

**DUAL CREDIT MEMORANDUM OF UNDERSTANDING
MIDLAND COLLEGE & BUENA VISTA INDEPENDENT SCHOOL DISTRICT
2024/2025 Academic Year**

The purpose of this Dual Credit Memorandum of Understanding between Midland College (herein referred to as “the College”) and Buena Vista Independent School District (herein referred to as “the Dual Credit Partner”) is to outline how eligible students earn credit for college and high school courses by completing college curriculum. Dual credit enrollment utilizes education, training, and career exploration to enable students to build academic and technical skills, acquire industry credentials, enter a profession, and advance in higher education.

The Texas Higher Education Coordinating Board (THECB) establishes authority and rules¹ that apply to all public institutions of higher education in Texas governing memoranda of understanding between secondary schools and Texas public colleges. In keeping with these rules, the College and the Dual Credit Partner hereby agree to the following:

I. **Eligible Courses**

To be offered for dual credit, courses must meet the following requirements:

- a. The course must be a college-level academic course in the current edition of the [Lower Division Academic Course Guide Manual \(ACGM\)](#)² adopted by the Texas Higher Education Coordinating Board (THECB) or the course must be a college-level workforce education courses in the current edition of the [Workforce Education Course Manual \(WECM\)](#)³ adopted by THECB; and
- b. The course must be in the [Midland College Core Curriculum](#)⁴; or
- c. The course must be a career and technical education course; or
- d. The course must be a foreign language course;
- e. The course must be offered as part of an early college program that satisfies specific degree plan requirements leading to the completion of a THECB approved certificate, Associate of Arts, Associate of Science, Associate of Applied Science, Field of Study Curriculum (FOSC), or Program of Study Curriculum (POSC).

Additionally, to be offered for dual credit, the College course must be crosswalked against a high school course. Crosswalking of courses and revisions to such crosswalks will occur in an ongoing basis. Accordingly, the crosswalks identified in

¹ Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85

² <http://reports.thecb.state.tx.us/approot/acgm/acgmguide.htm>

³ <http://reports.thecb.state.tx.us/approot/wecm/pubreports.htm>

⁴ http://catalog.midland.edu/preview_program.php?catoid=18&pooid=2420

this document in Section XII and elsewhere are exemplary, not exhaustive.

II. **Student Eligibility**

To participate in dual credit, students must meet eligibility in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 54.85⁵](#).

III. **Location of Classes**

Subject to the availability of academic resources, dual credit courses may be taught on the College campus, on the Dual Credit Partner campus, or online.

IV. **Student Composition of Classes**

Courses may be composed of dual credit students only or a mix of dual credit and traditional college students.

V. **Faculty Selection, Supervision, and Evaluation**

The College shall select instructors of dual credit courses. These instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by the College to select faculty responsible for teaching courses at the main campus of the College.

The College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the College.

VI. **Course Curriculum, Instruction, and Grading**

The College shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to curriculum, materials, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

The College content experts will work with Dual Credit Partner content experts to crosswalk the course learning outcomes and to ensure the College course learning outcomes meet or exceed the corresponding course learning outcomes mandated by the Dual Credit Partner's accrediting entity.

⁵[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&t=19&pt=1&ch=4&rl=85](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&t=19&pt=1&ch=4&rl=85)

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

VII. **Academic Policies and Student Support Services**

In addition to the policies and standards of the Dual Credit Partner, Dual Credit students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's [Student Handbook](#).

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

- a. Dual Credit students have access to academic advising through the Dual Credit Service Center⁶.
- b. Dual Credit students have access to [accommodations for students with disabilities](#)⁷.
- c. Dual Credit students have access to learning supports such as:
 - i. [The Fasken Learning Resource Center \(LRC\)](#)⁸ and the digital learning and research materials it provides.
 - ii. [Online Tutoring through nettutor](#)⁹.
 - iii. Dual Credit Completion Coaches assigned to Dual Credit sections offered online.
- d. Dual Credit students have access to academic achievement programs (e.g., Honors Program).

A student enrolled in dual credit courses at an institution of higher education shall file a degree plan with the institution as prescribe by §4.344 of this chapter.

VIII. **Transcripting of Credit**

The College and Dual Credit Partner will transcribe grades immediately upon a student's completion of the dual credit course.

IX. **Funding**

State funding for dual credit courses will be available to both public school districts

⁶ dualcredit@midland.edu; (432) 681-6341

⁷ <https://www.midland.edu/services-resources/accommodation-services.php>

⁸ <https://www.midland.edu/services-resources/library/index.php>

⁹ <https://www.midland.edu/services-resources/labs-tutoring/dl-online-tutoring.php>

and colleges based on the current funding rules of the State Board of Education (TEC 42.005(g)) and THECB (TEC 61.059 (p) and (q)).

X. **Dual Credit Tuition and Fees**

The College has opted into the Financial Aid for Swift Transfer (FAST) Program beginning Fall 2024. As a participant in FAST, the College has capped dual credit tuition for all dual credit students at the FAST tuition rate.

Students may be eligible to have the cost of their dual credit tuition covered by the State. Students are eligible if they:

- a. Are enrolled in an eligible dual credit course as defined in TAC, Section 13.501, at a public school district or charter school (ie., eligible for Foundation School Program funding); and
- b. Are taking a course offered through an institutional agreement, as outline in TAC, Section 4.84, from an institution of higher education that has opted to participate in FAST; and
- c. Were qualified for free or reduced-price lunch in any of the four school years prior to the academic year in which they enroll in the dual credit course.

Unless eligible for reimbursement to the College by the State through Financial Aid for Swift Transfer (FAST) or otherwise covered by the Dual Credit Partner, parents/students are responsible for tuition, fees, textbooks, and any other materials associated with the dual credit course.

XI. **Alignment with Statewide Goals**

- a. Goal 1: *The College and the Dual Credit Partner will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.*
 - i. The College will be invited to participate in all information sessions that promote dual credit hosted by the Dual Credit Partner.
 - ii. The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
 - iii. The College and the Dual Credit Partner will collaborate in the promotion of dual credit programs through press releases, social media, and their respective web pages.
 - iv. The College and the Dual Credit Partner will consider the use of free or low-cost open educational resources.
- b. Goal 2: *Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.*

- i. The College will participate in ongoing data sharing with the Dual Credit Partner through the Midland College Student Success Dashboard.
 - ii. The College and the Dual Credit Partner will provide ongoing academic supports and interventions to facilitate the students successful transition to college.
- c. *Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.*
 - i. The College and the Dual Credit Partner will collaborate and coordinate providing a “new student orientation” for all dual credit students.
 - ii. The College advisors (Dual Credit Service Center/WRTTC) and Dual Credit Partner counselors will communicate and coordinate in the advising of dual credit students to ensure maximum transferability of courses and completion of programs.
- d. *Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.*
 - i. The College will provide professional development to Dual Credit Partner faculty who have been credentialed through the College (a/k/a “Embedded Faculty”) to teach