and Acceleration to Postsecondary Education: *Dual Credit programs will assist high school students in successfully transitioning to, and accelerating through, postsecondary education.*

- The College will participate in ongoing data sharing with the Partner in support of student success.
- The College and Partner will provide coordinated academic support and early interventions to facilitate the students' successful transition to College.

Goal 3 – Advising and Student Support: *All dual credit students will receive academic and college readiness advice as well as access to student support services, to help them succeed in completing College courses.*

- The College and Partner will collaborate to provide a “new student orientation” for all Program students.
- The College advisors and Partner counselors will communicate and coordinate in advising Program students to ensure appropriate course selection, maximum transferability, and progress toward credential completion.

Goal 4 – Quality and Rigor of Instruction: *Dual credit courses must maintain a level of quality and rigor that ensures student success in subsequent courses.*

- The College will provide professional development to Partner faculty members who have been credentialed by the College to teach Program courses (“Embedded Faculty”).

2.17. Marketing: The College and Partner will coordinate the marketing and promotion of the Program to ensure consistent, accurate, and timely communication to students, parents, and the community. Partners may contact marketing@midland.edu to schedule a meeting with the College’s Marketing team for assistance with promotional materials, events, or outreach efforts.

2.18. Title IX: The College and Partner acknowledge that jurisdiction over Title IX-related incidents involving dual credit students can be complex and may, in some cases, be shared by both parties. This protocol establishes coordinated, consistent guidelines to clarify responsibilities and procedures.

Nexus and Jurisdiction:

The central principle is determining which party has the strongest nexus to the alleged misconduct, or whether both parties share a reasonable nexus. When jurisdiction exists for both parties:

- The College and Partner may conduct collaborative investigations, and
- Each party will complete separate resolutions in accordance with its own policies.

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

If permitted by law, the College and Partner will also share outcome information when the outcome impacts the other party or its students or employees.

Collaborative Investigations

When both parties agree, or when the respondent (student or employee) is reasonably under the jurisdiction of both parties, investigations may be conducted jointly, with at least one representative from each party participating. A single joint investigation report may be prepared, consistent with both parties' policies. Each party may use the shared report to complete its independent resolution. If the investigative procedures of the two parties differ substantially, making a collaborative investigation incompatible with policy compliance, the parties will conduct separate investigations.

Primary Jurisdiction Guidelines

- When one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party will normally have primary jurisdiction.
- When a party controls the venue, but the complainant is its student/employee and the respondent is associated with the other party, the complainant retains the right to file a grievance with the other party's process. The party in which the complainant is enrolled or employed is responsible for providing appropriate supportive measures.
- When a party provides only instruction or credit and is not otherwise involved in any act of misconduct, that party has no further responsibility under this protocol beyond legally required responsibilities (e.g., mandated reporting).
- When a party controls only the physical venue but is not otherwise involved in the alleged misconduct, that party will evaluate and implement any required remedial safety measures.

Definitions

- **Control:** A party that controls the venue, provides the instruction through its employee, and awards course credit is deemed to "control" that course. A party that provides instruction in the venue of another party does not control the venue.
- **Student:** A student enrolled in a dual credit course is considered a student of both parties, regardless of which party has the primary educational relationship. Each party's policies and procedures apply to its students, including dual credit students.

Imposing consequences by both parties is appropriate when the respondent is enrolled in the educational programs of both. The parties may, however, mutually agree that the party with the primary relationship to the student, or the party in whose program the incident took place, will take the lead in enforcing applicable policies.

Employees of each party are encouraged and expected to participate as witnesses in any resolution process as needed.

Title IX Contact Information:

Director of Student Support Services and Title IX Coordinator
Scharbauer Student Center, Room 125
Midland, Texas 79705
432-685-4781
Title9@midland.edu

3. GENERAL TERMS AND CONDITIONS

3.1 Term: The term of this Agreement will begin on the latter of the execution date or August 1, 2026, and will continue in effect until July 31, 2027.

3.2. Termination: The College and Partner reserve the right to terminate this Agreement by providing notice in accordance with the terms of this Agreement or as otherwise required by law. Either party may terminate this Agreement by providing written notice at least ninety (90) days before the end of the semester during which the notice is given.

To be effective, termination notice must be submitted in writing, signed by the College President or the designated official of the Partner, and personally delivered to the other party to this Agreement.

3.3. Modification: Any modification or amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

3.4. 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.

3.5. Notice: Any notice given under this Agreement by either Party may be effected a) by personal delivery in writing, or b) registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below. Notice delivered personally shall be deemed received at the actual time of delivery. Mailed notice shall be deemed received three (3) days after the date of mailing.

College Notice Address

Midland College
3600 N. Garfield
Midland, Texas 79705
Attn: Office of the President

Partner Notice Address

3.6. Authority: The persons signing below on behalf of the College and Partner warrant that they are duly authorized to execute this Agreement and to bind their respective organizations to its terms.

Midland College



Dr. Damon Kennedy, President

04 April 2026

Date

Holy Cross Catholic School



Mr. Gabriel Salgado, Head of School

4/1/26

Date



2026/2027 MIDLAND COLLEGE DUAL CREDIT PROGRAM MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This Memorandum of Understanding ("Agreement") is entered into by Midland College ("College") and Hillcrest High School ("Partner"). The purpose of this Agreement is to outline the responsibilities of both parties in providing eligible high school students with the opportunity to participate in the College's dual credit program ("Program"). Through the Program, students may earn both high school and college credit by successfully completing College-approved dual credit courses.

Participation in the Program helps students:

- build academic and technical skills;
- earn industry-based credentials;
- explore careers;
- enter professional fields; and
- pursue higher education opportunities.

This Agreement is executed in accordance with all applicable federal and state laws, accrediting requirements, and College policies.

2. THE PROGRAM

2.1. Overview: The Program is a collaborative effort between the College and Partner to provide eligible high school students with access to College courses.

Students may earn:

- Dual credit, which satisfies requirements for both high school graduation and College coursework; and/or
- College-only credit, which applies solely toward the completion of a College certificate or degree.

2.2. Eligible Courses: The State of Texas has set parameters regarding which courses may be offered for dual credit and under what conditions.

Generally, eligible courses include:

- courses from the College's core curriculum;
- career and technical education courses;
- courses from Texas High Education Coordinating Board (THECB) approved fields of study;
- foreign language courses; and
- courses as part of a defined early college pathway.

The Partner determines which College courses will count for high school credit, the corresponding high school course equivalencies, and the number of high school credit units to be awarded. The Parties will meet no later than August 1 of each program year to finalize the Program Crosswalk. The mutually agreed-upon pathways will be documented as Exhibit A: Program Crosswalk and incorporated into this agreement by reference. Any adjustments to Exhibit A may be made by written agreement of the Parties' authorized instructional representatives without requiring amendment to the full Agreement.

College courses taken for College credit only must be aligned with the completion of a College credential. Students enrolled in these courses will receive academic advising and coaching to support credential completion.

2.3. Eligible Students: To be eligible to participate in the Program, students must be enrolled in high school and must either reside within the College's service area or attend a Partner school located within the College service area.

Upon admission, dual credit students are classified as non-degree seeking and will remain non-degree seeking through the end of the second long semester after the student has earned more than fifteen (15) College credit hours. After this point, the student will be reclassified as degree seeking.

Students who are classified as non-degree seeking are not required to meet College readiness standards under the Texas Success Initiative (TSI) including TSI completion or exemption. Once a student becomes degree seeking, the student must be TSI Complete or TSI Exempt to continue enrolling in College coursework.

TSI Complete: Students who have demonstrated College readiness by meeting the minimum passing standards on the relevant TSI assessment section(s), in accordance with the state requirements, are considered TSI complete.

TSI Exempt: Students enrolled in a Level 1 Certificate pathway are TSI exempt, as defined by applicable rules of the THECB. Additional TSI exemptions are listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

TSI Complete: Students who have demonstrated College readiness by achieving the minimum passing standards under the provisions of the TSI on relevant section(s) of the assessment.

2.4. Dual Credit Cost: Eligible students may enroll in approved dual credit courses, and in any College courses approved for high school and/or College under this Agreement, at no cost to the student. (See Section 2.14 & 2.15 for additional details on funding and program costs.)

2.5. Location of Classes: Program courses may be taught on a College site, a Partner campus, or online. When Program courses are delivered on the Partner's campus, the Partner agrees to maintain appropriate instructional facilities and safe, healthy, and secure environments. This includes, but is not limited to:

- Complying with all applicable federal, state, and local regulations governing adequate and safe learning environments;
- Ensuring secure, well-maintained building with clearly defined and communicated emergency protocols;
- Creating an environment that actively prevents bullying, harassment, or discrimination; and
- Maintaining safe and functional academic environments during emergencies or other crises through documented plans and procedures.

For asynchronous online courses, the College does not require, and the Partner may not require, students to be present at any specific physical location to receive asynchronous online instruction through the Program.

2.6. Student Composition of Class: Courses offered through the Program are College courses and may include only 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).

The Partner may request to co-seat high school credit-only students with Program students. Co-seating requires prior notification to the College and is permitted by the State of Texas only when it is not financially viable for the Partner high school credit-only section, and when one of the following conditions is met:

- The course is required for completion under the State Board of Education High School Program graduation requirements;
- The high school credit-only students are enrolled in College Board Advanced Placement (AP) or International Baccalaureate (IB) coursework; or
- The course is a career and technical education (CTE) course, and the high school credit-only students are eligible to earn articulated College credit.

Notification of co-seating courses that meet the requirements above should be sent to dualinstruction@midland.edu, with "Notification of Co-Seated Course" in the subject line.

2.7. Faculty: Program courses are taught by College faculty. College faculty meet all credentialing standards required by the College and its accrediting body and are hired, assigned, and supervised by their respective dean or designated academic supervisor.

2.8. Instruction: The College will ensure that Program courses are equivalent to the corresponding courses offered on the College's main campus with respect to curriculum, instructional materials, learning outcomes, and the methods and rigor of student evaluation.

2.9. Admission & Advising: The College, through Dual Credit Services (dualcredit@midland.edu), will collaborate with the Partner's counselors on the admission, enrollment, and advising of Program students.

2.10. 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 all College students as outlined in the current edition of the College's Student Handbook.

2.11. Student Support Services: Program students have access to student support services offered to all College students. The College is responsible for ensuring timely and efficient access to these services, including but not limited to:

- MYMC1 Login & College Systems Access
 - Access to College Systems: <https://www.midland.edu/audiences/mymc1-login.php>
 - Email Support: <https://midland.edu/audiences/current-students/student-email.php>
 - Canvas Support: <https://www.midland.edu/audiences/current-students/canvas/support-help-training.php>
 - Microsoft 365 Access: <https://www.midland.edu/audiences/current-students/office365.php>
 - IT Help Desk: help@midland.edu / 432-685-4788
- Learning Support Resources
 - Accommodations: accommodations@midland.edu
 - Tutor.com (via Canvas)
 - In-person and online tutoring via the Learning Resource Center: tutoring@midland.edu
 - Writing Support: <https://www.midland.edu/services-resources/academic-support-services/writing-center.php>
 - Library Services: <https://www.midland.edu/services-resources/library/>
- Student Life
 - Campus Life: <https://www.midland.edu/campus-life/index.php/studentlife@midland.edu>
 - Counseling: counseling@midland.edu
 - Chap Pantry: chappantry@midland.edu
 - Honors Program: <https://www.midland.edu/academics/honors.php>

- Student Records
 - Transcripts: <https://www.midland.edu/enrollment-aid/transcripts.php>

2.12. Transcription of Credit: The College and Partner will each transcribe grades to their respective student records promptly upon a student's completion of a Program course and the submission of final grades.

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

As required by law, the College and the 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 Government Code §553.001 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 as 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 this paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement indented 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 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 Partner.
- b. College and Partner employees, subcontractors, and agents involved in the transmittal and/or processing of data provided under this Agreement shall be required to maintain the 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 is maintained in a secure manner that prevents 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 the 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 students and staff as such laws are applicable to the parties to 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 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.

2.14. Funding: State funding for Program costs is available to both public school districts and colleges under the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and THECB (Texas Education Code §61.059(q)).

The College will pursue applicable State funding, including but not limited to the Financial Aid for Swift Transfer (FAST) program and Performance Tier Funding. To support these efforts, the Partner agrees to provide the College with accurate and timely student information required for State reporting and verification.

2.15. Program Costs: The College and Partner agree to collaborate on covering the expenses related to providing CTE opportunities to students.

2.16. Alignment with Statewide Goals:

Goal 1 – Outreach and Communication: *The College and Partner will implement coordinated outreach efforts to inform students and parents about the benefits and costs of dual credit, including enrollment and applicable policies.*

- The Partner will invite the College to participate in all information sessions promoting dual credit.
- The College will maintain an up-to-date webpage to include information relevant to all dual credit stakeholders.
- The College and Partner will collaborate in promoting the Program through press releases, social media, and their respective webpages.
- The College and Partner will consider the use of free or low-cost open educational resources (OER) where appropriate.

Goal 2 – Transition and Acceleration to Postsecondary Education: *Dual Credit programs will assist high school students in successfully transitioning to, and accelerating through, postsecondary education.*

- The College will participate in ongoing data sharing with the Partner in support of student success.
- The College and Partner will provide coordinated academic support and early interventions to facilitate the students' successful transition to College.

Goal 3 – Advising and Student Support: *All dual credit students will receive academic and college readiness advice as well as access to student support services, to help them succeed in completing College courses.*

- The College and Partner will collaborate to provide a “new student orientation” for all Program students.
- The College advisors and Partner counselors will communicate and coordinate in advising Program students to ensure appropriate course selection, maximum transferability, and progress toward credential completion.

Goal 4 – Quality and Rigor of Instruction: *Dual credit courses must maintain a level of quality and rigor that ensures student success in subsequent courses.*

- The College will provide professional development to Partner faculty members who have been credentialed by the College to teach Program courses (“Embedded Faculty”).

2.17. Marketing: The College and Partner will coordinate the marketing and promotion of the Program to ensure consistent, accurate, and timely communication to students, parents, and the community. Partners may contact marketing@midland.edu to schedule a meeting with the College’s Marketing team for assistance with promotional materials, events, or outreach efforts.

2.18. Title IX: The College and Partner acknowledge that jurisdiction over Title IX-related incidents involving dual credit students can be complex and may, in some cases, be shared by both parties. This protocol establishes coordinated, consistent guidelines to clarify responsibilities and procedures.

Nexus and Jurisdiction:

The central principle is determining which party has the strongest nexus to the alleged misconduct, or whether both parties share a reasonable nexus. When jurisdiction exists for both parties:

- The College and Partner may conduct collaborative investigations, and
- Each party will complete separate resolutions in accordance with its own policies.

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

If permitted by law, the College and Partner will also share outcome information when the outcome impacts the other party or its students or employees.

Collaborative Investigations

When both parties agree, or when the respondent (student or employee) is reasonably under the jurisdiction of both parties, investigations may be conducted jointly, with at least one representative from each party participating. A single joint investigation report may be prepared, consistent with both parties' policies. Each party may use the shared report to complete its independent resolution. If the investigative procedures of the two parties differ substantially, making a collaborative investigation incompatible with policy compliance, the parties will conduct separate investigations.

Primary Jurisdiction Guidelines

- When one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party will normally have primary jurisdiction.
- When a party controls the venue, but the complainant is its student/employee and the respondent is associated with the other party, the complainant retains the right to file a grievance with the other party's process. The party in which the complainant is enrolled or employed is responsible for providing appropriate supportive measures.
- When a party provides only instruction or credit and is not otherwise involved in any act of misconduct, that party has no further responsibility under this protocol beyond legally required responsibilities (e.g., mandated reporting).
- When a party controls only the physical venue but is not otherwise involved in the alleged misconduct, that party will evaluate and implement any required remedial safety measures.

Definitions

- *Control*: A party that controls the venue, provides the instruction through its employee, and awards course credit is deemed to "control" that course. A party that provides instruction in the venue of another party does not control the venue.
- *Student*: A student enrolled in a dual credit course is considered a student of both parties, regardless of which party has the primary educational relationship. Each party's policies and procedures apply to its students, including dual credit students.

Imposing consequences by both parties is appropriate when the respondent is enrolled in the educational programs of both. The parties may, however, mutually agree that the party with the primary relationship to the student, or the party in whose program the incident took place, will take the lead in enforcing applicable policies.

Employees of each party are encouraged and expected to participate as witnesses in any resolution process as needed.

Title IX Contact Information:

Director of Student Support Services and Title IX Coordinator
Scharbauer Student Center, Room 125
Midland, Texas 79705
432-685-4781
Title9@midland.edu

3. GENERAL TERMS AND CONDITIONS

3.1 Term: The term of this Agreement will begin on the latter of the execution date or August 1, 2026, and will continue in effect until July 31, 2027.

3.2. Termination: The College and Partner reserve the right to terminate this Agreement by providing notice in accordance with the terms of this Agreement or as otherwise required by law. Either party may terminate this Agreement by providing written notice at least ninety (90) days before the end of the semester during which the notice is given.

To be effective, termination notice must be submitted in writing, signed by the College President or the designated official of the Partner, and personally delivered to the other party to this Agreement.

3.3. Modification: Any modification or amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

3.4. 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.

3.5. Notice: Any notice given under this Agreement by either Party may be effected a) by personal delivery in writing, or b) registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below. Notice delivered personally shall be deemed received at the actual time of delivery. Mailed notice shall be deemed received three (3) days after the date of mailing.

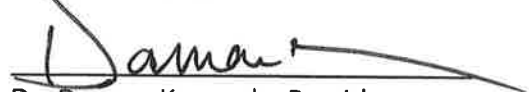
College Notice Address

Midland College
3600 N. Garfield
Midland, Texas 79705
Attn: Office of the President

Partner Notice Address

3.6. Authority: The persons signing below on behalf of the College and Partner warrant that they are duly authorized to execute this Agreement and to bind their respective organizations to its terms.

Midland College



Dr. Damon Kennedy, President

02 April 2026

Date

Hillcrest School



Betty Starnes, Executive Director

4-1-2026

Date



2026/2027 MIDLAND COLLEGE DUAL CREDIT PROGRAM MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This Memorandum of Understanding ("Agreement") is entered into by Midland College ("College") and Texas Leadership Public Schools a/k/a Texas Leadership Charter Academy ("Partner"). The purpose of this Agreement is to outline the responsibilities of both parties in providing eligible high school students with the opportunity to participate in the College's dual credit program ("Program"). Through the Program, students may earn both high school and college credit by successfully completing College-approved dual credit courses.

Participation in the Program helps students:

- build academic and technical skills;
- earn industry-based credentials;
- explore careers;
- enter professional fields; and
- pursue higher education opportunities.

This Agreement is executed in accordance with all applicable federal and state laws, accrediting requirements, and College policies.

2. THE PROGRAM

2.1. Overview: The Program is a collaborative effort between the College and Partner to provide eligible high school students with access to College courses.

Students may earn:

- Dual credit, which satisfies requirements for both high school graduation and College coursework; and/or
- College-only credit, which applies solely toward the completion of a College certificate or degree.

2.2. Eligible Courses: The State of Texas has set parameters regarding which courses may be offered for dual credit and under what conditions.

Generally, eligible courses include:

- courses from the College's core curriculum;
- career and technical education courses;
- courses from Texas High Education Coordinating Board (THECB) approved fields of study;
- foreign language courses; and
- courses as part of a defined early college pathway.

The Partner determines which College courses will count for high school credit, the corresponding high school course equivalencies, and the number of high school credit units to be awarded. The Parties will meet no later than August 1 of each program year to finalize the Program Crosswalk. The mutually agreed-upon pathways will be documented as Exhibit A: Program Crosswalk and incorporated into this agreement by reference. Any adjustments to Exhibit A may be made by written agreement of the Parties' authorized instructional representatives without requiring amendment to the full Agreement.

College courses taken for College credit only must be aligned with the completion of a College credential. Students enrolled in these courses will receive academic advising and coaching to support credential completion.

2.3. Eligible Students: To be eligible to participate in the Program, students must be enrolled in high school and must either reside within the College's service area or attend a Partner school located within the College service area.

Upon admission, dual credit students are classified as non-degree seeking and will remain non-degree seeking through the end of the second long semester after the student has earned more than fifteen (15) College credit hours. After this point, the student will be reclassified as degree seeking.

Students who are classified as non-degree seeking are not required to meet College readiness standards under the Texas Success Initiative (TSI) including TSI completion or exemption. Once a student becomes degree seeking, the student must be TSI Complete or TSI Exempt to continue enrolling in College coursework.

TSI Complete: Students who have demonstrated College readiness by meeting the minimum passing standards on the relevant TSI assessment section(s), in accordance with the state requirements, are considered TSI complete.

TSI Exempt: Students enrolled in a Level 1 Certificate pathway are TSI exempt, as defined by applicable rules of the THECB. Additional TSI exemptions are listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

TSI Complete: Students who have demonstrated College readiness by achieving the minimum passing standards under the provisions of the TSI on relevant section(s) of the assessment.

2.4. Dual Credit Cost: Eligible students may enroll in approved dual credit courses, and in any College courses approved for high school and/or College under this Agreement, at no cost to the student. (See Section 2.14 & 2.15 for additional details on funding and program costs.)

2.5. Location of Classes: Program courses may be taught on a College site, a Partner campus, or online. When Program courses are delivered on the Partner's campus, the Partner agrees to maintain appropriate instructional facilities and safe, healthy, and secure environments. This includes, but is not limited to:

- Complying with all applicable federal, state, and local regulations governing adequate and safe learning environments;
- Ensuring secure, well-maintained building with clearly defined and communicated emergency protocols;
- Creating an environment that actively prevents bullying, harassment, or discrimination; and
- Maintaining safe and functional academic environments during emergencies or other crises through documented plans and procedures.

For asynchronous online courses, the College does not require, and the Partner may not require, students to be present at any specific physical location to receive asynchronous online instruction through the Program.

2.6. Student Composition of Class: Courses offered through the Program are College courses and may include only 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).

The Partner may request to co-seat high school credit-only students with Program students. Co-seating requires prior notification to the College and is permitted by the State of Texas only when it is not financially viable for the Partner high school credit-only section, and when one of the following conditions is met:

- The course is required for completion under the State Board of Education High School Program graduation requirements;
- The high school credit-only students are enrolled in College Board Advanced Placement (AP) or International Baccalaureate (IB) coursework; or
- The course is a career and technical education (CTE) course, and the high school credit-only students are eligible to earn articulated College credit.

Notification of co-seating courses that meet the requirements above should be sent to dualinstruction@midland.edu, with "Notification of Co-Seated Course" in the subject line.

2.7. Faculty: Program courses are taught by College faculty. College faculty meet all credentialing standards required by the College and its accrediting body and are hired, assigned, and supervised by their respective dean or designated academic supervisor.

2.8. Instruction: The College will ensure that Program courses are equivalent to the corresponding courses offered on the College's main campus with respect to curriculum, instructional materials, learning outcomes, and the methods and rigor of student evaluation.

2.9. Admission & Advising: The College, through Dual Credit Services (dualcredit@midland.edu), will collaborate with the Partner's counselors on the admission, enrollment, and advising of Program students.

2.10. 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 all College students as outlined in the current edition of the College's Student Handbook.

2.11. Student Support Services: Program students have access to student support services offered to all College students. The College is responsible for ensuring timely and efficient access to these services, including but not limited to:

- MYMC1 Login & College Systems Access
 - Access to College Systems: https://www.midland.edu/audiences/mymc1_login.php
 - Email Support: <https://midland.edu/audiences/current-students/student-email.php>
 - Canvas Support: https://www.midland.edu/audiences/current-students/canvas/support_help-training.php
 - Microsoft 365 Access: <https://www.midland.edu/audiences/current-students/office365.php>
 - IT Help Desk: help@midland.edu / 432-685-4788
- Learning Support Resources
 - Accommodations: accommodations@midland.edu
 - Tutor.com (via Canvas)
 - In-person and online tutoring via the Learning Resource Center: tutoring@midland.edu
 - Writing Support: <https://www.midland.edu/services-resources/academic-support-services/writing-center.php>
 - Library Services: <https://www.midland.edu/services-resources/library/>
- Student Life
 - Campus Life: <https://www.midland.edu/campus-life/index.php/studentlife@midland.edu>
 - Counseling: counseling@midland.edu
 - Chap Pantry: chappantry@midland.edu
 - Honors Program: <https://www.midland.edu/academics/honors.php>

- Student Records

- Transcripts: <https://www.midland.edu/enrollment-aid/transcripts.php>

2.12. Transcription of Credit: The College and Partner will each transcribe grades to their respective student records promptly upon a student's completion of a Program course and the submission of final grades.

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

As required by law, the College and the 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 Government Code §553.001 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 as 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 this paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement indented 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 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 Partner.
- b. College and Partner employees, subcontractors, and agents involved in the transmittal and/or processing of data provided under this Agreement shall be required to maintain the 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 is maintained in a secure manner that prevents 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 the 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 students and staff as such laws are applicable to the parties to 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 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.

2.14. Funding: State funding for Program costs is available to both public school districts and colleges under the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and THECB (Texas Education Code §61.059(q)).

The College will pursue applicable State funding, including but not limited to the Financial Aid for Swift Transfer (FAST) program and Performance Tier Funding. To support these efforts, the Partner agrees to provide the College with accurate and timely student information required for State reporting and verification.

2.15. Program Costs: The College and Partner agree to collaborate on covering the expenses related to providing CTE opportunities to students.

2.16. Alignment with Statewide Goals:

Goal 1 – Outreach and Communication: *The College and Partner will implement coordinated outreach efforts to inform students and parents about the benefits and costs of dual credit, including enrollment and applicable policies.*

- The Partner will invite the College to participate in all information sessions promoting dual credit.
- The College will maintain an up-to-date webpage to include information relevant to all dual credit stakeholders.
- The College and Partner will collaborate in promoting the Program through press releases, social media, and their respective webpages.
- The College and Partner will consider the use of free or low-cost open educational resources (OER) where appropriate.

Goal 2 – Transition and Acceleration to Postsecondary Education: *Dual Credit programs will assist high school students in successfully transitioning to, and accelerating through, postsecondary education.*

- The College will participate in ongoing data sharing with the Partner in support of student success.
- The College and Partner will provide coordinated academic support and early interventions to facilitate the students' successful transition to College.

Goal 3 – Advising and Student Support: *All dual credit students will receive academic and college readiness advice as well as access to student support services, to help them succeed in completing College courses.*

- The College and Partner will collaborate to provide a “new student orientation” for all Program students.
- The College advisors and Partner counselors will communicate and coordinate in advising Program students to ensure appropriate course selection, maximum transferability, and progress toward credential completion.

Goal 4 – Quality and Rigor of Instruction: *Dual credit courses must maintain a level of quality and rigor that ensures student success in subsequent courses.*

- The College will provide professional development to Partner faculty members who have been credentialed by the College to teach Program courses (“Embedded Faculty”).

2.17. Marketing: The College and Partner will coordinate the marketing and promotion of the Program to ensure consistent, accurate, and timely communication to students, parents, and the community. Partners may contact marketing@midland.edu to schedule a meeting with the College’s Marketing team for assistance with promotional materials, events, or outreach efforts.

2.18. Title IX: The College and Partner acknowledge that jurisdiction over Title IX-related incidents involving dual credit students can be complex and may, in some cases, be shared by both parties. This protocol establishes coordinated, consistent guidelines to clarify responsibilities and procedures.

Nexus and Jurisdiction:

The central principle is determining which party has the strongest nexus to the alleged misconduct, or whether both parties share a reasonable nexus. When jurisdiction exists for both parties:

- The College and Partner may conduct collaborative investigations, and
- Each party will complete separate resolutions in accordance with its own policies.

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

If permitted by law, the College and Partner will also share outcome information when the outcome impacts the other party or its students or employees.

Collaborative Investigations

When both parties agree, or when the respondent (student or employee) is reasonably under the jurisdiction of both parties, investigations may be conducted jointly, with at least one representative from each party participating. A single joint investigation report may be prepared, consistent with both parties' policies. Each party may use the shared report to complete its independent resolution. If the investigative procedures of the two parties differ substantially, making a collaborative investigation incompatible with policy compliance, the parties will conduct separate investigations.

Primary Jurisdiction Guidelines

- When one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party will normally have primary jurisdiction.
- When a party controls the venue, but the complainant is its student/employee and the respondent is associated with the other party, the complainant retains the right to file a grievance with the other party's process. The party in which the complainant is enrolled or employed is responsible for providing appropriate supportive measures.
- When a party provides only instruction or credit and is not otherwise involved in any act of misconduct, that party has no further responsibility under this protocol beyond legally required responsibilities (e.g., mandated reporting).
- When a party controls only the physical venue but is not otherwise involved in the alleged misconduct, that party will evaluate and implement any required remedial safety measures.

Definitions

- **Control:** A party that controls the venue, provides the instruction through its employee, and awards course credit is deemed to "control" that course. A party that provides instruction in the venue of another party does not control the venue.
- **Student:** A student enrolled in a dual credit course is considered a student of both parties, regardless of which party has the primary educational relationship. Each party's policies and procedures apply to its students, including dual credit students.

Imposing consequences by both parties is appropriate when the respondent is enrolled in the educational programs of both. The parties may, however, mutually agree that the party with the primary relationship to the student, or the party in whose program the incident took place, will take the lead in enforcing applicable policies.

Employees of each party are encouraged and expected to participate as witnesses in any resolution process as needed.

Title IX Contact Information:

Director of Student Support Services and Title IX Coordinator
Scharbauer Student Center, Room 125
Midland, Texas 79705
432-685-4781
Title9@midland.edu

3. GENERAL TERMS AND CONDITIONS

3.1 Term: The term of this Agreement will begin on the latter of the execution date or August 1, 2026, and will continue in effect until July 31, 2027.

3.2. Termination: The College and Partner reserve the right to terminate this Agreement by providing notice in accordance with the terms of this Agreement or as otherwise required by law. Either party may terminate this Agreement by providing written notice at least ninety (90) days before the end of the semester during which the notice is given.

To be effective, termination notice must be submitted in writing, signed by the College President or the designated official of the Partner, and personally delivered to the other party to this Agreement.

3.3. Modification: Any modification or amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

3.4. 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.

3.5. Notice: Any notice given under this Agreement by either Party may be effected a) by personal delivery in writing, or b) registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below. Notice delivered personally shall be deemed received at the actual time of delivery. Mailed notice shall be deemed received three (3) days after the date of mailing.

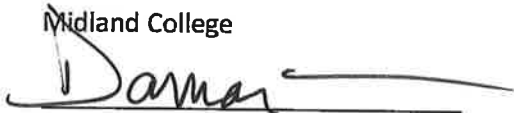
College Notice Address

Midland College
3600 N. Garfield
Midland, Texas 79705
Attn: Office of the President

Partner Notice Address

3.6. Authority: The persons signing below on behalf of the College and Partner warrant that they are duly authorized to execute this Agreement and to bind their respective organizations to its terms.

Midland College



Dr. Damon Kennedy, President

03 June 2024

Date

Texas Leadership Public Schools



Mr. Walt Landers, President

June 1, 2026

Date



2026/2027 MIDLAND COLLEGE DUAL CREDIT PROGRAM MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This Memorandum of Understanding (“Agreement”) is entered into by Midland College (“College”) and Premier High School (“Partner”). The purpose of this Agreement is to outline the responsibilities of both parties in providing eligible high school students with the opportunity to participate in the College’s dual credit program (“Program”). Through the Program, students may earn both high school and college credit by successfully completing College-approved dual credit courses.

Participation in the Program helps students:

- build academic and technical skills;
- earn industry-based credentials;
- explore careers;
- enter professional fields; and
- pursue higher education opportunities.

This Agreement is executed in accordance with all applicable federal and state laws, accrediting requirements, and College policies.

2. THE PROGRAM

2.1. Overview: The Program is a collaborative effort between the College and Partner to provide eligible high school students with access to College courses.

Students may earn:

- Dual credit, which satisfies requirements for both high school graduation and College coursework; and/or
- College-only credit, which applies solely toward the completion of a College certificate or degree.

2.2. Eligible Courses: The State of Texas has set parameters regarding which courses may be offered for dual credit and under what conditions.

Generally, eligible courses include:

- courses from the College's core curriculum;
- career and technical education courses;
- courses from Texas High Education Coordinating Board (THECB) approved fields of study;
- foreign language courses; and
- courses as part of a defined early college pathway.

The Partner determines which College courses will count for high school credit, the corresponding high school course equivalencies, and the number of high school credit units to be awarded. The Parties will meet no later than August 1 of each program year to finalize the Program Crosswalk. The mutually agreed-upon pathways will be documented as Exhibit A: Program Crosswalk and incorporated into this agreement by reference. Any adjustments to Exhibit A may be made by written agreement of the Parties' authorized instructional representatives without requiring amendment to the full Agreement.

College courses taken for College credit only must be aligned with the completion of a College credential. Students enrolled in these courses will receive academic advising and coaching to support credential completion.

2.3. Eligible Students: To be eligible to participate in the Program, students must be enrolled in high school and must either reside within the College's service area or attend a Partner school located within the College service area.

Upon admission, dual credit students are classified as non-degree seeking and will remain non-degree seeking through the end of the second long semester after the student has earned more than fifteen (15) College credit hours. After this point, the student will be reclassified as degree seeking.

Students who are classified as non-degree seeking are not required to meet College readiness standards under the Texas Success Initiative (TSI) including TSI completion or exemption. Once a student becomes degree seeking, the student must be TSI Complete or TSI Exempt to continue enrolling in College coursework.

TSI Complete: Students who have demonstrated College readiness by meeting the minimum passing standards on the relevant TSI assessment section(s), in accordance with the state requirements, are considered TSI complete.

TSI Exempt: Students enrolled in a Level 1 Certificate pathway are TSI exempt, as defined by applicable rules of the THECB. Additional TSI exemptions are listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

TSI Complete: Students who have demonstrated College readiness by achieving the minimum passing standards under the provisions of the TSI on relevant section(s) of the assessment.

2.4. Dual Credit Cost: Eligible students may enroll in approved dual credit courses, and in any College courses approved for high school and/or College under this Agreement, at no cost to the student. (See Section 2.14 & 2.15 for additional details on funding and program costs.)

2.5. Location of Classes: Program courses may be taught on a College site, a Partner campus, or online. When Program courses are delivered on the Partner's campus, the Partner agrees to maintain appropriate instructional facilities and safe, healthy, and secure environments. This includes, but is not limited to:

- Complying with all applicable federal, state, and local regulations governing adequate and safe learning environments;
- Ensuring secure, well-maintained building with clearly defined and communicated emergency protocols;
- Creating an environment that actively prevents bullying, harassment, or discrimination; and
- Maintaining safe and functional academic environments during emergencies or other crises through documented plans and procedures.

For asynchronous online courses, the College does not require, and the Partner may not require, students to be present at any specific physical location to receive asynchronous online instruction through the Program.

2.6. Student Composition of Class: Courses offered through the Program are College courses and may include only 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).

The Partner may request to co-seat high school credit-only students with Program students. Co-seating requires prior notification to the College and is permitted by the State of Texas only when it is not financially viable for the Partner high school credit-only section, and when one of the following conditions is met:

- The course is required for completion under the State Board of Education High School Program graduation requirements;
- The high school credit-only students are enrolled in College Board Advanced Placement (AP) or International Baccalaureate (IB) coursework; or
- The course is a career and technical education (CTE) course, and the high school credit-only students are eligible to earn articulated College credit.

Notification of co-seating courses that meet the requirements above should be sent to dualinstruction@midland.edu, with “Notification of Co-Seated Course” in the subject line.

2.7. Faculty: Program courses are taught by College faculty. College faculty meet all credentialing standards required by the College and its accrediting body and are hired, assigned, and supervised by their respective dean or designated academic supervisor.

2.8. Instruction: The College will ensure that Program courses are equivalent to the corresponding courses offered on the College’s main campus with respect to curriculum, instructional materials, learning outcomes, and the methods and rigor of student evaluation.

2.9. Admission & Advising: The College, through Dual Credit Services (dualcredit@midland.edu), will collaborate with the Partner’s counselors on the admission, enrollment, and advising of Program students.

2.10. 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 all College students as outlined in the current edition of the College’s Student Handbook.

2.11. Student Support Services: Program students have access to student support services offered to all College students. The College is responsible for ensuring timely and efficient access to these services, including but not limited to:

- MYMC1 Login & College Systems Access
 - Access to College Systems: <https://www.midland.edu/audiences/mymc1-login.php>
 - Email Support: <https://midland.edu/audiences/current-students/student-email.php>
 - Canvas Support: <https://www.midland.edu/audiences/current-students/canvas/support-help-training.php>
 - Microsoft 365 Access: <https://www.midland.edu/audiences/current-students/office365.php>
 - IT Help Desk: help@midland.edu / 432-685-4788
- Learning Support Resources
 - Accommodations: accommodations@midland.edu
 - Tutor.com (via Canvas)
 - In-person and online tutoring via the Learning Resource Center: tutoring@midland.edu
 - Writing Support: <https://www.midland.edu/services-resources/academic-support-services/writing-center.php>
 - Library Services: <https://www.midland.edu/services-resources/library/>

- Student Life
 - Campus Life: <https://www.midland.edu/campus-life/index.php/studentlife@midland.edu>
 - Counseling: counseling@midland.edu
 - Chap Pantry: chappantry@midland.edu
 - Honors Program: <https://www.midland.edu/academics/honors.php>
- Student Records
 - Transcripts: <https://www.midland.edu/enrollment-aid/transcripts.php>

2.12. Transcription of Credit: The College and Partner will each transcribe grades to their respective student records promptly upon a student's completion of a Program course and the submission of final grades.

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

As required by law, the College and the 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 Government Code §553.001 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 as 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 this paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement indented 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 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 Partner.

- b. College and Partner employees, subcontractors, and agents involved in the transmittal and/or processing of data provided under this Agreement shall be required to maintain the 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 is maintained in a secure manner that prevents 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 the 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 students and staff as such laws are applicable to the parties to 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 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.

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2.16. Alignment with Statewide Goals:

Goal 1 – Outreach and Communication: *The College and Partner will implement coordinated outreach efforts to inform students and parents about the benefits and costs of dual credit, including enrollment and applicable policies.*

- The Partner will invite the College to participate in all information sessions promoting dual credit.
- The College will maintain an up-to-date webpage to include information relevant to all dual credit stakeholders.
- The College and Partner will collaborate in promoting the Program through press releases, social media, and their respective webpages.
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- The College advisors and Partner counselors will communicate and coordinate in advising Program students to ensure appropriate course selection, maximum transferability, and progress toward credential completion.

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- The College will provide professional development to Partner faculty members who have been credentialed by the College to teach Program courses (“Embedded Faculty”).

2.17. Marketing: The College and Partner will coordinate the marketing and promotion of the Program to ensure consistent, accurate, and timely communication to students, parents, and the community. Partners may contact marketing@midland.edu to schedule a meeting with the College’s Marketing team for assistance with promotional materials, events, or outreach efforts.

2.18. Title IX: The College and Partner acknowledge that jurisdiction over Title IX-related incidents involving dual credit students can be complex and may, in some cases, be

shared by both parties. This protocol establishes coordinated, consistent guidelines to clarify responsibilities and procedures.

Nexus and Jurisdiction:

The central principle is determining which party has the strongest nexus to the alleged misconduct, or whether both parties share a reasonable nexus. When jurisdiction exists for both parties:

- The College and Partner may conduct collaborative investigations, and
- Each party will complete separate resolutions in accordance with its own policies.

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

If permitted by law, the College and Partner will also share outcome information when the outcome impacts the other party or its students or employees.

Collaborative Investigations

When both parties agree, or when the respondent (student or employee) is reasonably under the jurisdiction of both parties, investigations may be conducted jointly, with at least one representative from each party participating. A single joint investigation report may be prepared, consistent with both parties' policies. Each party may use the shared report to complete its independent resolution. If the investigative procedures of the two parties differ substantially, making a collaborative investigation incompatible with policy compliance, the parties will conduct separate investigations.

Primary Jurisdiction Guidelines

- When one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party will normally have primary jurisdiction.
- When a party controls the venue, but the complainant is its student/employee and the respondent is associated with the other party, the complainant retains the right to file a grievance with the other party's process. The party in which the complainant is enrolled or employed is responsible for providing appropriate supportive measures.
- When a party provides only instruction or credit and is not otherwise involved in any act of misconduct, that party has no further responsibility under this protocol beyond legally required responsibilities (e.g., mandated reporting).
- When a party controls only the physical venue but is not otherwise involved in the alleged misconduct, that party will evaluate and implement any required remedial safety measures.

Definitions

- **Control:** A party that controls the venue, provides the instruction through its employee, and awards course credit is deemed to “control” that course. A party that provides instruction in the venue of another party does not control the venue.
- **Student:** A student enrolled in a dual credit course is considered a student of both parties, regardless of which party has the primary educational relationship. Each party’s policies and procedures apply to its students, including dual credit students.

Imposing consequences by both parties is appropriate when the respondent is enrolled in the educational programs of both. The parties may, however, mutually agree that the party with the primary relationship to the student, or the party in whose program the incident took place, will take the lead in enforcing applicable policies.

Employees of each party are encouraged and expected to participate as witnesses in any resolution process as needed.

Title IX Contact Information:

Director of Student Support Services and Title IX Coordinator
Scharbauer Student Center, Room 125
Midland, Texas 79705
432-685-4781
Title9@midland.edu

3. GENERAL TERMS AND CONDITIONS

3.1 Term: The term of this Agreement will begin on the latter of the execution date or August 1, 2026, and will continue in effect until July 31, 2027.

3.2. Termination: The College and Partner reserve the right to terminate this Agreement by providing notice in accordance with the terms of this Agreement or as otherwise required by law. Either party may terminate this Agreement by providing written notice at least ninety (90) days before the end of the semester during which the notice is given.

To be effective, termination notice must be submitted in writing, signed by the College President or the designated official of the Partner, and personally delivered to the other party to this Agreement.

3.3. Modification: Any modification or amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

3.4. 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.

3.5. Notice: Any notice given under this Agreement by either Party may be effected a) by personal delivery in writing, or b) registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below. Notice delivered personally shall be deemed received at the actual time of delivery. Mailed notice shall be deemed received three (3) days after the date of mailing.

College Notice Address

Midland College
3600 N. Garfield
Midland, Texas 79705

Attn: Office of the President

Partner Notice Address

3.6. Authority: The persons signing below on behalf of the College and Partner warrant that they are duly authorized to execute this Agreement and to bind their respective organizations to its terms.

Midland College



Dr. Damon Kennedy, President

12 Aug 2024
Date

Premier High School

Jodie Browning, Campus Director

Date



2026/2027 MIDLAND COLLEGE DUAL CREDIT PROGRAM MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This Memorandum of Understanding (“Agreement”) is entered into by Midland College (“College”) and Terrell County Independent School District (“Partner”). The purpose of this Agreement is to outline the responsibilities of both parties in providing eligible high school students with the opportunity to participate in the College’s dual credit program (“Program”). Through the Program, students may earn both high school and college credit by successfully completing College-approved dual credit courses.

Participation in the Program helps students:

- build academic and technical skills;
- earn industry-based credentials;
- explore careers;
- enter professional fields; and
- pursue higher education opportunities.

This Agreement is executed in accordance with all applicable federal and state laws, accrediting requirements, and College policies.

2. THE PROGRAM

2.1. Overview: The Program is a collaborative effort between the College and Partner to provide eligible high school students with access to College courses.

Students may earn:

- Dual credit, which satisfies requirements for both high school graduation and College coursework; and/or
- College-only credit, which applies solely toward the completion of a College certificate or degree.

2.2. Eligible Courses: The State of Texas has set parameters regarding which courses may be offered for dual credit and under what conditions.

Generally, eligible courses include:

- courses from the College's core curriculum;
- career and technical education courses;
- courses from Texas High Education Coordinating Board (THECB) approved fields of study;
- foreign language courses; and
- courses as part of a defined early college pathway.

The Partner determines which College courses will count for high school credit, the corresponding high school course equivalencies, and the number of high school credit units to be awarded. The Parties will meet no later than August 1 of each program year to finalize the Program Crosswalk. The mutually agreed-upon pathways will be documented as Exhibit A: Program Crosswalk and incorporated into this agreement by reference. Any adjustments to Exhibit A may be made by written agreement of the Parties' authorized instructional representatives without requiring amendment to the full Agreement.

College courses taken for College credit only must be aligned with the completion of a College credential. Students enrolled in these courses will receive academic advising and coaching to support credential completion.

2.3. Eligible Students: To be eligible to participate in the Program, students must be enrolled in high school and must either reside within the College's service area or attend a Partner school located within the College service area.

Upon admission, dual credit students are classified as non-degree seeking and will remain non-degree seeking through the end of the second long semester after the student has earned more than fifteen (15) College credit hours. After this point, the student will be reclassified as degree seeking.

Students who are classified as non-degree seeking are not required to meet College readiness standards under the Texas Success Initiative (TSI) including TSI completion or exemption. Once a student becomes degree seeking, the student must be TSI Complete or TSI Exempt to continue enrolling in College coursework.

TSI Complete: Students who have demonstrated College readiness by meeting the minimum passing standards on the relevant TSI assessment section(s), in accordance with the state requirements, are considered TSI complete.

TSI Exempt: Students enrolled in a Level 1 Certificate pathway are TSI exempt, as defined by applicable rules of the THECB. Additional TSI exemptions are listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

TSI Complete: Students who have demonstrated College readiness by achieving the minimum passing standards under the provisions of the TSI on relevant section(s) of the assessment.

2.4. Dual Credit Cost: Eligible students may enroll in approved dual credit courses, and in any College courses approved for high school and/or College under this Agreement, at no cost to the student. (See Section 2.14 & 2.15 for additional details on funding and program costs.)

2.5. Location of Classes: Program courses may be taught on a College site, a Partner campus, or online. When Program courses are delivered on the Partner's campus, the Partner agrees to maintain appropriate instructional facilities and safe, healthy, and secure environments. This includes, but is not limited to:

- Complying with all applicable federal, state, and local regulations governing adequate and safe learning environments;
- Ensuring secure, well-maintained building with clearly defined and communicated emergency protocols;
- Creating an environment that actively prevents bullying, harassment, or discrimination; and
- Maintaining safe and functional academic environments during emergencies or other crises through documented plans and procedures.

For asynchronous online courses, the College does not require, and the Partner may not require, students to be present at any specific physical location to receive asynchronous online instruction through the Program.

2.6. Student Composition of Class: Courses offered through the Program are College courses and may include only 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).

The Partner may request to co-seat high school credit-only students with Program students. Co-seating requires prior notification to the College and is permitted by the State of Texas only when it is not financially viable for the Partner high school credit-only section, and when one of the following conditions is met:

- The course is required for completion under the State Board of Education High School Program graduation requirements;
- The high school credit-only students are enrolled in College Board Advanced Placement (AP) or International Baccalaureate (IB) coursework; or
- The course is a career and technical education (CTE) course, and the high school credit-only students are eligible to earn articulated College credit.

Notification of co-seating courses that meet the requirements above should be sent to dualinstruction@midland.edu, with “Notification of Co-Seated Course” in the subject line.

2.7. Faculty: Program courses are taught by College faculty. College faculty meet all credentialing standards required by the College and its accrediting body and are hired, assigned, and supervised by their respective dean or designated academic supervisor.

2.8. Instruction: The College will ensure that Program courses are equivalent to the corresponding courses offered on the College’s main campus with respect to curriculum, instructional materials, learning outcomes, and the methods and rigor of student evaluation.

2.9. Admission & Advising: The College, through Dual Credit Services (dualcredit@midland.edu), will collaborate with the Partner’s counselors on the admission, enrollment, and advising of Program students.

2.10. 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 all College students as outlined in the current edition of the College’s Student Handbook.

2.11. Student Support Services: Program students have access to student support services offered to all College students. The College is responsible for ensuring timely and efficient access to these services, including but not limited to:

- MYMC1 Login & College Systems Access
 - Access to College Systems: <https://www.midland.edu/audiences/mymc1-login.php>
 - Email Support: <https://midland.edu/audiences/current-students/student-email.php>
 - Canvas Support: <https://www.midland.edu/audiences/current-students/canvas/support-help-training.php>
 - Microsoft 365 Access: <https://www.midland.edu/audiences/current-students/office365.php>
 - IT Help Desk: help@midland.edu / 432-685-4788
- Learning Support Resources
 - Accommodations: accommodations@midland.edu
 - Tutor.com (via Canvas)
 - In-person and online tutoring via the Learning Resource Center: tutoring@midland.edu
 - Writing Support: <https://www.midland.edu/services-resources/academic-support-services/writing-center.php>
 - Library Services: <https://www.midland.edu/services-resources/library/>

- Student Life
 - Campus Life: <https://www.midland.edu/campus-life/index.php/studentlife@midland.edu>
 - Counseling: counseling@midland.edu
 - Chap Pantry: chappantry@midland.edu
 - Honors Program: <https://www.midland.edu/academics/honors.php>
- Student Records
 - Transcripts: <https://www.midland.edu/enrollment-aid/transcripts.php>

2.12. Transcription of Credit: The College and Partner will each transcribe grades to their respective student records promptly upon a student's completion of a Program course and the submission of final grades.

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

As required by law, the College and the 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 Government Code §553.001 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 as 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 this paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement indented 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 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 Partner.

- b. College and Partner employees, subcontractors, and agents involved in the transmittal and/or processing of data provided under this Agreement shall be required to maintain the 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 is maintained in a secure manner that prevents 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 the 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 students and staff as such laws are applicable to the parties to 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 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.

2.14. Funding: State funding for Program costs is available to both public school districts and colleges under the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and THECB (Texas Education Code §61.059(q)).

The College will pursue applicable State funding, including but not limited to the Financial Aid for Swift Transfer (FAST) program and Performance Tier Funding. To support these efforts, the Partner agrees to provide the College with accurate and timely student information required for State reporting and verification.

2.15. Program Costs: The College and Partner agree to collaborate on covering the expenses related to providing CTE opportunities to students.

2.16. Alignment with Statewide Goals:

Goal 1 – Outreach and Communication: *The College and Partner will implement coordinated outreach efforts to inform students and parents about the benefits and costs of dual credit, including enrollment and applicable policies.*

- The Partner will invite the College to participate in all information sessions promoting dual credit.
- The College will maintain an up-to-date webpage to include information relevant to all dual credit stakeholders.
- The College and Partner will collaborate in promoting the Program through press releases, social media, and their respective webpages.
- The College and Partner will consider the use of free or low-cost open educational resources (OER) where appropriate.

Goal 2 – Transition and Acceleration to Postsecondary Education: *Dual Credit programs will assist high school students in successfully transitioning to, and accelerating through, postsecondary education.*

- The College will participate in ongoing data sharing with the Partner in support of student success.
- The College and Partner will provide coordinated academic support and early interventions to facilitate the students' successful transition to College.

Goal 3 – Advising and Student Support: *All dual credit students will receive academic and college readiness advice as well as access to student support services, to help them succeed in completing College courses.*

- The College and Partner will collaborate to provide a “new student orientation” for all Program students.
- The College advisors and Partner counselors will communicate and coordinate in advising Program students to ensure appropriate course selection, maximum transferability, and progress toward credential completion.

Goal 4 – Quality and Rigor of Instruction: *Dual credit courses must maintain a level of quality and rigor that ensures student success in subsequent courses.*

- The College will provide professional development to Partner faculty members who have been credentialed by the College to teach Program courses (“Embedded Faculty”).

2.17. Marketing: The College and Partner will coordinate the marketing and promotion of the Program to ensure consistent, accurate, and timely communication to students, parents, and the community. Partners may contact marketing@midland.edu to schedule a meeting with the College’s Marketing team for assistance with promotional materials, events, or outreach efforts.

2.18. Title IX: The College and Partner acknowledge that jurisdiction over Title IX-related incidents involving dual credit students can be complex and may, in some cases, be

shared by both parties. This protocol establishes coordinated, consistent guidelines to clarify responsibilities and procedures.

Nexus and Jurisdiction:

The central principle is determining which party has the strongest nexus to the alleged misconduct, or whether both parties share a reasonable nexus. When jurisdiction exists for both parties:

- The College and Partner may conduct collaborative investigations, and
- Each party will complete separate resolutions in accordance with its own policies.

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

If permitted by law, the College and Partner will also share outcome information when the outcome impacts the other party or its students or employees.

Collaborative Investigations

When both parties agree, or when the respondent (student or employee) is reasonably under the jurisdiction of both parties, investigations may be conducted jointly, with at least one representative from each party participating. A single joint investigation report may be prepared, consistent with both parties' policies. Each party may use the shared report to complete its independent resolution. If the investigative procedures of the two parties differ substantially, making a collaborative investigation incompatible with policy compliance, the parties will conduct separate investigations.

Primary Jurisdiction Guidelines

- When one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party will normally have primary jurisdiction.
- When a party controls the venue, but the complainant is its student/employee and the respondent is associated with the other party, the complainant retains the right to file a grievance with the other party's process. The party in which the complainant is enrolled or employed is responsible for providing appropriate supportive measures.
- When a party provides only instruction or credit and is not otherwise involved in any act of misconduct, that party has no further responsibility under this protocol beyond legally required responsibilities (e.g., mandated reporting).
- When a party controls only the physical venue but is not otherwise involved in the alleged misconduct, that party will evaluate and implement any required remedial safety measures.

Definitions

- **Control:** A party that controls the venue, provides the instruction through its employee, and awards course credit is deemed to “control” that course. A party that provides instruction in the venue of another party does not control the venue.
- **Student:** A student enrolled in a dual credit course is considered a student of both parties, regardless of which party has the primary educational relationship. Each party’s policies and procedures apply to its students, including dual credit students.

Imposing consequences by both parties is appropriate when the respondent is enrolled in the educational programs of both. The parties may, however, mutually agree that the party with the primary relationship to the student, or the party in whose program the incident took place, will take the lead in enforcing applicable policies.

Employees of each party are encouraged and expected to participate as witnesses in any resolution process as needed.

Title IX Contact Information:

Director of Student Support Services and Title IX Coordinator
Scharbauer Student Center, Room 125
Midland, Texas 79705
432-685-4781
Title9@midland.edu

3. GENERAL TERMS AND CONDITIONS

3.1 Term: The term of this Agreement will begin on the latter of the execution date or August 1, 2026, and will continue in effect until July 31, 2027.

3.2. Termination: The College and Partner reserve the right to terminate this Agreement by providing notice in accordance with the terms of this Agreement or as otherwise required by law. Either party may terminate this Agreement by providing written notice at least ninety (90) days before the end of the semester during which the notice is given.

To be effective, termination notice must be submitted in writing, signed by the College President or the designated official of the Partner, and personally delivered to the other party to this Agreement.

3.3. Modification: Any modification or amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

3.4. 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.

3.5. Notice: Any notice given under this Agreement by either Party may be effected a) by personal delivery in writing, or b) registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below. Notice delivered personally shall be deemed received at the actual time of delivery. Mailed notice shall be deemed received three (3) days after the date of mailing.

College Notice Address

Midland College
3600 N. Garfield
Midland, Texas 79705

Partner Notice Address

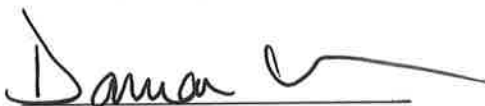
Terrell County ISD
PO Box 747

Attn: Office of the President

Sandersen, TX 79848

3.6. Authority: The persons signing below on behalf of the College and Partner warrant that they are duly authorized to execute this Agreement and to bind their respective organizations to its terms.

Midland College



Dr. Damon Kennedy, President

02 Jun 2026
Date

Terrell County Independent School
District



Mr. Fernando Sanchez, President

May 20, 2026
Date



2026/2027 MIDLAND COLLEGE DUAL CREDIT PROGRAM MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This Memorandum of Understanding ("Agreement") is entered into by Midland College ("College") and Reagan County Independent School District ("Partner"). The purpose of this Agreement is to outline the responsibilities of both parties in providing eligible high school students with the opportunity to participate in the College's dual credit program ("Program"). Through the Program, students may earn both high school and college credit by successfully completing College-approved dual credit courses.

Participation in the Program helps students:

- build academic and technical skills;
- earn industry-based credentials;
- explore careers;
- enter professional fields; and
- pursue higher education opportunities.

This Agreement is executed in accordance with all applicable federal and state laws, accrediting requirements, and College policies.

2. THE PROGRAM

2.1. Overview: The Program is a collaborative effort between the College and Partner to provide eligible high school students with access to College courses.

Students may earn:

- Dual credit, which satisfies requirements for both high school graduation and College coursework; and/or
- College-only credit, which applies solely toward the completion of a College certificate or degree.

2.2. Eligible Courses: The State of Texas has set parameters regarding which courses may be offered for dual credit and under what conditions.

Generally, eligible courses include:

- courses from the College's core curriculum;
- career and technical education courses;
- courses from Texas High Education Coordinating Board (THECB) approved fields of study;
- foreign language courses; and
- courses as part of a defined early college pathway.

The Partner determines which College courses will count for high school credit, the corresponding high school course equivalencies, and the number of high school credit units to be awarded. The Parties will meet no later than August 1 of each program year to finalize the Program Crosswalk. The mutually agreed-upon pathways will be documented as Exhibit A: Program Crosswalk and incorporated into this agreement by reference. Any adjustments to Exhibit A may be made by written agreement of the Parties' authorized instructional representatives without requiring amendment to the full Agreement.

College courses taken for College credit only must be aligned with the completion of a College credential. Students enrolled in these courses will receive academic advising and coaching to support credential completion.

2.3. Eligible Students: To be eligible to participate in the Program, students must be enrolled in high school and must either reside within the College's service area or attend a Partner school located within the College service area.

Upon admission, dual credit students are classified as non-degree seeking and will remain non-degree seeking through the end of the second long semester after the student has earned more than fifteen (15) College credit hours. After this point, the student will be reclassified as degree seeking.

Students who are classified as non-degree seeking are not required to meet College readiness standards under the Texas Success Initiative (TSI) including TSI completion or exemption. Once a student becomes degree seeking, the student must be TSI Complete or TSI Exempt to continue enrolling in College coursework.

TSI Complete: Students who have demonstrated College readiness by meeting the minimum passing standards on the relevant TSI assessment section(s), in accordance with the state requirements, are considered TSI complete.

TSI Exempt: Students enrolled in a Level 1 Certificate pathway are TSI exempt, as defined by applicable rules of the THECB. Additional TSI exemptions are listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

TSI Complete: Students who have demonstrated College readiness by achieving the minimum passing standards under the provisions of the TSI on relevant section(s) of the assessment.

2.4. Dual Credit Cost: Eligible students may enroll in approved dual credit courses, and in any College courses approved for high school and/or College under this Agreement, at no cost to the student. (See Section 2.14 & 2.15 for additional details on funding and program costs.)

2.5. Location of Classes: Program courses may be taught on a College site, a Partner campus, or online. When Program courses are delivered on the Partner's campus, the Partner agrees to maintain appropriate instructional facilities and safe, healthy, and secure environments. This includes, but is not limited to:

- Complying with all applicable federal, state, and local regulations governing adequate and safe learning environments;
- Ensuring secure, well-maintained building with clearly defined and communicated emergency protocols;
- Creating an environment that actively prevents bullying, harassment, or discrimination; and
- Maintaining safe and functional academic environments during emergencies or other crises through documented plans and procedures.

For asynchronous online courses, the College does not require, and the Partner may not require, students to be present at any specific physical location to receive asynchronous online instruction through the Program.

2.6. Student Composition of Class: Courses offered through the Program are College courses and may include only 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).

The Partner may request to co-seat high school credit-only students with Program students. Co-seating requires prior notification to the College and is permitted by the State of Texas only when it is not financially viable for the Partner high school credit-only section, and when one of the following conditions is met:

- The course is required for completion under the State Board of Education High School Program graduation requirements;
- The high school credit-only students are enrolled in College Board Advanced Placement (AP) or International Baccalaureate (IB) coursework; or
- The course is a career and technical education (CTE) course, and the high school credit-only students are eligible to earn articulated College credit.

Notification of co-seating courses that meet the requirements above should be sent to dualinstruction@midland.edu, with “Notification of Co-Seated Course” in the subject line.

2.7. Faculty: Program courses are taught by College faculty. College faculty meet all credentialing standards required by the College and its accrediting body and are hired, assigned, and supervised by their respective dean or designated academic supervisor.

2.8. Instruction: The College will ensure that Program courses are equivalent to the corresponding courses offered on the College’s main campus with respect to curriculum, instructional materials, learning outcomes, and the methods and rigor of student evaluation.

2.9. Admission & Advising: The College, through Dual Credit Services (dualcredit@midland.edu), will collaborate with the Partner’s counselors on the admission, enrollment, and advising of Program students.

2.10. 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 all College students as outlined in the current edition of the College’s Student Handbook.

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 - Microsoft 365 Access: <https://www.midland.edu/audiences/current-students/office365.php>
 - IT Help Desk: help@midland.edu / 432-685-4788
- Learning Support Resources
 - Accommodations: accommodations@midland.edu
 - Tutor.com (via Canvas)
 - In-person and online tutoring via the Learning Resource Center: tutoring@midland.edu
 - Writing Support: <https://www.midland.edu/services-resources/academic-support-services/writing-center.php>
 - Library Services: <https://www.midland.edu/services-resources/library/>

- Student Life
 - Campus Life: <https://www.midland.edu/campus-life/index.php/studentlife@midland.edu>
 - Counseling: counseling@midland.edu
 - Chap Pantry: chappantry@midland.edu
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 - Transcripts: <https://www.midland.edu/enrollment-aid/transcripts.php>

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- 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 is maintained in a secure manner that prevents interception, diversion, or other unauthorized access to said data.
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- The College will maintain an up-to-date webpage to include information relevant to all dual credit stakeholders.
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shared by both parties. This protocol establishes coordinated, consistent guidelines to clarify responsibilities and procedures.

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The central principle is determining which party has the strongest nexus to the alleged misconduct, or whether both parties share a reasonable nexus. When jurisdiction exists for both parties:

- The College and Partner may conduct collaborative investigations, and
- Each party will complete separate resolutions in accordance with its own policies.

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If permitted by law, the College and Partner will also share outcome information when the outcome impacts the other party or its students or employees.

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- When a party controls only the physical venue but is not otherwise involved in the alleged misconduct, that party will evaluate and implement any required remedial safety measures.

Definitions

- **Control:** A party that controls the venue, provides the instruction through its employee, and awards course credit is deemed to “control” that course. A party that provides instruction in the venue of another party does not control the venue.
- **Student:** A student enrolled in a dual credit course is considered a student of both parties, regardless of which party has the primary educational relationship. Each party’s policies and procedures apply to its students, including dual credit students.

Imposing consequences by both parties is appropriate when the respondent is enrolled in the educational programs of both. The parties may, however, mutually agree that the party with the primary relationship to the student, or the party in whose program the incident took place, will take the lead in enforcing applicable policies.

Employees of each party are encouraged and expected to participate as witnesses in any resolution process as needed.

Title IX Contact Information:

Director of Student Support Services and Title IX Coordinator
Scharbauer Student Center, Room 125
Midland, Texas 79705
432-685-4781
Title9@midland.edu

3. GENERAL TERMS AND CONDITIONS

3.1 Term: The term of this Agreement will begin on the latter of the execution date or August 1, 2026, and will continue in effect until July 31, 2027.

3.2. Termination: The College and Partner reserve the right to terminate this Agreement by providing notice in accordance with the terms of this Agreement or as otherwise required by law. Either party may terminate this Agreement by providing written notice at least ninety (90) days before the end of the semester during which the notice is given.

To be effective, termination notice must be submitted in writing, signed by the College President or the designated official of the Partner, and personally delivered to the other party to this Agreement.

3.3. Modification: Any modification or amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

3.4. 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.

3.5. Notice: Any notice given under this Agreement by either Party may be effected a) by personal delivery in writing, or b) registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below. Notice delivered personally shall be deemed received at the actual time of delivery. Mailed notice shall be deemed received three (3) days after the date of mailing.

College Notice Address

Midland College
3600 N. Garfield
Midland, Texas 79705

Partner Notice Address

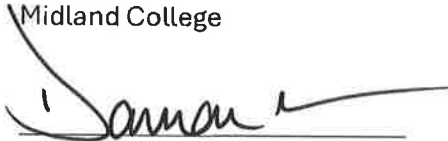
Reagan County ISD
1111 12th Street

Attn: Office of the President

Big Lake, TX 76932

3.6. Authority: The persons signing below on behalf of the College and Partner warrant that they are duly authorized to execute this Agreement and to bind their respective organizations to its terms.

Midland College



Dr. Damon Kennedy, President

6/9/24
Date

Reagan County Independent School District



Mr. Eric Hallmark, Superintendent

6/9/24
Date



2026/2027 MIDLAND COLLEGE DUAL CREDIT PROGRAM MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This Memorandum of Understanding (“Agreement”) is entered into by Midland College (“College”) and Midland Independent School District (“Partner”). The purpose of this Agreement is to outline the responsibilities of both parties in providing eligible high school students with the opportunity to participate in the College’s dual credit program (“Program”). Through the Program, students may earn both high school and college credit by successfully completing College-approved dual credit courses.

Participation in the Program helps students:

- build academic and technical skills;
- earn industry-based credentials;
- explore careers;
- enter professional fields; and
- pursue higher education opportunities.

This Agreement is executed in accordance with all applicable federal and state laws, accrediting requirements, and College policies.

2. THE PROGRAM

2.1. Overview: The Program is a collaborative effort between the College and Partner to provide eligible high school students with access to College courses.

Students may earn:

- Dual credit, which satisfies requirements for both high school graduation and College coursework; and/or
- College-only credit, which applies solely toward the completion of a College certificate or degree.

2.2. Eligible Courses: The State of Texas has set parameters regarding which courses may be offered for dual credit and under what conditions.

Generally, eligible courses include:

- courses from the College's core curriculum;
- career and technical education courses;
- courses from Texas High Education Coordinating Board (THECB) approved fields of study;
- foreign language courses; and
- courses as part of a defined early college pathway.

The Partner determines which College courses will count for high school credit, the corresponding high school course equivalencies, and the number of high school credit units to be awarded. The Parties will meet no later than August 1 of each program year to finalize the Program Crosswalk. The mutually agreed-upon pathways will be documented as Exhibit A: Program Crosswalk and incorporated into this agreement by reference. Any adjustments to Exhibit A may be made by written agreement of the Parties' authorized instructional representatives without requiring amendment to the full Agreement.

College courses taken for College credit only must be aligned with the completion of a College credential. Students enrolled in these courses will receive academic advising and coaching to support credential completion.

2.3. Eligible Students: To be eligible to participate in the Program, students must be enrolled in high school and must either reside within the College's service area or attend a Partner school located within the College service area.

Upon admission, dual credit students are classified as non-degree seeking and will remain non-degree seeking through the end of the second long semester after the student has earned more than fifteen (15) College credit hours. After this point, the student will be reclassified as degree seeking.

Students who are classified as non-degree seeking are not required to meet College readiness standards under the Texas Success Initiative (TSI) including TSI completion or exemption. Once a student becomes degree seeking, the student must be TSI Complete or TSI Exempt to continue enrolling in College coursework.

TSI Complete: Students who have demonstrated College readiness by meeting the minimum passing standards on the relevant TSI assessment section(s), in accordance with the state requirements, are considered TSI complete.

TSI Exempt: Students enrolled in a Level 1 Certificate pathway are TSI exempt, as defined by applicable rules of the THECB. Additional TSI exemptions are listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

TSI Complete: Students who have demonstrated College readiness by achieving the minimum passing standards under the provisions of the TSI on relevant section(s) of the assessment.

2.4. Dual Credit Cost: Eligible students may enroll in approved dual credit courses, and in any College courses approved for high school and/or College under this Agreement, at no cost to the student. (See Section 2.14 & 2.15 for additional details on funding and program costs.)

2.5. Location of Classes: Program courses may be taught on a College campus, a Partner campus, or online. When Program courses are delivered on the Partner's campus, the Partner agrees to maintain appropriate instructional facilities and safe, healthy, and secure environments. This includes, but is not limited to:

- Complying with all applicable federal, state, and local regulations governing adequate and safe learning environments;
- Ensuring secure, well-maintained building with clearly defined and communicated emergency protocols;
- Creating an environment that actively prevents bullying, harassment, or discrimination; and
- Maintaining safe and functional academic environments during emergencies or other crises through documented plans and procedures.

For asynchronous online courses, the College does not require, and the Partner may not require, students to be present at any specific physical location to receive asynchronous online instruction through the Program.

2.6. Student Composition of Class: Courses offered through the Program are College courses and may include only 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).

The Partner may request to co-seat high school credit-only students with Program students. Co-seating requires prior notification to the College and is permitted by the State of Texas only when it is not financially viable for the Partner high school credit-only section, and when one of the following conditions is met:

- The course is required for completion under the State Board of Education High School Program graduation requirements;
- The high school credit-only students are enrolled in College Board Advanced Placement (AP) or International Baccalaureate (IB) coursework; or
- The course is a career and technical education (CTE) course, and the high school credit-only students are eligible to earn articulated College credit.

Notification of co-seating courses that meet the requirements above should be sent to dualinstruction@midland.edu, with "Notification of Co-Seated Course" in the subject line.

2.7. Faculty: Program courses are taught by College faculty. College faculty meet all credentialing standards required by the College and its accrediting body and are hired, assigned, and supervised by their respective dean or designated academic supervisor.

2.8. Instruction: The College will ensure that Program courses are equivalent to the corresponding courses offered on the College's main campus with respect to curriculum, instructional materials, learning outcomes, and the methods and rigor of student evaluation.

2.9. Admission & Advising: The College, through Dual Credit Services (dualcredit@midland.edu), will collaborate with the Partner's counselors on the admission, enrollment, and advising of Program students.

2.10. 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 all College students as outlined in the current edition of the College's Student Handbook.

2.11. Student Support Services: Program students have access to student support services offered to all College students. The College is responsible for ensuring timely and efficient access to these services, including but not limited to:

- MYMC1 Login & College Systems Access
 - Access to College Systems: <https://www.midland.edu/audiences/mymc1-login.php>
 - Email Support: <https://midland.edu/audiences/current-students/student-email.php>
 - Canvas Support: <https://www.midland.edu/audiences/current-students/canvas/support-help-training.php>
 - Microsoft 365 Access: <https://www.midland.edu/audiences/current-students/office365.php>
 - IT Help Desk: help@midland.edu / 432-685-4788
- Learning Support Resources
 - Accommodations: accommodations@midland.edu
 - Tutor.com (via Canvas)
 - In-person and online tutoring via the Learning Resource Center: tutoring@midland.edu
 - Writing Support: <https://www.midland.edu/services-resources/academic-support-services/writing-center.php>
 - Library Services: <https://www.midland.edu/services-resources/library/>
- Student Life
 - Campus Life: <https://www.midland.edu/campus-life/index.php/studentlife@midland.edu>
 - Counseling: counseling@midland.edu
 - Chap Pantry: chappantry@midland.edu
 - Honors Program: <https://www.midland.edu/academics/honors.php>

- Student Records
 - Transcripts: <https://www.midland.edu/enrollment-aid/transcripts.php>

2.12. *Transcription of Credit:* The College and Partner will each transcribe grades to their respective student records promptly upon a student's completion of a Program course and the submission of final grades.

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

As required by law, the College and the 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 Government Code §553.001 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 as 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 this paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement indented 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 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 Partner.
- b. College and Partner employees, subcontractors, and agents involved in the transmittal and/or processing of data provided under this Agreement shall be required to maintain the 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 is maintained in a secure manner that prevents 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 the 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 students and staff as such laws are applicable to the parties to 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 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.

2.14. Funding: State funding for Program costs is available to both public school districts and colleges under the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and THECB (Texas Education Code §61.059(q)).

The College will pursue applicable State funding, including but not limited to the Financial Aid for Swift Transfer (FAST) program and Performance Tier Funding. To support these efforts, the Partner agrees to provide the College with accurate and timely student information required for State reporting and verification.

2.15. Program Costs: The College and Partner agree to collaborate on covering the expenses related to providing CTE opportunities to students.

2.16. Alignment with Statewide Goals:

Goal 1 – Outreach and Communication: *The College and Partner will implement coordinated outreach efforts to inform students and parents about the benefits and costs of dual credit, including enrollment and applicable policies.*

- The Partner will invite the College to participate in all information sessions promoting dual credit.
- The College will maintain an up-to-date webpage to include information relevant to all dual credit stakeholders.
- The College and Partner will collaborate in promoting the Program through press releases, social media, and their respective webpages.
- The College and Partner will consider the use of free or low-cost open educational resources (OER) where appropriate.

Goal 2 – Transition and Acceleration to Postsecondary Education: *Dual Credit programs will assist high school students in successfully transitioning to, and accelerating through, postsecondary education.*

- The College will participate in ongoing data sharing with the Partner in support of student success.
- The College and Partner will provide coordinated academic support and early interventions to facilitate the students' successful transition to College.

Goal 3 – Advising and Student Support: *All dual credit students will receive academic and college readiness advice as well as access to student support services, to help them succeed in completing College courses.*

- The College and Partner will collaborate to provide a “new student orientation” for all Program students.
- The College advisors and Partner counselors will communicate and coordinate in advising Program students to ensure appropriate course selection, maximum transferability, and progress toward credential completion.

Goal 4 – Quality and Rigor of Instruction: *Dual credit courses must maintain a level of quality and rigor that ensures student success in subsequent courses.*

- The College will provide professional development to Partner faculty members who have been credentialed by the College to teach Program courses (“Embedded Faculty”).

2.17. Marketing: The College and Partner will coordinate the marketing and promotion of the Program to ensure consistent, accurate, and timely communication to students, parents, and the community. Partners may contact marketing@midland.edu to schedule a meeting with the College’s Marketing team for assistance with promotional materials, events, or outreach efforts.

2.18. Title IX: The College and Partner acknowledge that jurisdiction over Title IX-related incidents involving dual credit students can be complex and may, in some cases, be shared by both parties. This protocol establishes coordinated, consistent guidelines to clarify responsibilities and procedures.

Nexus and Jurisdiction:

The central principle is determining which party has the strongest nexus to the alleged misconduct, or whether both parties share a reasonable nexus. When jurisdiction exists for both parties:

- The College and Partner may conduct collaborative investigations, and
- Each party will complete separate resolutions in accordance with its own policies.

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

If permitted by law, the College and Partner will also share outcome information when the outcome impacts the other party or its students or employees.

Collaborative Investigations

When both parties agree, or when the respondent (student or employee) is reasonably under the jurisdiction of both parties, investigations may be conducted jointly, with at least one representative from each party participating. A single joint investigation report may be prepared, consistent with both parties' policies. Each party may use the shared report to complete its independent resolution. If the investigative procedures of the two parties differ substantially, making a collaborative investigation incompatible with policy compliance, the parties will conduct separate investigations.

Primary Jurisdiction Guidelines

- When one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party will normally have primary jurisdiction.
- When a party controls the venue, but the complainant is its student/employee and the respondent is associated with the other party, the complainant retains the right to file a grievance with the other party's process. The party in which the complainant is enrolled or employed is responsible for providing appropriate supportive measures.
- When a party provides only instruction or credit and is not otherwise involved in any act of misconduct, that party has no further responsibility under this protocol beyond legally required responsibilities (e.g., mandated reporting).
- When a party controls only the physical venue but is not otherwise involved in the alleged misconduct, that party will evaluate and implement any required remedial safety measures.

Definitions

- *Control*: A party that controls the venue, provides the instruction through its employee, and awards course credit is deemed to "control" that course. A party that provides instruction in the venue of another party does not control the venue.
- *Student*: A student enrolled in a dual credit course is considered a student of both parties, regardless of which party has the primary educational relationship. Each party's policies and procedures apply to its students, including dual credit students.

Imposing consequences by both parties is appropriate when the respondent is enrolled in the educational programs of both. The parties may, however, mutually agree that the party with the primary relationship to the student, or the party in whose program the incident took place, will take the lead in enforcing applicable policies.

Employees of each party are encouraged and expected to participate as witnesses in any resolution process as needed.

Title IX Contact Information:

Director of Student Support Services and Title IX Coordinator
Scharbauer Student Center, Room 125
Midland, Texas 79705
432-685-4781
Title9@midland.edu

3. GENERAL TERMS AND CONDITIONS

3.1 Term: The term of this Agreement will begin on the latter of the execution date or August 1, 2026, and will continue in effect until July 31, 2027.

3.2. Termination: The College and Partner reserve the right to terminate this Agreement by providing notice in accordance with the terms of this Agreement or as otherwise required by law. Either party may terminate this Agreement by providing written notice at least ninety (90) days before the end of the semester during which the notice is given.

To be effective, termination notice must be submitted in writing, signed by the College President or the designated official of the Partner, and personally delivered to the other party to this Agreement.

3.3. Modification: Any modification or amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

3.4. 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.

3.5. Notice: Any notice given under this Agreement by either Party may be effected a) by personal delivery in writing, or b) registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below. Notice delivered personally shall be deemed received at the actual time of delivery. Mailed notice shall be deemed received three (3) days after the date of mailing.

College Notice Address

Midland College
3600 N. Garfield
Midland, Texas 79705
Attn: Office of the President

Partner Notice Address

3.6. Authority: The persons signing below on behalf of the College and Partner warrant that they are duly authorized to execute this Agreement and to bind their respective organizations to its terms.

Midland College

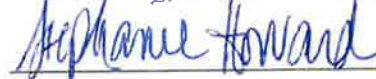


Dr. Damon Kennedy, President

23 Apr. 1 2026

Date

Midland Independent School District



Dr. Stephanie Howard

4.21.26

Date



2026/2027 MIDLAND COLLEGE DUAL CREDIT PROGRAM MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This Memorandum of Understanding ("Agreement") is entered into by Midland College ("College") and Greenwood Independent School District ("Partner"). The purpose of this Agreement is to outline the responsibilities of both parties in providing eligible high school students with the opportunity to participate in the College's dual credit program ("Program"). Through the Program, students may earn both high school and college credit by successfully completing College-approved dual credit courses.

Participation in the Program helps students:

- build academic and technical skills;
- earn industry-based credentials;
- explore careers;
- enter professional fields; and
- pursue higher education opportunities.

This Agreement is executed in accordance with all applicable federal and state laws, accrediting requirements, and College policies.

2. THE PROGRAM

2.1. Overview: The Program is a collaborative effort between the College and Partner to provide eligible high school students with access to College courses.

Students may earn:

- Dual credit, which satisfies requirements for both high school graduation and College coursework; and/or
- College-only credit, which applies solely toward the completion of a College certificate or degree.

2.2. Eligible Courses: The State of Texas has set parameters regarding which courses may be offered for dual credit and under what conditions.

Generally, eligible courses include:

- courses from the College's core curriculum;
- career and technical education courses;
- courses from Texas High Education Coordinating Board (THECB) approved fields of study;
- foreign language courses; and
- courses as part of a defined early college pathway.

The Partner determines which College courses will count for high school credit, the corresponding high school course equivalencies, and the number of high school credit units to be awarded. The Parties will meet no later than August 1 of each program year to finalize the Program Crosswalk. The mutually agreed-upon pathways will be documented as Exhibit A: Program Crosswalk and incorporated into this agreement by reference. Any adjustments to Exhibit A may be made by written agreement of the Parties' authorized instructional representatives without requiring amendment to the full Agreement.

College courses taken for College credit only must be aligned with the completion of a College credential. Students enrolled in these courses will receive academic advising and coaching to support credential completion.

2.3. Eligible Students: To be eligible to participate in the Program, students must be enrolled in high school and must either reside within the College's service area or attend a Partner school located within the College service area.

Upon admission, dual credit students are classified as non-degree seeking and will remain non-degree seeking through the end of the second long semester after the student has earned more than fifteen (15) College credit hours. After this point, the student will be reclassified as degree seeking.

Students who are classified as non-degree seeking are not required to meet College readiness standards under the Texas Success Initiative (TSI) including TSI completion or exemption. Once a student becomes degree seeking, the student must be TSI Complete or TSI Exempt to continue enrolling in College coursework.

TSI Complete: Students who have demonstrated College readiness by meeting the minimum passing standards on the relevant TSI assessment section(s), in accordance with the state requirements, are considered TSI complete.

TSI Exempt: Students enrolled in a Level 1 Certificate pathway are TSI exempt, as defined by applicable rules of the THECB. Additional TSI exemptions are listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

TSI Complete: Students who have demonstrated College readiness by achieving the minimum passing standards under the provisions of the TSI on relevant section(s) of the assessment.

2.4. Dual Credit Cost: Eligible students may enroll in approved dual credit courses, and in any College courses approved for high school and/or College under this Agreement, at no cost to the student. (See Section 2.14 & 2.15 for additional details on funding and program costs.)

2.5. Location of Classes: Program courses may be taught on a College site, a Partner campus, or online. When Program courses are delivered on the Partner's campus, the Partner agrees to maintain appropriate instructional facilities and safe, healthy, and secure environments. This includes, but is not limited to:

- Complying with all applicable federal, state, and local regulations governing adequate and safe learning environments;
- Ensuring secure, well-maintained building with clearly defined and communicated emergency protocols;
- Creating an environment that actively prevents bullying, harassment, or discrimination; and
- Maintaining safe and functional academic environments during emergencies or other crises through documented plans and procedures.

For asynchronous online courses, the College does not require, and the Partner may not require, students to be present at any specific physical location to receive asynchronous online instruction through the Program.

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- The course is required for completion under the State Board of Education High School Program graduation requirements;
- The high school credit-only students are enrolled in College Board Advanced Placement (AP) or International Baccalaureate (IB) coursework; or
- The course is a career and technical education (CTE) course, and the high school credit-only students are eligible to earn articulated College credit.

Notification of co-seating courses that meet the requirements above should be sent to dualinstruction@midland.edu, with "Notification of Co-Seated Course" in the subject line.

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 - Canvas Support: <https://www.midland.edu/audiences/current-students/canvas/support-help-training.php>
 - Microsoft 365 Access: <https://www.midland.edu/audiences/current-students/office365.php>
 - IT Help Desk: help@midland.edu / 432-685-4788
- Learning Support Resources
 - Accommodations: accommodations@midland.edu
 - Tutor.com (via Canvas)
 - In-person and online tutoring via the Learning Resource Center: tutoring@midland.edu
 - Writing Support: <https://www.midland.edu/services-resources/academic-support-services/writing-center.php>
 - Library Services: <https://www.midland.edu/services-resources/library/>
- Student Life
 - Campus Life: <https://www.midland.edu/campus-life/index.php/studentlife@midland.edu>
 - Counseling: counseling@midland.edu
 - Chap Pantry: chappantry@midland.edu
 - Honors Program: <https://www.midland.edu/academics/honors.php>

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 - Transcripts: <https://www.midland.edu/enrollment-aid/transcripts.php>

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- 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 Partner.
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and Texas laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this Agreement.

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If permitted by law, the College and Partner will also share outcome information when the outcome impacts the other party or its students or employees.

Collaborative Investigations

When both parties agree, or when the respondent (student or employee) is reasonably under the jurisdiction of both parties, investigations may be conducted jointly, with at least one representative from each party participating. A single joint investigation report may be prepared, consistent with both parties' policies. Each party may use the shared report to complete its independent resolution. If the investigative procedures of the two parties differ substantially, making a collaborative investigation incompatible with policy compliance, the parties will conduct separate investigations.

Primary Jurisdiction Guidelines

- When one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party will normally have primary jurisdiction.
- When a party controls the venue, but the complainant is its student/employee and the respondent is associated with the other party, the complainant retains the right to file a grievance with the other party's process. The party in which the complainant is enrolled or employed is responsible for providing appropriate supportive measures.
- When a party provides only instruction or credit and is not otherwise involved in any act of misconduct, that party has no further responsibility under this protocol beyond legally required responsibilities (e.g., mandated reporting).
- When a party controls only the physical venue but is not otherwise involved in the alleged misconduct, that party will evaluate and implement any required remedial safety measures.

Definitions

- **Control:** A party that controls the venue, provides the instruction through its employee, and awards course credit is deemed to "control" that course. A party that provides instruction in the venue of another party does not control the venue.
- **Student:** A student enrolled in a dual credit course is considered a student of both parties, regardless of which party has the primary educational relationship. Each party's policies and procedures apply to its students, including dual credit students.

Imposing consequences by both parties is appropriate when the respondent is enrolled in the educational programs of both. The parties may, however, mutually agree that the party with the primary relationship to the student, or the party in whose program the incident took place, will take the lead in enforcing applicable policies.

Employees of each party are encouraged and expected to participate as witnesses in any resolution process as needed.

Title IX Contact Information:

Director of Student Support Services and Title IX Coordinator
Scharbauer Student Center, Room 125
Midland, Texas 79705
432-685-4781
Title9@midland.edu

3. GENERAL TERMS AND CONDITIONS

3.1 Term: The term of this Agreement will begin on the latter of the execution date or August 1, 2026, and will continue in effect until July 31, 2027.

3.2. Termination: The College and Partner reserve the right to terminate this Agreement by providing notice in accordance with the terms of this Agreement or as otherwise required by law. Either party may terminate this Agreement by providing written notice at least ninety (90) days before the end of the semester during which the notice is given.

To be effective, termination notice must be submitted in writing, signed by the College President or the designated official of the Partner, and personally delivered to the other party to this Agreement.

3.3. Modification: Any modification or amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

3.4. 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.

3.5. Notice: Any notice given under this Agreement by either Party may be effected a) by personal delivery in writing, or b) registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below. Notice delivered personally shall be deemed received at the actual time of delivery. Mailed notice shall be deemed received three (3) days after the date of mailing.

College Notice Address

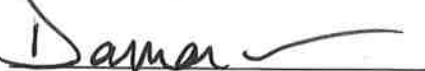
Midland College
3600 N. Garfield
Midland, Texas 79705
Attn: Office of the President

Partner Notice Address

Greenwood ISD
2700 FM 1379
Midland, Texas 79706
Attention: Office of the Superintendent

3.6. Authority: The persons signing below on behalf of the College and Partner warrant that they are duly authorized to execute this Agreement and to bind their respective organizations to its terms.

Midland College



Dr. Damon Kennedy, President



Date

Greenwood ISD



Ariel Elliott, Superintendent



Date



2026/2027 MIDLAND COLLEGE DUAL CREDIT PROGRAM MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This Memorandum of Understanding ("Agreement") is entered into by Midland College ("College") and Midland Christian School ("Partner"). The purpose of this Agreement is to outline the responsibilities of both parties in providing eligible high school students with the opportunity to participate in the College's dual credit program ("Program"). Through the Program, students may earn both high school and college credit by successfully completing College-approved dual credit courses.

Participation in the Program helps students:

- build academic and technical skills;
- earn industry-based credentials;
- explore careers;
- enter professional fields; and
- pursue higher education opportunities.

This Agreement is executed in accordance with all applicable federal and state laws, accrediting requirements, and College policies.

2. THE PROGRAM

2.1. Overview: The Program is a collaborative effort between the College and Partner to provide eligible high school students with access to College courses.

Students may earn:

- Dual credit, which satisfies requirements for both high school graduation and College coursework; and/or
- College-only credit, which applies solely toward the completion of a College certificate or degree.

2.2. Eligible Courses: The State of Texas has set parameters regarding which courses may be offered for dual credit and under what conditions.

Generally, eligible courses include:

- courses from the College's core curriculum;
- career and technical education courses;
- courses from Texas High Education Coordinating Board (THECB) approved fields of study;
- foreign language courses; and
- courses as part of a defined early college pathway.

The Partner determines which College courses will count for high school credit, the corresponding high school course equivalencies, and the number of high school credit units to be awarded. The Parties will meet no later than August 1 of each program year to finalize the Program Crosswalk. The mutually agreed-upon pathways will be documented as Exhibit A: Program Crosswalk and incorporated into this agreement by reference. Any adjustments to Exhibit A may be made by written agreement of the Parties' authorized instructional representatives without requiring amendment to the full Agreement.

College courses taken for College credit only must be aligned with the completion of a College credential. Students enrolled in these courses will receive academic advising and coaching to support credential completion.

2.3. Eligible Students: To be eligible to participate in the Program, students must be enrolled in high school and must either reside within the College's service area or attend a Partner school located within the College service area.

Upon admission, dual credit students are classified either as degree seeking or non-degree seeking.

Students who are classified as non-degree seeking are not required to meet College readiness standards under the Texas Success Initiative (TSI) including TSI completion or exemption and will remain non-degree seeking through the end of the second long semester after the student has earned more than fifteen (15) College credit hours. After this point, the student will be reclassified as degree seeking.

Once a student becomes degree seeking, the student must be TSI Complete or TSI Exempt to continue enrolling in College coursework.

TSI Complete: Students who have demonstrated College readiness by meeting the minimum passing standards on the relevant TSI assessment section(s), in accordance with the state requirements, are considered TSI complete.

TSI Exempt: Students enrolled in a Level 1 Certificate pathway are TSI exempt, as defined by applicable rules of the THECB. Additional TSI exemptions are listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

TSI Complete: Students who have demonstrated College readiness by achieving the minimum passing standards under the provisions of the TSI on relevant section(s) of the assessment.

2.4. Dual Credit Cost: Eligible students may enroll in approved dual credit courses, and in any College courses approved for high school and/or College under this Agreement, at no cost to the student. (See Section 2.14 & 2.15 for additional details on funding and program costs.)

2.5. Location of Classes: Program courses may be taught on a College site, a Partner campus, or online. When Program courses are delivered on the Partner's campus, the Partner agrees to maintain appropriate instructional facilities and safe, healthy, and secure environments. This includes, but is not limited to:

- Complying with all applicable federal, state, and local regulations governing adequate and safe learning environments;
- Ensuring secure, well-maintained building with clearly defined and communicated emergency protocols;
- Creating an environment that actively prevents bullying, harassment, or discrimination; and
- Maintaining safe and functional academic environments during emergencies or other crises through documented plans and procedures.

For asynchronous online courses, the College does not require, and the Partner may not require, students to be present at any specific physical location to receive asynchronous online instruction through the Program.

2.6. Student Composition of Class: Courses offered through the Program are College courses and may include only 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).

The Partner may request to co-seat high school credit-only students with Program students. Co-seating requires prior notification to the College and is permitted by the State of Texas only when it is not financially viable for the Partner high school credit-only section, and when one of the following conditions is met:

- The course is required for completion under the State Board of Education High School Program graduation requirements;
- The high school credit-only students are enrolled in College Board Advanced Placement (AP) or International Baccalaureate (IB) coursework; or
- The course is a career and technical education (CTE) course, and the high school credit-only students are eligible to earn articulated College credit.

Notification of co-seating courses that meet the requirements above should be sent to dualinstruction@midland.edu, with "Notification of Co-Seated Course" in the subject line.

2.7. Faculty: Program courses are taught by College faculty. College faculty meet all credentialing standards required by the College and its accrediting body and are hired, assigned, and supervised by their respective dean or designated academic supervisor.

2.8. Instruction: The College will ensure that Program courses are equivalent to the corresponding courses offered on the College's main campus with respect to curriculum, instructional materials, learning outcomes, and the methods and rigor of student evaluation.

2.9. Admission & Advising: The College, through Dual Credit Services (dualcredit@midland.edu), will collaborate with the Partner's counselors on the admission, enrollment, and advising of Program students.

2.10. 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 all College students as outlined in the current edition of the College's Student Handbook.

2.11. Student Support Services: Program students have access to student support services offered to all College students. The College is responsible for ensuring timely and efficient access to these services, including but not limited to:

- MYMC1 Login & College Systems Access
 - Access to College Systems: <https://www.midland.edu/audiences/mymc1-login.php>
 - Email Support: <https://midland.edu/audiences/current-students/student-email.php>
 - Canvas Support: <https://www.midland.edu/audiences/current-students/canvas/support-help-training.php>
 - Microsoft 365 Access: <https://www.midland.edu/audiences/current-students/office365.php>
 - IT Help Desk: help@midland.edu / 432-685-4788
- Learning Support Resources
 - Accommodations: accommodations@midland.edu
 - Tutor.com (via Canvas)
 - In-person and online tutoring via the Learning Resource Center: tutoring@midland.edu
 - Writing Support: <https://www.midland.edu/services-resources/academic-support-services/writing-center.php>
 - Library Services: <https://www.midland.edu/services-resources/library/>
- Student Life
 - Campus Life: <https://www.midland.edu/campus-life/index.php/studentlife@midland.edu>
 - Counseling: counseling@midland.edu
 - Chap Pantry: chappantry@midland.edu

- Honors Program: <https://www.midland.edu/academics/honors.php>
- Student Records
 - Transcripts: <https://www.midland.edu/enrollment-aid/transcripts.php>

2.12. Transcription of Credit: The College and Partner will each transcribe grades to their respective student records promptly upon a student's completion of a Program course and the submission of final grades.

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

As required by law, the College and the 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 Government Code §553.001 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 as 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 this paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement indented 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 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 Partner.
- b. College and Partner employees, subcontractors, and agents involved in the transmittal and/or processing of data provided under this Agreement shall be required to maintain the 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 is maintained in a secure manner that prevents 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 the 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 students and staff as such laws are applicable to the parties to 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 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.

2.14. Funding: State funding for Program costs is available to both public school districts and colleges under the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and THECB (Texas Education Code §61.059(q)).

The College will pursue applicable State funding, including but not limited to the Financial Aid for Swift Transfer (FAST) program and Performance Tier Funding. To support these efforts, the Partner agrees to provide the College with accurate and timely student information required for State reporting and verification.

2.15. Program Costs: The College and Partner agree to collaborate on covering the expenses related to providing CTE opportunities to students.

2.16. Alignment with Statewide Goals:

Goal 1 – Outreach and Communication: *The College and Partner will implement coordinated outreach efforts to inform students and parents about the benefits and costs of dual credit, including enrollment and applicable policies.*

- The Partner will invite the College to participate in all information sessions promoting dual credit.
- The College will maintain an up-to-date webpage to include information relevant to all dual credit stakeholders.
- The College and Partner will collaborate in promoting the Program through press releases, social media, and their respective webpages.
- The College and Partner will consider the use of free or low-cost open educational resources (OER) where appropriate.

Goal 2 – Transition and Acceleration to Postsecondary Education: *Dual Credit programs will assist high school students in successfully transitioning to, and accelerating through, postsecondary education.*

- The College will participate in ongoing data sharing with the Partner in support of student success.
- The College and Partner will provide coordinated academic support and early interventions to facilitate the students' successful transition to College.

Goal 3 – Advising and Student Support: *All dual credit students will receive academic and college readiness advice as well as access to student support services, to help them succeed in completing College courses.*

- The College and Partner will collaborate to provide a “new student orientation” for all Program students.
- The College advisors and Partner counselors will communicate and coordinate in advising Program students to ensure appropriate course selection, maximum transferability, and progress toward credential completion.

Goal 4 – Quality and Rigor of Instruction: *Dual credit courses must maintain a level of quality and rigor that ensures student success in subsequent courses.*

- The College will provide professional development to Partner faculty members who have been credentialed by the College to teach Program courses (“Embedded Faculty”).

2.17. Marketing: The College and Partner will coordinate the marketing and promotion of the Program to ensure consistent, accurate, and timely communication to students, parents, and the community. Partners may contact marketing@midland.edu to schedule a meeting with the College’s Marketing team for assistance with promotional materials, events, or outreach efforts.

2.18. Title IX: The College and Partner acknowledge that jurisdiction over Title IX-related incidents involving dual credit students can be complex and may, in some cases, be shared by both parties. This protocol establishes coordinated, consistent guidelines to clarify responsibilities and procedures.

Nexus and Jurisdiction:

The central principle is determining which party has the strongest nexus to the alleged misconduct, or whether both parties share a reasonable nexus. When jurisdiction exists for both parties:

- The College and Partner may conduct collaborative investigations, and
- Each party will complete separate resolutions in accordance with its own policies.

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

If permitted by law, the College and Partner will also share outcome information when the outcome impacts the other party or its students or employees.

Collaborative Investigations

When both parties agree, or when the respondent (student or employee) is reasonably under the jurisdiction of both parties, investigations may be conducted jointly, with at least one representative from each party participating. A single joint investigation report may be prepared, consistent with both parties' policies. Each party may use the shared report to complete its independent resolution. If the investigative procedures of the two parties differ substantially, making a collaborative investigation incompatible with policy compliance, the parties will conduct separate investigations.

Primary Jurisdiction Guidelines

- When one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party will normally have primary jurisdiction.
- When a party controls the venue, but the complainant is its student/employee and the respondent is associated with the other party, the complainant retains the right to file a grievance with the other party's process. The party in which the complainant is enrolled or employed is responsible for providing appropriate supportive measures.
- When a party provides only instruction or credit and is not otherwise involved in any act of misconduct, that party has no further responsibility under this protocol beyond legally required responsibilities (e.g., mandated reporting).
- When a party controls only the physical venue but is not otherwise involved in the alleged misconduct, that party will evaluate and implement any required remedial safety measures.

Definitions

- **Control:** A party that controls the venue, provides the instruction through its employee, and awards course credit is deemed to "control" that course. A party that provides instruction in the venue of another party does not control the venue.
- **Student:** A student enrolled in a dual credit course is considered a student of both parties, regardless of which party has the primary educational relationship. Each party's policies and procedures apply to its students, including dual credit students.

Imposing consequences by both parties is appropriate when the respondent is enrolled in the educational programs of both. The parties may, however, mutually agree that the party with the primary relationship to the student, or the party in whose program the incident took place, will take the lead in enforcing applicable policies.

Employees of each party are encouraged and expected to participate as witnesses in any resolution process as needed.

Title IX Contact Information:

Director of Student Support Services and Title IX Coordinator
Scharbauer Student Center, Room 125
Midland, Texas 79705
432-685-4781

Title9@midland.edu

3. GENERAL TERMS AND CONDITIONS

3.1 Term: The term of this Agreement will begin on the latter of the execution date or August 1, 2026, and will continue in effect until July 31, 2027.

3.2. Termination: The College and Partner reserve the right to terminate this Agreement by providing notice in accordance with the terms of this Agreement or as otherwise required by law. Either party may terminate this Agreement by providing written notice at least ninety (90) days before the end of the semester during which the notice is given.

To be effective, termination notice must be submitted in writing, signed by the College President or the designated official of the Partner, and personally delivered to the other party to this Agreement.

3.3. Modification: Any modification or amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

3.4. 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.

3.5. Notice: Any notice given under this Agreement by either Party may be effected a) by personal delivery in writing, or b) registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below. Notice delivered personally shall be deemed received at the actual time of delivery. Mailed notice shall be deemed received three (3) days after the date of mailing.

College Notice Address

Midland College
3600 N. Garfield
Midland, Texas 79705
Attn: Office of the President

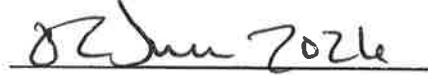
Partner Notice Address

3.6. Authority: The persons signing below on behalf of the College and Partner warrant that they are duly authorized to execute this Agreement and to bind their respective organizations to its terms.

Midland College



Dr. Damon Kennedy, President

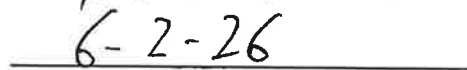


Date

Midland Christian School



Dr. Gregory Anderson, President



Date



2026/2027 MIDLAND COLLEGE DUAL CREDIT PROGRAM MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This Memorandum of Understanding ("Agreement") is entered into by Midland College ("College") and Holy Cross Catholic School ("Partner"). The purpose of this Agreement is to outline the responsibilities of both parties in providing eligible high school students with the opportunity to participate in the College's dual credit program ("Program"). Through the Program, students may earn both high school and college credit by successfully completing College-approved dual credit courses.

Participation in the Program helps students:

- build academic and technical skills;
- earn industry-based credentials;
- explore careers;
- enter professional fields; and
- pursue higher education opportunities.

This Agreement is executed in accordance with all applicable federal and state laws, accrediting requirements, and College policies.

2. THE PROGRAM

2.1. Overview: The Program is a collaborative effort between the College and Partner to provide eligible high school students with access to College courses.

Students may earn:

- Dual credit, which satisfies requirements for both high school graduation and College coursework; and/or
- College-only credit, which applies solely toward the completion of a College certificate or degree.

2.2. Eligible Courses: The State of Texas has set parameters regarding which courses may be offered for dual credit and under what conditions.

Generally, eligible courses include:

- courses from the College's core curriculum;
- career and technical education courses;
- courses from Texas High Education Coordinating Board (THECB) approved fields of study;
- foreign language courses; and
- courses as part of a defined early college pathway.

The Partner determines which College courses will count for high school credit, the corresponding high school course equivalencies, and the number of high school credit units to be awarded. The Parties will meet no later than August 1 of each program year to finalize the Program Crosswalk. The mutually agreed-upon pathways will be documented as Exhibit A: Program Crosswalk and incorporated into this agreement by reference. Any adjustments to Exhibit A may be made by written agreement of the Parties' authorized instructional representatives without requiring amendment to the full Agreement.

College courses taken for College credit only must be aligned with the completion of a College credential. Students enrolled in these courses will receive academic advising and coaching to support credential completion.

2.3. Eligible Students: To be eligible to participate in the Program, students must be enrolled in high school and must either reside within the College's service area or attend a Partner school located within the College service area.

Upon admission, dual credit students are classified as non-degree seeking and will remain non-degree seeking through the end of the second long semester after the student has earned more than fifteen (15) College credit hours. After this point, the student will be reclassified as degree seeking.

Students who are classified as non-degree seeking are not required to meet College readiness standards under the Texas Success Initiative (TSI) including TSI completion or exemption. Once a student becomes degree seeking, the student must be TSI Complete or TSI Exempt to continue enrolling in College coursework.

TSI Complete: Students who have demonstrated College readiness by meeting the minimum passing standards on the relevant TSI assessment section(s), in accordance with the state requirements, are considered TSI complete.

TSI Exempt: Students enrolled in a Level 1 Certificate pathway are TSI exempt, as defined by applicable rules of the THECB. Additional TSI exemptions are listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

TSI Complete: Students who have demonstrated College readiness by achieving the minimum passing standards under the provisions of the TSI on relevant section(s) of the assessment.

2.4. Dual Credit Cost: Eligible students may enroll in approved dual credit courses, and in any College courses approved for high school and/or College under this Agreement, at no cost to the student. (See Section 2.14 & 2.15 for additional details on funding and program costs.)

2.5. Location of Classes: Program courses may be taught on a College site, a Partner campus, or online. When Program courses are delivered on the Partner's campus, the Partner agrees to maintain appropriate instructional facilities and safe, healthy, and secure environments. This includes, but is not limited to:

- Complying with all applicable federal, state, and local regulations governing adequate and safe learning environments;
- Ensuring secure, well-maintained building with clearly defined and communicated emergency protocols;
- Creating an environment that actively prevents bullying, harassment, or discrimination; and
- Maintaining safe and functional academic environments during emergencies or other crises through documented plans and procedures.

For asynchronous online courses, the College does not require, and the Partner may not require, students to be present at any specific physical location to receive asynchronous online instruction through the Program.

2.6. Student Composition of Class: Courses offered through the Program are College courses and may include only 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).

The Partner may request to co-seat high school credit-only students with Program students. Co-seating requires prior notification to the College and is permitted by the State of Texas only when it is not financially viable for the Partner high school credit-only section, and when one of the following conditions is met:

- The course is required for completion under the State Board of Education High School Program graduation requirements;
- The high school credit-only students are enrolled in College Board Advanced Placement (AP) or International Baccalaureate (IB) coursework; or
- The course is a career and technical education (CTE) course, and the high school credit-only students are eligible to earn articulated College credit.

Notification of co-seating courses that meet the requirements above should be sent to dualinstruction@midland.edu, with "Notification of Co-Seated Course" in the subject line.

2.7. Faculty: Program courses are taught by College faculty. College faculty meet all credentialing standards required by the College and its accrediting body and are hired, assigned, and supervised by their respective dean or designated academic supervisor.

2.8. Instruction: The College will ensure that Program courses are equivalent to the corresponding courses offered on the College's main campus with respect to curriculum, instructional materials, learning outcomes, and the methods and rigor of student evaluation.

2.9. Admission & Advising: The College, through Dual Credit Services (dualcredit@midland.edu), will collaborate with the Partner's counselors on the admission, enrollment, and advising of Program students.

2.10. 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 all College students as outlined in the current edition of the College's Student Handbook.

2.11. Student Support Services: Program students have access to student support services offered to all College students. The College is responsible for ensuring timely and efficient access to these services, including but not limited to:

- MYMC1 Login & College Systems Access
 - Access to College Systems: <https://www.midland.edu/audiences/mymc1-login.php>
 - Email Support: <https://midland.edu/audiences/current-students/student-email.php>
 - Canvas Support: <https://www.midland.edu/audiences/current-students/canvas/support-help-training.php>
 - Microsoft 365 Access: <https://www.midland.edu/audiences/current-students/office365.php>
 - IT Help Desk: help@midland.edu / 432-685-4788
- Learning Support Resources
 - Accommodations: accommodations@midland.edu
 - Tutor.com (via Canvas)
 - In-person and online tutoring via the Learning Resource Center: tutoring@midland.edu
 - Writing Support: <https://www.midland.edu/services-resources/academic-support-services/writing-center.php>
 - Library Services: <https://www.midland.edu/services-resources/library/>
- Student Life
 - Campus Life: <https://www.midland.edu/campus-life/index.php/studentlife@midland.edu>
 - Counseling: counseling@midland.edu
 - Chap Pantry: chappantry@midland.edu
 - Honors Program: <https://www.midland.edu/academics/honors.php>

- Student Records
 - Transcripts: <https://www.midland.edu/enrollment-aid/transcripts.php>

2.12. Transcription of Credit: The College and Partner will each transcribe grades to their respective student records promptly upon a student's completion of a Program course and the submission of final grades.

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

As required by law, the College and the 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 Government Code §553.001 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 as 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 this paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement indented 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 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 Partner.
- b. College and Partner employees, subcontractors, and agents involved in the transmittal and/or processing of data provided under this Agreement shall be required to maintain the 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 is maintained in a secure manner that prevents 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 the 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 students and staff as such laws are applicable to the parties to 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 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.

2.14. Funding: State funding for Program costs is available to both public school districts and colleges under the current funding rules of the State Board of Education (Texas Education Code §42.005(g)) and THECB (Texas Education Code §61.059(q)).

The College will pursue applicable State funding, including but not limited to the Financial Aid for Swift Transfer (FAST) program and Performance Tier Funding. To support these efforts, the Partner agrees to provide the College with accurate and timely student information required for State reporting and verification.

2.15. Program Costs: The College and Partner agree to collaborate on covering the expenses related to providing CTE opportunities to students.

2.16. Alignment with Statewide Goals:

Goal 1 – Outreach and Communication: *The College and Partner will implement coordinated outreach efforts to inform students and parents about the benefits and costs of dual credit, including enrollment and applicable policies.*

- The Partner will invite the College to participate in all information sessions promoting dual credit.
- The College will maintain an up-to-date webpage to include information relevant to all dual credit stakeholders.
- The College and Partner will collaborate in promoting the Program through press releases, social media, and their respective webpages.
- The College and Partner will consider the use of free or low-cost open educational resources (OER) where appropriate.

Goal 2 – Transition and Acceleration to Postsecondary Education: *Dual Credit programs will assist high school students in successfully transitioning to, and accelerating through, postsecondary education.*

- The College will participate in ongoing data sharing with the Partner in support of student success.
- The College and Partner will provide coordinated academic support and early interventions to facilitate the students' successful transition to College.

Goal 3 – Advising and Student Support: *All dual credit students will receive academic and college readiness advice as well as access to student support services, to help them succeed in completing College courses.*

- The College and Partner will collaborate to provide a “new student orientation” for all Program students.
- The College advisors and Partner counselors will communicate and coordinate in advising Program students to ensure appropriate course selection, maximum transferability, and progress toward credential completion.

Goal 4 – Quality and Rigor of Instruction: *Dual credit courses must maintain a level of quality and rigor that ensures student success in subsequent courses.*

- The College will provide professional development to Partner faculty members who have been credentialed by the College to teach Program courses (“Embedded Faculty”).

2.17. Marketing: The College and Partner will coordinate the marketing and promotion of the Program to ensure consistent, accurate, and timely communication to students, parents, and the community. Partners may contact marketing@midland.edu to schedule a meeting with the College’s Marketing team for assistance with promotional materials, events, or outreach efforts.

2.18. Title IX: The College and Partner acknowledge that jurisdiction over Title IX-related incidents involving dual credit students can be complex and may, in some cases, be shared by both parties. This protocol establishes coordinated, consistent guidelines to clarify responsibilities and procedures.

Nexus and Jurisdiction:

The central principle is determining which party has the strongest nexus to the alleged misconduct, or whether both parties share a reasonable nexus. When jurisdiction exists for both parties:

- The College and Partner may conduct collaborative investigations, and
- Each party will complete separate resolutions in accordance with its own policies.

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

If permitted by law, the College and Partner will also share outcome information when the outcome impacts the other party or its students or employees.

Collaborative Investigations

When both parties agree, or when the respondent (student or employee) is reasonably under the jurisdiction of both parties, investigations may be conducted jointly, with at least one representative from each party participating. A single joint investigation report may be prepared, consistent with both parties' policies. Each party may use the shared report to complete its independent resolution. If the investigative procedures of the two parties differ substantially, making a collaborative investigation incompatible with policy compliance, the parties will conduct separate investigations.

Primary Jurisdiction Guidelines

- When one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party will normally have primary jurisdiction.
- When a party controls the venue, but the complainant is its student/employee and the respondent is associated with the other party, the complainant retains the right to file a grievance with the other party's process. The party in which the complainant is enrolled or employed is responsible for providing appropriate supportive measures.
- When a party provides only instruction or credit and is not otherwise involved in any act of misconduct, that party has no further responsibility under this protocol beyond legally required responsibilities (e.g., mandated reporting).
- When a party controls only the physical venue but is not otherwise involved in the alleged misconduct, that party will evaluate and implement any required remedial safety measures.

Definitions

- **Control:** A party that controls the venue, provides the instruction through its employee, and awards course credit is deemed to "control" that course. A party that provides instruction in the venue of another party does not control the venue.
- **Student:** A student enrolled in a dual credit course is considered a student of both parties, regardless of which party has the primary educational relationship. Each party's policies and procedures apply to its students, including dual credit students.

Imposing consequences by both parties is appropriate when the respondent is enrolled in the educational programs of both. The parties may, however, mutually agree that the party with the primary relationship to the student, or the party in whose program the incident took place, will take the lead in enforcing applicable policies.

Employees of each party are encouraged and expected to participate as witnesses in any resolution process as needed.

Title IX Contact Information:

Director of Student Support Services and Title IX Coordinator
Scharbauer Student Center, Room 125
Midland, Texas 79705
432-685-4781
Title9@midland.edu

3. GENERAL TERMS AND CONDITIONS

3.1 Term: The term of this Agreement will begin on the latter of the execution date or August 1, 2026, and will continue in effect until July 31, 2027.

3.2. Termination: The College and Partner reserve the right to terminate this Agreement by providing notice in accordance with the terms of this Agreement or as otherwise required by law. Either party may terminate this Agreement by providing written notice at least ninety (90) days before the end of the semester during which the notice is given.

To be effective, termination notice must be submitted in writing, signed by the College President or the designated official of the Partner, and personally delivered to the other party to this Agreement.

3.3. Modification: Any modification or amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

3.4. 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.

3.5. Notice: Any notice given under this Agreement by either Party may be effected a) by personal delivery in writing, or b) registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below. Notice delivered personally shall be deemed received at the actual time of delivery. Mailed notice shall be deemed received three (3) days after the date of mailing.

College Notice Address

Midland College
3600 N. Garfield
Midland, Texas 79705
Attn: Office of the President

Partner Notice Address

3.6. Authority: The persons signing below on behalf of the College and Partner warrant that they are duly authorized to execute this Agreement and to bind their respective organizations to its terms.

Midland College



Dr. Damon Kennedy, President

04 April 2026

Date

Holy Cross Catholic School



Mr. Gabriel Salgado, Head of School

4/1/26

Date



2026/2027 MIDLAND COLLEGE DUAL CREDIT PROGRAM MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This Memorandum of Understanding ("Agreement") is entered into by Midland College ("College") and Hillcrest High School ("Partner"). The purpose of this Agreement is to outline the responsibilities of both parties in providing eligible high school students with the opportunity to participate in the College's dual credit program ("Program"). Through the Program, students may earn both high school and college credit by successfully completing College-approved dual credit courses.

Participation in the Program helps students:

- build academic and technical skills;
- earn industry-based credentials;
- explore careers;
- enter professional fields; and
- pursue higher education opportunities.

This Agreement is executed in accordance with all applicable federal and state laws, accrediting requirements, and College policies.

2. THE PROGRAM

2.1. Overview: The Program is a collaborative effort between the College and Partner to provide eligible high school students with access to College courses.

Students may earn:

- Dual credit, which satisfies requirements for both high school graduation and College coursework; and/or
- College-only credit, which applies solely toward the completion of a College certificate or degree.

2.2. Eligible Courses: The State of Texas has set parameters regarding which courses may be offered for dual credit and under what conditions.

Generally, eligible courses include:

- courses from the College's core curriculum;
- career and technical education courses;
- courses from Texas High Education Coordinating Board (THECB) approved fields of study;
- foreign language courses; and
- courses as part of a defined early college pathway.

The Partner determines which College courses will count for high school credit, the corresponding high school course equivalencies, and the number of high school credit units to be awarded. The Parties will meet no later than August 1 of each program year to finalize the Program Crosswalk. The mutually agreed-upon pathways will be documented as Exhibit A: Program Crosswalk and incorporated into this agreement by reference. Any adjustments to Exhibit A may be made by written agreement of the Parties' authorized instructional representatives without requiring amendment to the full Agreement.

College courses taken for College credit only must be aligned with the completion of a College credential. Students enrolled in these courses will receive academic advising and coaching to support credential completion.

2.3. Eligible Students: To be eligible to participate in the Program, students must be enrolled in high school and must either reside within the College's service area or attend a Partner school located within the College service area.

Upon admission, dual credit students are classified as non-degree seeking and will remain non-degree seeking through the end of the second long semester after the student has earned more than fifteen (15) College credit hours. After this point, the student will be reclassified as degree seeking.

Students who are classified as non-degree seeking are not required to meet College readiness standards under the Texas Success Initiative (TSI) including TSI completion or exemption. Once a student becomes degree seeking, the student must be TSI Complete or TSI Exempt to continue enrolling in College coursework.

TSI Complete: Students who have demonstrated College readiness by meeting the minimum passing standards on the relevant TSI assessment section(s), in accordance with the state requirements, are considered TSI complete.

TSI Exempt: Students enrolled in a Level 1 Certificate pathway are TSI exempt, as defined by applicable rules of the THECB. Additional TSI exemptions are listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

TSI Complete: Students who have demonstrated College readiness by achieving the minimum passing standards under the provisions of the TSI on relevant section(s) of the assessment.

2.4. Dual Credit Cost: Eligible students may enroll in approved dual credit courses, and in any College courses approved for high school and/or College under this Agreement, at no cost to the student. (See Section 2.14 & 2.15 for additional details on funding and program costs.)

2.5. Location of Classes: Program courses may be taught on a College site, a Partner campus, or online. When Program courses are delivered on the Partner's campus, the Partner agrees to maintain appropriate instructional facilities and safe, healthy, and secure environments. This includes, but is not limited to:

- Complying with all applicable federal, state, and local regulations governing adequate and safe learning environments;
- Ensuring secure, well-maintained building with clearly defined and communicated emergency protocols;
- Creating an environment that actively prevents bullying, harassment, or discrimination; and
- Maintaining safe and functional academic environments during emergencies or other crises through documented plans and procedures.

For asynchronous online courses, the College does not require, and the Partner may not require, students to be present at any specific physical location to receive asynchronous online instruction through the Program.

2.6. Student Composition of Class: Courses offered through the Program are College courses and may include only 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).

The Partner may request to co-seat high school credit-only students with Program students. Co-seating requires prior notification to the College and is permitted by the State of Texas only when it is not financially viable for the Partner high school credit-only section, and when one of the following conditions is met:

- The course is required for completion under the State Board of Education High School Program graduation requirements;
- The high school credit-only students are enrolled in College Board Advanced Placement (AP) or International Baccalaureate (IB) coursework; or
- The course is a career and technical education (CTE) course, and the high school credit-only students are eligible to earn articulated College credit.

Notification of co-seating courses that meet the requirements above should be sent to dualinstruction@midland.edu, with "Notification of Co-Seated Course" in the subject line.

2.7. Faculty: Program courses are taught by College faculty. College faculty meet all credentialing standards required by the College and its accrediting body and are hired, assigned, and supervised by their respective dean or designated academic supervisor.

2.8. Instruction: The College will ensure that Program courses are equivalent to the corresponding courses offered on the College's main campus with respect to curriculum, instructional materials, learning outcomes, and the methods and rigor of student evaluation.

2.9. Admission & Advising: The College, through Dual Credit Services (dualcredit@midland.edu), will collaborate with the Partner's counselors on the admission, enrollment, and advising of Program students.

2.10. 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 all College students as outlined in the current edition of the College's Student Handbook.

2.11. Student Support Services: Program students have access to student support services offered to all College students. The College is responsible for ensuring timely and efficient access to these services, including but not limited to:

- MYMC1 Login & College Systems Access
 - Access to College Systems: <https://www.midland.edu/audiences/mymc1-login.php>
 - Email Support: <https://midland.edu/audiences/current-students/student-email.php>
 - Canvas Support: <https://www.midland.edu/audiences/current-students/canvas/support-help-training.php>
 - Microsoft 365 Access: <https://www.midland.edu/audiences/current-students/office365.php>
 - IT Help Desk: help@midland.edu / 432-685-4788
- Learning Support Resources
 - Accommodations: accommodations@midland.edu
 - Tutor.com (via Canvas)
 - In-person and online tutoring via the Learning Resource Center: tutoring@midland.edu
 - Writing Support: <https://www.midland.edu/services-resources/academic-support-services/writing-center.php>
 - Library Services: <https://www.midland.edu/services-resources/library/>
- Student Life
 - Campus Life: <https://www.midland.edu/campus-life/index.php/studentlife@midland.edu>
 - Counseling: counseling@midland.edu
 - Chap Pantry: chappantry@midland.edu
 - Honors Program: <https://www.midland.edu/academics/honors.php>

- Student Records
 - Transcripts: <https://www.midland.edu/enrollment-aid/transcripts.php>

2.12. Transcription of Credit: The College and Partner will each transcribe grades to their respective student records promptly upon a student's completion of a Program course and the submission of final grades.

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

As required by law, the College and the 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 Government Code §553.001 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 as 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.

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- 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 Partner.
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and Texas laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this Agreement.

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The College will pursue applicable State funding, including but not limited to the Financial Aid for Swift Transfer (FAST) program and Performance Tier Funding. To support these efforts, the Partner agrees to provide the College with accurate and timely student information required for State reporting and verification.

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Goal 1 – Outreach and Communication: *The College and Partner will implement coordinated outreach efforts to inform students and parents about the benefits and costs of dual credit, including enrollment and applicable policies.*

- The Partner will invite the College to participate in all information sessions promoting dual credit.
- The College will maintain an up-to-date webpage to include information relevant to all dual credit stakeholders.
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2.18. Title IX: The College and Partner acknowledge that jurisdiction over Title IX-related incidents involving dual credit students can be complex and may, in some cases, be shared by both parties. This protocol establishes coordinated, consistent guidelines to clarify responsibilities and procedures.

Nexus and Jurisdiction:

The central principle is determining which party has the strongest nexus to the alleged misconduct, or whether both parties share a reasonable nexus. When jurisdiction exists for both parties:

- The College and Partner may conduct collaborative investigations, and
- Each party will complete separate resolutions in accordance with its own policies.

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

If permitted by law, the College and Partner will also share outcome information when the outcome impacts the other party or its students or employees.

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- When a party controls the venue, but the complainant is its student/employee and the respondent is associated with the other party, the complainant retains the right to file a grievance with the other party's process. The party in which the complainant is enrolled or employed is responsible for providing appropriate supportive measures.
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Definitions

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- *Student*: A student enrolled in a dual credit course is considered a student of both parties, regardless of which party has the primary educational relationship. Each party's policies and procedures apply to its students, including dual credit students.

Imposing consequences by both parties is appropriate when the respondent is enrolled in the educational programs of both. The parties may, however, mutually agree that the party with the primary relationship to the student, or the party in whose program the incident took place, will take the lead in enforcing applicable policies.

Employees of each party are encouraged and expected to participate as witnesses in any resolution process as needed.

Title IX Contact Information:

Director of Student Support Services and Title IX Coordinator
Scharbauer Student Center, Room 125
Midland, Texas 79705
432-685-4781
Title9@midland.edu

3. GENERAL TERMS AND CONDITIONS

3.1 Term: The term of this Agreement will begin on the latter of the execution date or August 1, 2026, and will continue in effect until July 31, 2027.

3.2. Termination: The College and Partner reserve the right to terminate this Agreement by providing notice in accordance with the terms of this Agreement or as otherwise required by law. Either party may terminate this Agreement by providing written notice at least ninety (90) days before the end of the semester during which the notice is given.

To be effective, termination notice must be submitted in writing, signed by the College President or the designated official of the Partner, and personally delivered to the other party to this Agreement.

3.3. Modification: Any modification or amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

3.4. 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.

3.5. Notice: Any notice given under this Agreement by either Party may be effected a) by personal delivery in writing, or b) registered or certified mail, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below. Notice delivered personally shall be deemed received at the actual time of delivery. Mailed notice shall be deemed received three (3) days after the date of mailing.

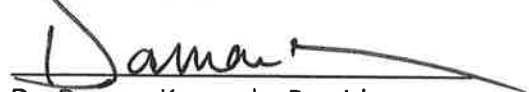
College Notice Address

Midland College
3600 N. Garfield
Midland, Texas 79705
Attn: Office of the President

Partner Notice Address

3.6. Authority: The persons signing below on behalf of the College and Partner warrant that they are duly authorized to execute this Agreement and to bind their respective organizations to its terms.

Midland College



Dr. Damon Kennedy, President

02 April 2026

Date

Hillcrest School



Betty Starnes, Executive Director

4-1-2026

Date



Midland College

M e m o

TO: Dr. Damon Kennedy, President 

FROM: Dr. Michael Dixon, Provost 

SUBJECT: Request to Serve Alcoholic Beverages

DATE: September 3, 2026

This memo serves as a request for approval to serve alcoholic beverages at the Legacy Scholars 40th Anniversary Celebration, to be held on October 2, 2026, at 5:30 p.m. in the Carrasco Room of the Scharbauer Student Center.



Midland College

Office of the President

Memo

To: Dr. Damon Kennedy, President
From: Karisa Danley, Associate Vice President of MCPRO
Re: Request to Serve Alcoholic Beverages
Date: September 15, 2026

Approval is requested to serve alcoholic beverages at the Welcome Reception for Elizabeth Shydowski, Executive Director of the MC Foundation. The reception is to be held on September 24, 2026 at 5:30 p.m. in the McCormick Gallery in the Allison Fine Arts Building.

Midland College
Comparative Year-To-Date Operating Revenues
August 31, 2026
(100.00% of Year Completed) Unaudited

Source of Funds	Fiscal Year 2024-2025			Fiscal Year 2025-2026		
	Total Received	Actual thru August	Percent Received	Original Budget	Actual thru August	Percent Received
State Appropriation	11,030,729	11,030,729	100.00%	10,059,226	10,158,776	100.99%
Ad Valorem Taxes	43,127,551	43,127,551	100.00%	45,748,517	46,991,456	102.72%
Tuition and Fees	10,560,682	10,560,682	100.00%	11,854,813	12,910,339	108.90%
Other Income	6,387,071	6,387,071	100.00%	5,048,275	22,229,572 *	440.34%
Auxiliary	1,211,830	1,211,830	100.00%	1,355,500	1,634,800	120.60%
Total Unrestricted and Auxiliary	72,317,863	72,317,863	100.00%	74,066,331	93,924,943 **	126.81%
Restricted Funds	23,379,336	23,379,336	100.00%	14,485,653	19,355,803	133.62%
Total Revenue	95,697,199	95,697,199	100.00%	88,551,984	113,280,746 **	127.93%

* See Drilling Revenue Received Report

** These represent unaudited financials and do not reflect all entries that are required to be made for the end of the year.

Midland College

Comparative Year-To-Date Operating Expenses

August 31, 2026

(100.00% of Year Completed) Unaudited

	Fiscal Year 2024-2025			Fiscal Year 2025-2026		
	Total Expended	Actual thru August	Percent Expended	Original Budget	Actual thru August	Percent Expended
Instruction	19,994,304	19,994,304	100.00%	22,001,683	21,199,681	96.35%
Public Service/Extension	4,283,332	4,283,332	100.00%	4,670,362	4,724,695	101.16%
Academic Support	7,425,508	7,425,508	100.00%	8,351,451	6,852,934	82.06%
Student Services	5,289,975	5,289,975	100.00%	5,819,650	5,357,272	92.05%
Institutional Expense	13,039,594	13,039,594	100.00%	14,789,126	12,849,340	86.88%
Physical Plant	10,658,605	10,658,605	100.00%	11,417,632	16,263,394 *	142.44%
Auxiliary	5,217,265	5,217,265	100.00%	5,371,177	5,199,050	96.80%
Transfers	1,438,873	1,438,873	100.00%	1,645,250	1,323,074	80.42%
Total Unrestricted and Auxiliary	67,347,456	67,347,456	100.00%	74,066,331	73,769,440	99.60%
Restricted Funds	20,824,464	20,824,464	100.00%	14,485,653	22,246,095	153.57%
Total Current Fund Expenses	88,171,920	88,171,920	100.00%	88,551,984	96,015,535 **	108.43%

* See Dorm Project Expenditure Report

** These represent unaudited financials and do not reflect all entries that are required to be made for the end of the year.

Midland College
Comparative Year-To-Date Operating Expenses
By Natural Expense Classification
Unrestricted and Auxiliary Funds Only
August 31, 2026
(100.00% of Year Completed) Unaudited

	Fiscal Year 2024-2025			Fiscal Year 2025-2026		
	Total Expended	Actual thru August	Percent Expended	Amended Budget	Actual thru August	Percent Expended
Salaries & Benefits						
Non-Faculty Salary-FT	19,200,022	19,200,022	100.00%	21,887,719	20,373,299	93.08%
Non-Faculty Salary-PT	1,171,513	1,171,513	100.00%	1,655,548	995,013	60.10%
Faculty & Lab Salaries-FT	11,454,248	11,454,248	100.00%	12,954,407	11,739,140	90.62%
Faculty & Lab Salaries-PT	4,304,995	4,304,995	100.00%	3,832,442	4,601,392	120.06%
Staff Benefits	8,287,192	8,287,192	100.00%	8,779,554	9,272,681	105.62%
Subtotal Salaries & Benefits	44,417,970	44,417,970	100.00%	49,109,670	46,981,525	95.67%
Contracted Services	5,618,388	5,618,388	100.00%	3,851,813	3,477,210	90.27%
Utilities	1,837,753	1,837,753	100.00%	1,945,400	1,865,684	95.90%
Supplies and Consumables	1,805,374	1,805,374	100.00%	2,047,170	2,207,838	107.85%
Other Operating	8,185,960	8,185,960	100.00%	12,055,500	8,776,267	72.80%
Travel & Professional Development	610,983	610,983	100.00%	829,727	642,667	77.46%
Equipment and Capital Outlay	2,119,741	2,119,741	100.00%	1,036,933	7,202,379 *	694.58%
Scholarships & Financial Aid (Unrestricted)	1,312,414	1,312,414	100.00%	1,544,868	1,292,796	83.68%
Debt Covenant and Other Transfers	1,438,873	1,438,873	100.00%	1,645,250	1,323,074	80.42%
Total Unrestricted and Auxiliary	67,347,456	67,347,456	100.00%	74,066,331	73,769,440 **	99.60%

* See Dorm Project Expenditure Report

** These represent unaudited financials and do not reflect all entries that are required to be made for the end of the year.

Midland College
Approved Projects from Net Position Reported in Operating Expenses
August 31, 2026

(100.00% of Year Completed) Unaudited

	Fiscal Year 2025-2026			
	<u>Final Approved</u>	<u>2024-2025 Actual</u>	<u>Actual thru August</u>	<u>Percent Expended</u>
Dorm Renovation Project				
Reported within				
Physical Plant /	10,526,854	2,810,910	6,505,679 *	88.50%
Equipment & Capital Outlay				

Midland College
Drilling Revenue Received
August 31, 2026

(100.00% of Year Completed) Unaudited

	Fiscal Year 2025-2026	
	Per Agreement	Received thru August
Surface Use Agreement	35,000,000	15,000,000
Lease Bonus	665,750	665,750
Royalty Income	-	523,632
Total	35,665,750	16,189,382

Midland College Net Position Estimate

Unrestricted Net Assets (Adjusted) 8-31-2025	55,257,019
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Current Year Estimates

Revenue	77,735,561
---------	------------

Expenditure	73,246,449
-------------	------------

Current Year Estimated Addition/(Subtraction) to Net Assets	4,489,112
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Expenditures Approved from Net Position

O'Shaughnessy Remodel	7,939,090
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Campus-wide Monitoring System	1,174,132
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Estimated Net Assets (Adjusted) 8-31-2026	50,632,909
--	-------------------

Reserve Requirement (50% of 26-27 Operating Budget)	40,027,778
---	------------

Estimated Amount in Excess of Requirement	10,605,131
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Applied Technology Project

Revenue Received:

Oli and Gas Revenue Received to Date	16,189,382
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Expenditures Committed to:

Architect Services	3,021,829
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Amount Remaining	13,167,553
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Midland College

THE STATE OF TEXAS
COUNTY OF MIDLAND
MIDLAND COLLEGE DISTRICT

Resolution Setting Tax Rate for 2026-2027

WHEREAS, the Chief Appraiser of the Midland Central Appraisal District has certified the 2026 Appraisal Roll, the Board of Trustees has voted to propose a tax rate at its meeting on August 18, 2026; and

WHEREAS, the Board of Trustees proposed a rate equal to the No-New Revenue Rate; and

WHEREAS, the Board of Trustees has complied with all procedural requirements for setting of the 2026 ad valorem tax rate as specified by the Texas Tax Code and Texas Education Code and wishes to adopt the proposed rate;

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE MIDLAND COLLEGE DISTRICT

The ad valorem tax rate for the 2026 tax year be set and adopted to be assessed and collected by the duly specified assessor and collector as follows:

Maintenance and Operations Tax Rate	\$0.098102	per \$100 valuation
Debt Service Tax Rate	<u>\$0.000000</u>	per \$100 valuation
Total Ad Valorem Tax Rate	\$0.098102	per \$100 valuation

ADOPTED this 15th day of September 2026, by the Board of Trustees of Midland College

Steven C. Kiser, Chairperson
Board of Trustees

Adrian Carrasco, Secretary
Board of Trustees



Midland College

Request Regular

Board Meeting September 15, 2026

Consideration of Salary Supplements

Amount: \$2,000

RECOMMENDATION

Request

Administration requests approval of salary supplements totaling \$2,000 provided by Education Partnership or the Permian Basin (EPPB) to provide retention bonuses to qualified early childhood educators, thereby advancing the stability and quality of childcare in the Midland community to be distributed among 4 eligible employees in accordance with Board Policy DEA (Legal and Local).

Background

Board Policy DEA establishes the framework governing compensation, including salary supplements, for Midland College employees. Under DEA(LOCAL), a salary supplement is defined as compensation provided in addition to base salary that is not tied to the assignment of additional duties, and may be used to support recruitment, retention, or specialized skill needs of the College.

The proposed supplements are consistent with the College's approved compensation practices and are intended to support employee retention, recognize contributions, and maintain continuity in critical operational areas. All supplements are being recommended in alignment with administrative procedures established by the College President under the approved compensation plan.

In accordance with DEA(LEGAL), compensation adjustments must serve a clear public purpose and comply with statutory requirements governing public funds and employee compensation. The proposed supplements meet these requirements as prospective compensation adjustments that support institutional effectiveness and workforce stability.

Additionally, all salary supplements are subject to prior approval requirements and must comply with conflict-of-interest provisions, ensuring that the supplements are administered transparently and in the best interest of the College.

Funding Source

Funding for these salary supplements have been provided by EPPB.

Next Steps

Upon Board approval, the College will implement the approved salary supplements and process the payments to the employees.

Amount	Employee Name	Department
500.00	Brittanne Bobo	Day Care
500.00	Brianna Sanchez	Day Care
500.00	Paula Saenz	Day Care
500.00	Tanya Frantz	Day Care

Wage Support Grant Agreement

This Wage Support Grant Agreement (“Agreement”) is entered into as of September 15, 2026 (the “Effective Date”). The person executing this Agreement on behalf of Grantee represents and warrants that they are duly authorized to bind Grantee to its terms. Grantor is The Education Partnership of the Permian Basin (“EPPB”), a Texas nonprofit corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. EPPB and Grantee are each referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, EPPB’s exempt purpose includes improving educational outcomes, childcare quality, and workforce development in the Permian Basin;

WHEREAS, EPPB has established the Childcare Workforce Wage Support Initiative (the “Program”) to provide retention bonuses to qualified early childhood educators, thereby advancing the stability and quality of childcare in the Midland community;

WHEREAS, Grantee operates a childcare center in ____Midland____ County, Texas, and desires to participate in the Program by administering wage support bonuses to its eligible staff members; and

WHEREAS, EPPB will reimburse Grantee for bonuses paid to eligible staff members, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

The following terms shall have the meanings ascribed to them in this Section:

1.1 “Approval” means written confirmation from EPPB’s authorized representative that submitted staff evaluations have been reviewed and the identified staff members are approved for a Wage Support Bonus for the applicable Disbursement Period.

1.2 “Disbursement Period” means each six-month cycle ending June 30 and December 31 of each calendar year in which this Agreement is in effect.

1.3 “Eligible Staff Member” means a full-time or part-time employee of Grantee who: (a) is employed at the participating childcare center as of the applicable evaluation date; (b) receives a satisfactory score on the Evaluation Tool for the applicable Disbursement Period, as determined by Grantee’s director and approved by EPPB; and (c) has not been subject to a pending corrective action or termination proceeding as of the date of bonus payment.

1.4 “Evaluation Tool” means the staff evaluation instrument designated by EPPB and attached hereto as Exhibit A, as may be updated by EPPB from time to time upon at least thirty (30) days’ prior written notice to Grantee.

1.5 “Grant Funds” means the amounts reimbursed by EPPB to Grantee under this Agreement for Wage Support Bonuses paid to Eligible Staff Members.

1.6 “Program Guidelines” means the written program guidelines issued by EPPB and attached hereto as Exhibit B, which set forth additional operational requirements, deadlines, and reporting formats applicable to the Program.

1.7 “Wage Support Bonus” means the \$500 retention bonus paid by Grantee directly to each Eligible Staff Member from Grantee’s own funds, which EPPB will reimburse to Grantee upon satisfaction of the conditions set forth in this Agreement.

2. Purpose of the Grant

The purpose of this Agreement is to support Grantee’s payment of Wage Support Bonuses to Eligible Staff Members who have met the eligibility requirements set forth in Section 1.3, as verified through the Evaluation Tool. This Program is administered by EPPB in furtherance of its charitable mission to improve educational quality and childcare workforce stability in the Permian Basin. EPPB’s reimbursement of Grant Funds to Grantee is conditioned in all respects on Grantee’s compliance with the terms of this Agreement.

3. Grant Amount and Disbursement

a. Amount. EPPB shall reimburse Grantee \$500 per Eligible Staff Member per Disbursement Period, subject to: (i) a maximum of [_____] Eligible Staff Members per center per Disbursement Period; and (ii) a maximum aggregate reimbursement of \$[_____] per Grantee per calendar year. EPPB reserves the right to adjust these caps upon written notice prior to the start of any Disbursement Period.

b. Reimbursement Model. Grant Funds are disbursed on a reimbursement basis only. Grantee shall first pay the \$500 Wage Support Bonus directly to each Eligible Staff Member through Grantee’s regular payroll system, subject to applicable payroll tax withholding. Grantee shall then submit proof of payment and all required documentation as described in Section 6 to EPPB no later than fifteen (15) calendar days following the end of the applicable Disbursement Period. EPPB shall issue reimbursement by check within thirty (30) calendar days of receiving complete, approved documentation.

c. Approval Required. EPPB’s obligation to disburse Grant Funds is expressly conditioned on EPPB’s prior written Approval of the submitted staff evaluations. No funds will be released prior to Approval.

d. Disbursement Schedule. Evaluation submission deadlines are May 31 (for the July Disbursement Period) and November 30 (for the December Disbursement Period), or as otherwise specified in the Program Guidelines.

e. Employment at Time of Payment. Staff members who separate from employment prior to the date of Grantee's bonus payment are not eligible for reimbursement for that Disbursement Period.

f. Method of Payment. Reimbursement will be made by check payable to Grantee. Grantee shall promptly notify EPPB in writing of any change in its legal name or mailing address.

4. Use of Funds

a. Restricted Purpose. The Grantee shall use the Grant Funds exclusively for the payment of Wage Support Bonuses to Eligible Staff Members and in accordance with applicable laws and regulations. No deviation from the intended use of funds will be allowed.

b. Pass-Through Requirement. Grantee shall ensure that 100% of each reimbursed amount is distributed to Eligible Staff Members within ten (10) business days of receipt of EPPB's reimbursement check. Grantee shall not retain any portion of reimbursed Grant Funds for its own benefit, for administrative costs, or for any purpose other than direct payment to Eligible Staff Members.

c. Clawback. If EPPB determines that any reimbursed Grant Funds were not distributed to Eligible Staff Members in accordance with Section 4(b), Grantee shall repay such amounts to EPPB within thirty (30) days of written demand. EPPB reserves the right to offset future disbursements against any amounts owed under this Section.

d. Charitable Purpose Nexus. Grantee acknowledges that Grant Funds are awarded exclusively in furtherance of EPPB's 501(c)(3) exempt purpose of improving educational quality and childcare workforce stability in the Permian Basin, and are not intended as general operating support or economic benefit to Grantee's private owners.

5. Representations and Warranties of Grantee

Grantee represents and warrants to EPPB as of the Effective Date and as of each disbursement date that:

a. Licensure. Grantee holds a current, valid license to operate a childcare center in the State of Texas and is in good standing with the Texas Health and Human Services Commission, with no pending license revocations, suspensions, or material compliance actions.

b. Employment Status. All Eligible Staff Members are bona fide employees of Grantee employed pursuant to a standard employer-employee relationship. No Eligible Staff Member is an independent contractor.

c. Payroll Processing. Wage Support Bonuses will be paid through Grantee's regular payroll system and will be subject to all applicable federal and state payroll tax withholding and reporting requirements.

d. No Debarment. Grantee is not debarred, suspended, or otherwise ineligible to receive grant funds from any federal, state, or local governmental entity.

e. Accuracy of Information. All information submitted to EPPB in connection with this Agreement, including staff evaluations, absence reports, proof of payment, and surveys, is and shall be true, accurate, and complete.

f. Authority. Grantee has full authority to enter into this Agreement, and the individual executing this Agreement on Grantee's behalf has been duly authorized to do so.

6. Reporting Requirements

The Grantee agrees to submit the following reports and documentation, in the formats specified in the Program Guidelines (Exhibit B), by the deadlines set forth below:

a. Staff Evaluations (Exhibit A). Completed evaluation forms for each employee submitted for Approval, due no later than May 31 (June Disbursement Period) and November 30 (December Disbursement Period).

b. Proof of Bonus Payment. For each Eligible Staff Member: (i) a copy of the payroll record or pay stub evidencing payment of the \$500 Wage Support Bonus; and (ii) a signed acknowledgment from the employee confirming receipt of the bonus. These documents are due within fifteen (15) calendar days following the end of each Disbursement Period.

c. Attendance and Absence Reports. Records confirming the employment status and attendance of each Eligible Staff Member during the evaluation period, submitted concurrently with staff evaluations.

d. Program Survey. Grantee shall complete EPPB's program feedback survey within thirty (30) days of the end of each Disbursement Period.

e. Consequence of Non-Submission. Failure to submit complete and timely documentation under this Section shall suspend EPPB's obligation to disburse Grant Funds until all required materials have been received and approved.

7. Record-Keeping and Audit Rights

The Grantee shall maintain accurate financial and programmatic records related to the grant, including payroll records, employee evaluations, and proof of bonus payments, for a minimum of five (5) years following termination or expiration of this Agreement, and shall make them available for inspection or audit by the Grantor upon reasonable written notice. EPPB may conduct audits at its own expense; provided that any audit revealing misuse of Grant Funds may entitle EPPB to

recover its audit costs from Grantee. Grantee acknowledges and consents to EPPB's inclusion of grant amounts and Grantee's identifying information in EPPB's IRS Form 990 disclosures as required by law.

8. Compliance Obligations

The Grantee shall comply with: (a) all applicable federal, state, and local laws and regulations, including Texas childcare licensing requirements; (b) all regulations or guidelines set forth by the Grantor, including the Program Guidelines attached as Exhibit B; and (c) IRS rules applicable to 501(c)(3) grant recipients, including requirements prohibiting private inurement and impermissible private benefit.

9. Confidentiality and Data Privacy

a. Each Party agrees to maintain the confidentiality of non-public information received from the other Party in connection with this Agreement, including employee evaluation results, payroll records, and personally identifiable information ("PII") of staff members, and to use such information solely for purposes of administering the Program.

b. Grantee represents that it has obtained or will obtain all necessary employee authorization or consent required under applicable law to submit employee PII to EPPB in connection with this Agreement.

c. Each Party shall implement reasonable administrative, technical, and physical safeguards to protect employee PII from unauthorized access, disclosure, or misuse. In the event of a data breach affecting employee PII, the breaching Party shall notify the other Party within seventy-two (72) hours of discovery.

d. Grantee authorizes EPPB to retain submitted documentation for program administration, audit, and IRS Form 990 reporting purposes, consistent with EPPB's record retention policies.

10. Indemnification

Grantee shall indemnify, defend, and hold harmless EPPB, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Grantee's breach of any representation, warranty, covenant, or obligation under this Agreement; (b) Grantee's failure to distribute Grant Funds to Eligible Staff Members as required herein; (c) any employment-related claims brought by Grantee's employees arising from or related to the Wage Support Bonus program; or (d) any violation of applicable law by Grantee in connection with the Program. EPPB shall provide Grantee with prompt written notice of any claim for which indemnification is sought.

11. Breach and Remedies

If the Grantee fails to comply with the terms of this Agreement, the Grantor may:

- a. Suspend further payments;
- b. Require repayment of misused or undistributed funds, together with interest at the statutory rate from the date of demand;
- c. Offset amounts owed by Grantee against future disbursements;
- d. Terminate the Agreement immediately upon written notice; and/or
- e. Pursue any other remedy available at law or in equity.

The remedies set forth herein are cumulative and not exclusive.

12. Term and Renewal

a. Initial Term. This Agreement shall commence on the Effective Date and shall continue through December 31, 20____, unless earlier terminated in accordance with Section 13.

b. Renewal. This Agreement may be renewed for successive one-year terms upon the mutual written agreement of the Parties, executed no later than thirty (30) days prior to expiration of the then-current term.

c. Survival. Upon expiration or termination, Grantee's obligations to return undistributed Grant Funds, EPPB's audit rights under Section 7, Grantee's record-keeping obligations, and the indemnification obligations under Section 10 shall survive indefinitely.

13. Termination

a. Termination for Convenience. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party. In the event of termination for convenience by EPPB, EPPB shall reimburse Grantee for any Wage Support Bonuses properly paid to Eligible Staff Members and documented prior to the effective date of termination.

b. Termination for Cause. EPPB may terminate this Agreement immediately upon written notice to Grantee in the event of: (i) Grantee's material breach of any provision of this Agreement; (ii) loss or suspension of Grantee's childcare license; (iii) Grantee's insolvency or cessation of operations; or (iv) any finding of fraud, misrepresentation, or misuse of Grant Funds.

c. Return of Funds. Upon termination for any reason, Grantee shall promptly return to EPPB any Grant Funds previously reimbursed that have not been distributed to Eligible Staff Members in accordance with this Agreement.

14. Governing Law and Dispute Resolution

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America, without regard to conflicts of law principles.

b. Dispute Resolution. Any dispute arising under or related to this Agreement that cannot be resolved by good-faith negotiation within thirty (30) days of written notice of the dispute shall be submitted to non-binding mediation before a mutually agreed mediator in Ector County, Texas, as a condition precedent to the commencement of litigation. The costs of mediation shall be shared equally by the Parties.

c. Venue. Venue for any litigation arising out of or related to this Agreement shall lie exclusively in the state or federal courts located in Ector County, Texas. Each Party consents to personal jurisdiction in such courts.

15. General Provisions

a. Entire Agreement. This Agreement, together with Exhibits A, B, and C attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, representations, and agreements relating thereto.

b. Amendment. This Agreement may not be amended except by a written instrument signed by authorized representatives of both Parties.

c. Notices. All notices under this Agreement shall be in writing and delivered by hand, overnight courier, certified mail (return receipt requested), or email with confirmation of receipt, to the addresses set forth above.

d. No Waiver. No failure or delay by either Party to exercise any right hereunder shall operate as a waiver of that right. No waiver shall be effective unless made in writing.

e. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

f. Independent Contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between EPPB and Grantee or any of Grantee's employees.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed valid.

h. Exhibits. The following exhibits are incorporated herein by reference and made a part of this Agreement: Exhibit A – Staff Evaluation Tool; Exhibit B – Program Guidelines; Exhibit C – Disbursement Deadlines and Schedule.

Signatures.

Grantor Signature: _____ **Date:** _____

Printed Name & Title:

Grantee Signature: _____ **Date:** _____

Printed Name & Title:

EXHIBIT A

Staff Evaluation Tool

[EPPB to attach the designated staff evaluation instrument. The Evaluation Tool should include: (1) evaluation criteria and scoring rubric; (2) minimum passing score for eligibility; (3) instructions for completion by the center director; and (4) employee and director signature lines with date fields. Grantee will be notified in writing at least 30 days prior to any changes to the Evaluation Tool.]

EXHIBIT B

Program Guidelines

[EPPB to attach the Program Guidelines document, which should address at minimum: (1) evaluation submission deadlines and procedures; (2) proof-of-payment documentation formats and requirements; (3) employee acknowledgment form template; (4) attendance and absence report format; (5) program survey format; (6) EPPB's reimbursement processing timeline; (7) contact information for program questions; and (8) procedures for handling disputes or documentation discrepancies.]

EXHIBIT C

Disbursement Deadlines and Schedule

Disbursement Period	Evaluation Deadline	Documentation Deadline	EPPB Reimbursement Target
June 30 (Mid-Year)	May 31	July 15	August 15
December 31 (Year-End)	November 30	January 15	February 15

Note: All deadlines are subject to adjustment by EPPB upon thirty (30) days' prior written notice. If any deadline falls on a weekend or federal holiday, the deadline shall be extended to the next business day.



Midland College

Regular Board Meeting September 15, 2026 Consideration of Approval of Pre-Construction Agreement for Applied Technology Complex

RECOMMENDATION

Recommend that the Board of Trustees authorize the Midland College to execute a Preconstruction Services Agreement with Satterfield & Pontikes Construction, Inc. for the proposed Applied Technology Complex project.

BACKGROUND

The College issued a Request for Qualifications (RFQ) seeking Construction Manager-at-Risk (CMAR) services for the Applied Technology Complex project. The RFQ process generated ten (10) qualified responses, which were evaluated by a selection committee using established criteria related to experience, qualifications, project approach, team composition, and past performance.

Following the initial evaluation, four firms were shortlisted and invited to participate in interviews: Satterfield & Pontikes Construction, Inc., Teinert Construction, Cerris Builders, and Pogue Construction. Based on the committee's assessment of the written submissions and interview presentations, Satterfield & Pontikes Construction, Inc. received the highest overall evaluation and was determined to be the firm best qualified to provide preconstruction services for the project.

The proposed agreement will allow Satterfield & Pontikes to collaborate with the College and design team during project planning and design development to provide constructability reviews, cost estimating, value engineering, scheduling, and other preconstruction services intended to support successful project delivery.

FUNDING SOURCE

\$195,000 - Funding for the preconstruction services agreement will be provided from funds set aside for the Applied Technology Complex project out of Oil & Gas Revenue.

NEXT STEPS

Upon Board approval, the College will:

1. Execute the Preconstruction Services Agreement with Satterfield & Pontikes Construction, Inc.
2. Begin the preconstruction phase and coordinate with the architect.
3. Develop project budgets, schedules, and design recommendations.
4. Bring a Guaranteed Maximum Price (GMP) and construction phase agreement to the Board for consideration at a future meeting.

ATTACHMENTS

Draft Agreement

DRAFT AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 9th day of September in the year 2026

BETWEEN the Owner:

Midland College
3600 N. Garfield
Midland, Texas 79705

and the Construction Manager:

Satterfield & Pontikes Construction, Inc.
11000 Equity Drive
Houston, Texas 77041

for the following Project:

Midland College Applied Technologies Complex

The Architect:

Gensler
229 East Houston Street, Suite 200
San Antonio, Texas 78205

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

« »

§ 1.1.2 The Project's physical characteristics:

The Project consists of the design and construction of approximately 125,000 square feet of workforce training facilities utilizing pre-engineered metal building (PEMB) systems on the Midland College campus. The Project generally includes:

- Welding Technology Facility
- Diesel and Heavy Equipment Facility
- Petroleum Energy, Automation and Natural Gas Compression Facility
- High-bay industrial training spaces
- Overhead crane systems
- Specialty mechanical, electrical, and process utility systems
- Site development, utilities, roadways, drainage, and parking
- Associated support spaces and campus infrastructure
- Translate POR at every step

§ 1.1.3 Not Used

§ 1.1.4 Not Used

§ 1.1.5 Not Used

§ 1.1.6 Not Used

§ 1.1.7 Not Used

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

Jeffrey Chambers, Vice President for Administrative Services
Midland College
3600 N. Garfield, PAD 102A
Midland, Texas 79705
(432) 685 - 4529
jchambers@midland.edu

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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§ 1.1.10 The Owner shall retain the following consultants and contractors:

.1 Geotechnical Engineer:

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.2 Civil Engineer:

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<< >>
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<< >>

.3 Other, if any:

<< >>

§ 1.1.11 The Architect's representative:

Joshua Newton, Principal
Gensler San Antonio
229 East Houston Street, Suite 200
San Antonio, Texas 78205
(210) 222-8059

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

Ryan Busking
Satterfield & Pontikes Construction, Inc.

11000 Equity Drive
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§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

« »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

« »

§ 1.1.15 Not Used.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER’S RESPONSIBILITIES

The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager’s Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect’s review and the Owner’s acceptance. The Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities; and identify items that affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor;

ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. These estimates shall be provided at:

- Schematic Design
- Design Development
- 50% Construction Documents
- 90% Construction Documents
- GMP Development

The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

Constructability Reviews

Conduct formal reviews to identify:

- Design conflicts
- Utility coordination issues
- Structural concerns
- MEP system conflicts
- Crane support requirements
- Safety and accessibility issues
- Long-lead procurement requirements

Value Engineering

Recommend alternatives that:

- Maintain program intent
- Improve constructability
- Reduce cost
- Improve schedule performance
- Enhance lifecycle value

Schedule Development

Prepare and maintain:

- Master Project Schedule
- Design Schedule
- Procurement Schedule
- Early Package Schedule
- Construction Schedule

Identify critical path activities and schedule risks.

Procurement Planning

Develop procurement strategies for:

- PEMB manufacturer
- Structural steel
- Overhead cranes
- Electrical equipment
- Switchgear
- HVAC equipment
- Specialty training equipment

Early Work Package Planning

Identify opportunities for:

- Site packages
- Utility packages
- Foundation packages
- PEMB packages
- Long-lead procurement packages

Risk Management

Prepare and update a risk register addressing:

- Escalation risks
- Supply chain issues
- Labor availability
- Weather impacts
- Utility service coordination
- Permitting requirements

Deliverables

CMAR shall provide:

- Monthly Cost Reports
- Updated Project Schedule
- Constructability Reviews
- Value Engineering Log
- Procurement Log
- Risk Register
- GMP Development Reports
- Cash Flow Projections
- Preliminary Logistics Plan
- Site Utilization Plan

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
5. A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.2.10 All schedules, estimates, reports, constructability reviews, procurement plans, and related materials produced under this Agreement shall become property of Midland College upon payment.

§ 3.2.11 Execution of this Preconstruction Agreement does not obligate Midland College to approve a GMP or proceed into the Construction Phase. Owner reserves the right to terminate negotiations and pursue alternative delivery options as authorized by Texas law.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 The Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

Not to exceed \$195,000 per hourly rates in 5.1.2.

Any additional services performed outside this agreement must be approved in writing by the Owner.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

For preconstruction services beyond the scope of Article 3, the following hourly rates will apply:

SR ESTIMATOR	\$196.00
DESIGN MANAGER	\$196.00
ESTIMATOR	\$125.00
QUANTITY TAKEOFF	\$ 54.00
CHIEF ETIMATOR	\$250.00
BIM SENIOR PROJECT MGR	\$138.00
DIRECTOR OF OPERATIONS	\$209.00
PROJECT EXECUTIVE	\$181.00
SR PROJECT MANAGER	\$159.00
GENERAL SUPERINTENDENT	\$180.00
SUPERINTENDENT	\$119.00
BIM SERVICES	\$150.00

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within **five (5)** months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

% of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

% of the Cost of the Work

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15.00 % of the Cost of the Work

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed **one hundred** percent (**100%**) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

As Owner's sole and exclusive remedy for all delay-related damages, if Substantial Completion of the Work is not achieved within the time provided by this Agreement, subject to a 30-day grace period, Owner shall be entitled to collect from Construction Manager liquidated damages in the amount of \$500.00 per day for each day of delay in the achievement of Substantial Completion.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work.

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Not Used

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts,

rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of seven years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the

amount certified shall be made by the Owner not later than **forty-five (45)** days after the Architect receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit a statutory Conditional Waiver and Release on Progress Payment for the period covered by the present Application for Payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5.00 %

§ 11.1.8.2 Upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2, which shall occur no later than the date the punch list generated at Substantial Completion is signed off by the Architect or Owner.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall complete an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 7 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA

Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 10 days after the issuance of the Architect’s final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due in accordance with § 2251.025 of the Texas Government Code.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Not Used

§ 12.2 Binding Dispute Resolution

For any Claim subject to but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the venue for disputes shall be Midland County Texas. Nothing in this Agreement shall be construed as a waiver of any immunity, defense, or limitation available to Midland College under Texas law.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than thirty days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than thirty days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. Construction Manager shall furnish all work product performed prior to termination to Owner. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1, as well as reasonable costs of demobilization; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Not Used

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000)** for each occurrence and **Two Million Dollars (\$ 2,000,000)** in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than **One Million Dollars (\$ 1,000,000)** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than **One Million Dollars (\$ 1,000,000)**.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **One Million Dollars (\$ 1,000,000)** per claim and **Two Million Dollars (\$ 2,000,000)** in the aggregate.

§ 14.3.1.6 Not Used

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Midland College Standard Texas Public Entity Provisions

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)



Midland College

Office of the Board of Trustees

September 15, 2026

RESOLUTION HONORING A LEGACY OF SERVICE Judge Joe Shuster

The Midland College Board of Trustees proudly recognizes Judge Joe Shuster for his distinguished public service, dedicated leadership, and enduring commitment to educational opportunity in Fort Stockton and Pecos County.

As Mayor of Fort Stockton in the 1990s, Judge Shuster helped bring together community and education leaders around a shared vision: establishing a Midland College campus in Pecos County and expanding access to higher education and workforce training. That vision became the Williams Regional Technical Training Center, which proudly celebrates 30 years of service to the region.

He continued to champion student success and helped establish the Scholars' Dollars Scholarship Fund, which has supported educational opportunities for students for more than two decades.

Through his vision, perseverance, and belief in the power of education, Judge Shuster has helped open doors for generations of students and families. His contributions are reflected not only in the WRTTC but in the lives and opportunities made possible through thereby.

The Midland College Board of Trustees hereby honors Judge Joe Shuster with its deepest gratitude and respect for his exceptional service and lasting contributions to Midland College and the people of Pecos County.

His legacy of vision, service, and opportunity will endure.

Presented on the occasion of the
30th Anniversary of the Williams Regional Technical Training Center
September 2026
Midland College Board of Trustees

Steven C. Kiser, Chairman
Midland College Board of Trustees

Dr. Damon Kennedy, President
Midland College



Midland College

Office of the President

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Damon Kennedy, President

DATE: September 15, 2026

SUBJECT: New Faculty Employment Agreements

I recommend the Board approve employment agreements for the faculty members listed below. Notwithstanding said Board action, no employment agreement 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.

Billy Baker	Faculty - Welding Technology
Shyann Diaz	Faculty - Health Science Dual Credit
Eli Duarte	Faculty - Biology / Anatomy and Physiology
Jacob Heredia	Faculty - Automotive Technology
John Krenik	Faculty - Aviation Maintenance Technology



Midland College

Office of the President

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Damon Kennedy, President

DATE: September 15, 2026

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.

Hector Govea	Director of Institutional Research
Emma Granado	Coordinator PPD
Adrienne Kuykendall	Director of Accounting
James May	Director of Facilities Planning and Construction
Aliah Oronia	Assistant Teacher Pre-K Academy
Camille Pacheco	Teacher Lab Instructor-HLGCC/All Ages
Marce Medina Ruiz	Teacher Lab Instructor-HLGCC
Daniel Tharp	Fitness Center Coordinator
Jalen Variste	Assistant Coach Men's Basketball

For your information, I have approved the full-time non-contractual employment changes of the following individual(s) to the positions shown.

Matthew Buckingham	Associate Director of Career Services
Maggie Campos	Coordinator Scholarships
Stefanie Chambers	Coordinator Early Childhood Programs
Amber Valles	Associate Director of Student Activities and Recreation



Midland College

Office of the President

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Damon Kennedy, President

DATE: September 15, 2026

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 position shown.

Shawnda Korthauer	Faculty Health Services Management and Health Info Management
Dallas McWilliams	Manager Residence Hall
Katie Miller	Director AHEC
Ashanti Williams	Accountant



Upcoming Events

9/15 Tuesday	College Classics Kick-Off Luncheon	11:00 AM Carrasco Room
9/17-20 Thursday-Sunday	CCATT Annual Conference	Baytown, TX
9/22 Tuesday	Superintendent Convening	Carrasco Room
9/30 Wednesday	College Night 2026	6:00 PM Chap Center
10/1 Thursday	2026 Fall Retiree Luncheon	11:00 AM Carrasco Room
10/2 Friday	Legacy Scholars Program 40 th Anniversary Celebration	5:30 PM Carrasco Room
9/15 Tuesday	College Classics Kick-Off Luncheon	11:00 AM Carrasco Room
10/8 Thursday	Davidson Distinguished Lecture Series presents David Grann	7:00 PM Chap Center
10/17 Saturday	TCU Men's Basketball Showcase Game	TBA
10/17 Saturday	WRTTC's 30 th Anniversary Celebration	11:00 AM WRTTC
10/20 Tuesday	Midland College Board of Trustees Meeting	4:00 PM Gibson Board Room
10/21-24 Wed-Sat	ACCT Leadership Congress	Chicago, IL

Midland College
Check Register
For the Month of August 2026

Check Number	Date	Paid to:	Amount	Voided
56277	8/6/26	A T & T	406.39	
56278	8/6/26	A T & T Mobility	303.20	
56279	8/6/26	A T & T Mobility	253.90	
56280	8/6/26	A-1 Graphic Solutions Inc	205.60	
56281	8/6/26	AAdvantage Laundry System LLC	375.00	
56282	8/6/26	Elizabeth Abbott	120.00	
56283	8/6/26	JULIO C AGUILAR	78.50	
56284	8/6/26	Amazon Capital Services Inc	17,080.62	
56285	8/6/26	BELINDA MADRID ARRIETA	1,067.85	
56286	8/6/26	Assessment Technologies Institute L.L.C	12,390.00	
56287	8/6/26	Atmos Energy	1,874.02	
56288	8/6/26	PEDRO AVALOS	852.68	
56289	8/6/26	Bill Williams Tire Center	635.56	
56290	8/6/26	Bullseye Tree and Lawn Service	285.00	
56291	8/6/26	Bumper to Bumper Easy CDL LLC	347.75	
56292	8/6/26	Cain Electrical Supply Corp	914.32	
56293	8/6/26	Commercial Ice Machine Co.	1,798.03	
56294	8/6/26	Contech	2,169.00	
56295	8/6/26	ANTHONY E CUMMINS	32.93	
56296	8/6/26	Debbie Bergen Promotional Prod	351.00	
56297	8/6/26	Marybell Diteodoro Useche	52.50	
56298	8/6/26	DLR Group Inc of Texas	12,114.39	
56299	8/6/26	KELLINA CAROL DRIVER	53.97	
56300	8/6/26	DS Drone Training and Services	1,600.00	
56301	8/6/26	English Color & Supply Inc	37.12	
56302	8/6/26	WILLIAM G FEELER	224.76	
56303	8/6/26	Ferguson Enterprises LLC	2,944.89	
56304	8/6/26	Fire Instructor Testing Software	447.00	
56305	8/6/26	Fire Protection Publications	3,888.00	
56306	8/6/26	Genuine Foods Lab LLC	3,048.00	
56307	8/6/26	Golliher Feed & Supply Inc.	55.00	
56308	8/6/26	JENNIFER E GOOLSBY	265.07	
56309	8/6/26	Grainger	1,590.27	
56310	8/6/26	ANANSA JANE GREEN	1,698.01	
56311	8/6/26	ERICK GUTIERREZ	845.78	
56312	8/6/26	H E B	1,454.24	
56313	8/6/26	Hancock Advertising Group Inc	129.61	
56314	8/6/26	Estefania Gonzalez Hernandez	29.00	
56315	8/6/26	Hispanic Cultural Center Of Midland	1,500.00	
56316	8/6/26	Hobby Lobby Creative Center	241.05	
56317	8/6/26	JMJ Plumbing LLC	2,025.00	
56318	8/6/26	Johnstone Supply	159.09	
56319	8/6/26	DAMON W KENNEDY	95.34	
56320	8/6/26	KMID, YOURBASIN.COM	5,960.00	
56321	8/6/26	KWES Television LLC	3,212.07	
56322	8/6/26	La Casa Verde	750.00	
56323	8/6/26	Lowe's Pay-N-Save	62.28	
56324	8/6/26	Main Event Sports On Air	776.00	

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Check Number	Date	Paid to:	Amount	Voided
56325	8/6/26	Market Street	2,445.07	
56326	8/6/26	McCoy's Building Supply	400.96	
56327	8/6/26	Metlife	51.00	
56328	8/6/26	Microtech Microscope Services	5,010.00	
56329	8/6/26	Midland College Foundation	483.33	
56330	8/6/26	Midland College Foundation	2,546.15	
56331	8/6/26	Midland GPRV Partners 40 LLC	5,500.00	
56332	8/6/26	Midland Hispanic Chamber	250.00	
56333	8/6/26	Midland Indep School District	23,654.16	
56334	8/6/26	Midland International Airport	300.00	
56335	8/6/26	Midland Memorial Hospital	12.00	
56336	8/6/26	Midland Reporter Telegram	288.00	
56337	8/6/26	Mid-Tex Of Midland Inc	100,000.00	
56338	8/6/26	SONYA K MIKESKA	667.34	
56339	8/6/26	HECTOR ELI MONTES	266.47	
56340	8/6/26	Jodi Ann Moore	29.00	
56341	8/6/26	GITSY K MORON VASQUEZ	30.57	
56342	8/6/26	National Healthcareer Assoc	270.00	
56343	8/6/26	National Junior College Athletic Association	2,000.00	
56344	8/6/26	NTTA	27.60	
56345	8/6/26	Off The Court Fitness & Wellness LLC	1,960.00	
56346	8/6/26	Officewise Furniture and Supply LLC	5,501.12	
56347	8/6/26	Permian Basin CPR LLC	1,020.00	
56348	8/6/26	Peopleready Inc	2,012.59	
56349	8/6/26	Phi Theta Kappa Honor Society	1,750.00	
56350	8/6/26	Platinum Educational Group LLC	500.00	
56351	8/6/26	Pocket Nurse Enterprises, Inc.	29,688.18	
56352	8/6/26	Pritchard Industries LLC	93,803.20	
56353	8/6/26	Project Control	13,998.00	
56354	8/6/26	R 2 G Safety LLC	3,690.00	
56355	8/6/26	RedCap Staffing	4,047.40	
56356	8/6/26	Robert Half	909.93	
56357	8/6/26	Ryan Leak Group, LLC	6,500.00	
56358	8/6/26	REY L SALGADO Jr	387.73	
56359	8/6/26	Scantron	505.08	
56360	8/6/26	Segra	4,460.38	
56361	8/6/26	Sewell Permain Basin	767.00	
56362	8/6/26	Siddons Martin Emergency Group	9,204.31	
56363	8/6/26	Sirchie Acquisition Company LLC	1,111.35	
56364	8/6/26	Slate Group	7,072.52	
56365	8/6/26	Smart Rain	13,725.00	
56366	8/6/26	Snap-On Industrial	13,773.63	
56367	8/6/26	Star Tech Group LLC	112,625.00	
56368	8/6/26	States Rentals LLC	4,324.16	
56369	8/6/26	Stericycle Inc	1,626.26	
56370	8/6/26	Systech	100.00	
56371	8/6/26	TASB Inc	7,200.00	
56372	8/6/26	TASB RMF	1,196,000.00	

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Check Number	Date	Paid to:	Amount	Voided
56373	8/6/26	TEXARKANA COLLEGE	100.00	
56374	8/6/26	Texas Community College Consortium	1,167.00	
56375	8/6/26	Texas Dept of State Health Services	688.00	
56376	8/6/26	Texas Sports Broadcasting Network LLC	3,000.00	
56377	8/6/26	Thomson Reuters West	206.00	
56378	8/6/26	TreviPay - Walmart	1,437.00	
56379	8/6/26	TreviPay - Walmart	114.98	
56380	8/6/26	TTC Trammell Company	1,658.99	
56381	8/6/26	Turf Specialty	5,047.35	
56382	8/6/26	Twelve Gate Coffee LLC	755.00	
56383	8/6/26	United Refrigeration Inc	216.91	
56384	8/6/26	United Way Of Midland	220.00	
56385	8/6/26	Vandergriff Group Architects PC	219.00	
56386	8/6/26	Alejandra Villa	120.00	
56387	8/6/26	Vitality Medical Inc.	2,817.07	
56388	8/6/26	VWR International, LLC	2,940.66	
56389	8/6/26	GENE ALVIN WHITE Jr	226.01	
56390	8/6/26	Willie E Wilson	640.00	
56391	8/6/26	Zoom Video Communications Inc	3,000.00	
56392	8/13/26	4imprint Inc	700.87	
56393	8/13/26	A-1 Graphic Solutions Inc	66.40	
56394	8/13/26	Abilene Christian University	496.00	
56395	8/13/26	Alert Services	11,105.50	
56396	8/13/26	Amazon Capital Services Inc	4,197.42	
56397	8/13/26	Association for Talent Development	4,350.00	
56398	8/13/26	Oluwagbemiga Ayoariyo	600.00	
56399	8/13/26	BibliU Campus Inc	1,875.00	
56400	8/13/26	Black Watch Systems, LLC	375.00	
56401	8/13/26	Bullseye Tree and Lawn Service	285.00	
56402	8/13/26	Bush Convention Center	500.00	
56403	8/13/26	Cauble Printwear, LP dba Cauble Sportswear	2,005.50	
56404	8/13/26	City Of Midland	64,265.00	
56405	8/13/26	Complete Book and Media Supply LLC	152.78	
56406	8/13/26	ROBERT ARLEN CUSTER Jr	387.73	
56407	8/13/26	Cutting Edge Advertising Inc	4,373.50	
56408	8/13/26	Debbie Bergen Promotional Prod	23,283.78	
56409	8/13/26	Demco	799.68	
56410	8/13/26	Eli Pacheco Duarte	101.42	
56411	8/13/26	Equifax Mortgage Solutions	1,323.90	
56412	8/13/26	Ferguson Enterprises LLC	784.55	
56413	8/13/26	Fire-Dex GW LLC / Gear Wash	4,128.00	
56414	8/13/26	Freedoms Computer Cabling &	3,634.92	
56415	8/13/26	Gardendale Country Water Inc	2,119.00	
56416	8/13/26	Grainger	5,566.95	
56417	8/13/26	GT Simulators by Global Technologies	5,731.00	
56418	8/13/26	H E B	681.54	
56419	8/13/26	Hardy Diagnostics	325.64	
56420	8/13/26	Howard College	825.00	

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Check Number	Date	Paid to:	Amount	Voided
56421	8/13/26	Illumia, LLC	2,490.00	
56422	8/13/26	Intellicorp	20.90	
56423	8/13/26	Marie Koblan	460.00	
56424	8/13/26	AMANDA ROSE LIVINGSTON	506.05	
56425	8/13/26	Lone Star Challenge Coins LLC	1,236.90	
56426	8/13/26	Julian Lopez	175.00	
56427	8/13/26	Lou's Clinical Lab	232.00	
56428	8/13/26	Lowe's Home Center Inc.	836.65	
56429	8/13/26	Magna Publications Inc/NCSL	687.00	
56430	8/13/26	Midland Chamber Of Commerce	360.00	
56431	8/13/26	Midland Reporter Telegram	372.64	
56432	8/13/26	John Morris	6,905.00	
56433	8/13/26	NACE	319.00	
56434	8/13/26	NJCAA	760.00	
56435	8/13/26	Officewise Commercial Interiors LLC	36,828.67	
56436	8/13/26	Officewise Furniture and Supply LLC	12,091.14	
56437	8/13/26	On Time Sports	799.00	
56438	8/13/26	O'Reilly Auto Parts	390.16	
56439	8/13/26	Panhandle-Plains Higher Education Foundation	1,000.00	
56440	8/13/26	R 2 G Safety LLC	3,037.50	
56441	8/13/26	Robert Half	891.36	
56442	8/13/26	Sam's Club Direct	761.45	
56443	8/13/26	Scrubs And Duds	840.00	
56444	8/13/26	Secured Document Shredding,inc	801.84	
56445	8/13/26	SHI Government Solutions,inc	3,659.95	
56446	8/13/26	Texas A & M University	1,500.00	
56447	8/13/26	Texas A & M University	1,000.00	
56448	8/13/26	Texas Community College Consortium	7,061.00	
56449	8/13/26	The HON Company, LLC	1,172.28	
56450	8/13/26	The Lamar Companies	1,912.00	
56451	8/13/26	EMILY MARIE THOMS	165.41	
56452	8/13/26	TK Elevator Corp	279.50	
56453	8/13/26	TreviPay - Walmart	1,168.83	
56454	8/13/26	Trinity Ceramic Supply, Inc.	981.00	
56455	8/13/26	TW Stagehands	1,400.00	
56456	8/13/26	US Omni & TSACG Compliance Services Inc	750.00	
56457	8/13/26	WALTER S WILLIAMS	84.36	
56458	8/13/26	Yoga Sanctuary	100.00	
56459	8/13/26	JUAN ZAPATA-NUNEZ	387.73	
56460	8/20/26	A T & T	67.20	
56461	8/20/26	A T & T	934.96	
56462	8/20/26	A-1 Graphic Solutions Inc	72.30	
56463	8/20/26	Aircraft Spruce & Specialty	164.82	
56464	8/20/26	Alert Services	371.00	
56465	8/20/26	Amazon Capital Services Inc	7,713.39	
56466	8/20/26	Aprotex Corporation	822.04	
56467	8/20/26	Articulate Global LLC	13,110.00	
56468	8/20/26	Autozone Inc	440.66	

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Check Number	Date	Paid to:	Amount	Voided
56469	8/20/26	Benmark Supply Co Inc	1,819.88	
56470	8/20/26	Best Buy Business Advantage	7,078.66	
56471	8/20/26	Bound Tree Medical LLC	1,684.36	
56472	8/20/26	Calian Corp	29,970.00	
56473	8/20/26	Cauble Printwear, LP dba Cauble Sportswear	5,800.70	
56474	8/20/26	Cinergy Entertainment Group, Inc	379.30	
56475	8/20/26	College Board	61,917.86	
56476	8/20/26	Council for Higher Education Accreditation	2,725.00	
56477	8/20/26	Tucker Craig	200.00	
56478	8/20/26	Cutting Edge Advertising Inc	1,370.00	
56479	8/20/26	Debbie Bergen Promotional Prod	1,528.50	
56480	8/20/26	MARICRUZ DELAROSA	437.50	
56481	8/20/26	Department Of Veteran Affairs(Chapter 33)	1,413.00	
56482	8/20/26	DLR Group Inc of Texas	8,990.35	
56483	8/20/26	DS Drone Training and Services	1,875.00	
56484	8/20/26	Ferguson Enterprises LLC	1,410.22	
56485	8/20/26	Filtration Concepts	1,433.78	
56486	8/20/26	Fisher Scientific	129.00	
56487	8/20/26	Fitzco Sound Inc	5,175.00	
56488	8/20/26	Flowerland	360.00	
56489	8/20/26	Follett Higher Education Group LLC	17,584.46	
56490	8/20/26	Fondren Forensics Inc	3,585.00	
56491	8/20/26	Freeit Data Solutions Inc	46,920.00	
56492	8/20/26	Maria Alejandra Garcia	29.00	
56493	8/20/26	Genuine Foods Lab LLC	1,500.00	
56494	8/20/26	MEGAN LARISSA GOODING	140.00	
56495	8/20/26	Grainger	5,057.40	
56496	8/20/26	Grande Communications Network	3,679.72	
56497	8/20/26	Greentree Country Club	1,000.00	
56498	8/20/26	H E B	2,464.48	
56499	8/20/26	LORI RENEE HALTOM	379.94	
56500	8/20/26	Hardy Diagnostics	84.08	
56501	8/20/26	HCTRA - Violations	20.01	
56502	8/20/26	Herring Bank	1,201.90	
56503	8/20/26	Hobby Lobby Creative Center	538.94	
56504	8/20/26	Kyrra Ann Humphries	15.00	
56505	8/20/26	Hyland LLC	60,792.78	
56506	8/20/26	I-2-I Technologies, LC.	45,610.70	
56507	8/20/26	Intellicorp	322.90	
56508	8/20/26	J J Keller & Associates, Inc	496.58	
56509	8/20/26	JMJ Plumbing LLC	1,956.00	
56510	8/20/26	Joe's Climate Control	13,423.00	
56511	8/20/26	Johnstone Supply	146.95	
56512	8/20/26	Keeper Security Inc	2,738.00	
56513	8/20/26	KARISSA LOU KIENAST	164.13	
56514	8/20/26	Seohyun Kim	200.00	
56515	8/20/26	Alison King	2,748.63	
56516	8/20/26	Luken Koehn	200.00	

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56517	8/20/26	KWEL AM 1070 & FM 107.1	7,200.00	
56518	8/20/26	Lowe's Home Center Inc.	54.61	
56519	8/20/26	Anna Kate Luke	200.00	
56520	8/20/26	Gabreala Marshall	200.00	
56521	8/20/26	Cecilia Reann Martinez	29.00	
56522	8/20/26	Massage Warehouse	1,695.12	
56523	8/20/26	MatterHackers Inc	4,998.00	
56524	8/20/26	Midland Physical Therapy, Inc.	367.50	
56525	8/20/26	John Morris	1,600.00	
56526	8/20/26	Mr Key Locksmith	12.00	
56527	8/20/26	Angel Notter	200.00	
56528	8/20/26	NTTA	30.64	
56529	8/20/26	Officewise Furniture and Supply LLC	5,322.79	
56530	8/20/26	O'Reilly Auto Parts	9.99	
56531	8/20/26	Overhead Door Of Midland	926.90	
56532	8/20/26	Jayden Owsinski	200.00	
56533	8/20/26	P.W. Leopard Inc	3,227.50	
56534	8/20/26	Nathan Pelino	200.00	
56535	8/20/26	Pendergrass Promos Inc	2,603.72	
56536	8/20/26	Peopleready Inc	1,741.02	
56537	8/20/26	Katie Perales	580.00	
56538	8/20/26	Permian Basin Area Foundation	54.00	
56539	8/20/26	Favor Feranmi Peter	29.00	
56540	8/20/26	KHALINN ALEXANDER POOLE	666.68	
56541	8/20/26	RACHEL WRIGHT PRUCKA	285.87	
56542	8/20/26	R 2 G Safety LLC	810.00	
56543	8/20/26	SONDRA B RICHARDS	227.52	
56544	8/20/26	Robert Half	2,098.41	
56545	8/20/26	HECTOR J RODRIGUEZ II	660.06	
56546	8/20/26	BRADY KYLE ROPER	529.34	
56547	8/20/26	Sam's Club Direct	911.10	
56548	8/20/26	Secured Document Shredding,inc	58.71	
56549	8/20/26	Sherwin Williams	1,427.36	
56550	8/20/26	SHI Government Solutions,inc	2,690.12	
56551	8/20/26	Slate Group	543.03	
56552	8/20/26	Brandon Smith	200.00	
56553	8/20/26	Snap-On Industrial	4,313.61	
56554	8/20/26	Spalding Nichols Lamp Langlois	487.50	
56555	8/20/26	Superwash Coin Laundry	79.10	
56556	8/20/26	Sweepco	38,770.00	
56557	8/20/26	Texas Community College Consortium	31,974.00	
56558	8/20/26	Texas Multi-Chem Ltd.	28,009.00	
56559	8/20/26	The Burmax Company Inc	6,233.54	
56560	8/20/26	The HON Company, LLC	377.86	
56561	8/20/26	Amanda Thomas	200.00	
56562	8/20/26	Tutor.com Inc	19,704.00	
56563	8/20/26	TW Stagehands	600.00	
56564	8/20/26	UniFirst Corporation	2,264.95	

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56565	8/20/26	US Foodservice Inc	2,443.97	
56566	8/20/26	Vexus Fiber	27.44	
56567	8/20/26	Voyager Fleet Systems, Inc.	10,507.43	
56568	8/20/26	West Texas Business Services Inc	67.50	
56569	8/20/26	Whitley Penn LLP	41,500.00	
56570	8/20/26	Zogotech	44,894.00	
56571	8/27/26	A T & T	409.92	
56572	8/27/26	Randy Lynn Adams Jr	45.00	
56573	8/27/26	Amazon Capital Services Inc	2,292.10	
56574	8/27/26	American Heart Association Inc	2,132.58	
56575	8/27/26	Iasmine Sauza de Lima Araujo	90.00	
56576	8/27/26	Mia Jaslene Arreola	15.00	
56577	8/27/26	ARWA Inc	350.00	
56578	8/27/26	Asco	123,125.00	
56579	8/27/26	B & J Welding Supply LTD	1,595.25	
56580	8/27/26	Kaleb Jesus Baeza	45.00	
56581	8/27/26	Isabella Claire Baker	37.50	
56582	8/27/26	HOLLY KAY BARKER	160.00	
56583	8/27/26	Karen Barriga	45.00	
56584	8/27/26	Blackhawk Integrations	86,951.52	
56585	8/27/26	Blast Masters Inc	2,609.50	
56586	8/27/26	BSN Sports LLC	10,667.57	
56587	8/27/26	Canon Financial Services Inc	14,008.57	
56588	8/27/26	Carlos Casarez III	45.00	
56589	8/27/26	Cauble Printwear, LP dba Cauble Sportswear	1,553.45	
56590	8/27/26	City Of Midland	168.00	
56591	8/27/26	Coca Cola SW Beverages LLC	2,469.55	
56592	8/27/26	Brycen Luke Gauge Collier	25.00	
56593	8/27/26	Comfort Suites	289.44	
56594	8/27/26	Cutting Edge Advertising Inc	5,097.55	
56595	8/27/26	Debbie Bergen Promotional Prod	4,099.97	
56596	8/27/26	Ecoteam, LLC dba Boydston Pest Control	5,005.00	
56597	8/27/26	FISDAP	322.50	
56598	8/27/26	Fort Stockton Radio Co Inc	500.00	
56599	8/27/26	Freedoms Computer Cabling &	3,162.31	
56600	8/27/26	Frog Street Press, LLC	9,059.88	
56601	8/27/26	Gensler	91,737.42	
56602	8/27/26	Genuine Foods Lab LLC	5,138.64	
56603	8/27/26	Estevan Gomez	200.00	
56604	8/27/26	Grainger	482.59	
56605	8/27/26	JOSEPH ALEXANDER GRANADO	542.40	
56606	8/27/26	Angela Remijia Griego	45.00	
56607	8/27/26	H E B	210.97	
56608	8/27/26	CAYLIE MEAGAN HERRINGTON	5.66	
56609	8/27/26	Klarre Chinzia Hobbs	45.00	
56610	8/27/26	Hobby Lobby Creative Center	116.94	
56611	8/27/26	Deborah G Hunter	45.00	
56612	8/27/26	Osasumwen Favour Idahosa	45.00	

Midland College
Check Register
For the Month of August 2026

Check Number	Date	Paid to:	Amount	Voided
56613	8/27/26	InReach/ Accent Food Services	657.85	
56614	8/27/26	KMID, YOURBASIN.COM	5,465.00	
56615	8/27/26	Lakeshore Learning Materials LLC	19,372.20	
56616	8/27/26	Travis Ross Lawson	45.00	
56617	8/27/26	Learn	4,188.00	
56618	8/27/26	Leon, Alcala, Morse & Reynolds PLLC	180.00	
56619	8/27/26	Lowe's Home Center Inc.	219.48	
56620	8/27/26	Market Street	678.87	
56621	8/27/26	SHELBY L MARQUEZ	19.79	
56622	8/27/26	MCKesson Medical-Surgical	12,445.78	
56623	8/27/26	Midland Memorial Hospital	32.00	
56624	8/27/26	Midland Reporter Telegram	2,299.00	
56625	8/27/26	John Morris	5,355.00	
56626	8/27/26	National Healthcareer Assoc	10,200.00	
56627	8/27/26	NTTA	5.52	
56628	8/27/26	Office Depot Inc	51.40	
56629	8/27/26	Officewise Commercial Interiors LLC	99,990.83	
56630	8/27/26	Officewise Furniture and Supply LLC	881.46	
56631	8/27/26	O'Reilly Auto Parts	1,395.18	
56632	8/27/26	Pendergrass Promos Inc	5,132.71	
56633	8/27/26	Pocket Nurse Enterprises, Inc.	9,384.10	
56634	8/27/26	R 2 G Safety LLC	5,085.00	
56635	8/27/26	RedCap Staffing	5,791.98	
56636	8/27/26	Robert Half	780.31	
56637	8/27/26	Sam's Club Direct	209.88	
56638	8/27/26	Amy Schilderink	1,200.00	
56639	8/27/26	STEPHANIE ROSITA SHEDD	1,156.38	
56640	8/27/26	Slate Group	995.72	
56641	8/27/26	Snap-On Industrial	28,102.00	
56642	8/27/26	Southern Computer Warehouse Inc	12,362.60	
56643	8/27/26	Stewart & Stevenson LLC	275.51	
56644	8/27/26	Superwash Coin Laundry	147.15	
56645	8/27/26	The HON Company, LLC	6,321.81	
56646	8/27/26	UniFirst Corporation	342.55	
56647	8/27/26	Vandergriff Group Architects PC	328.50	
56648	8/27/26	CAROL BOTHWELL WILLIAMS	35.67	
56649	8/27/26	MORIAH RUTH WYCHE	280.92	
Total			3,297,178.55	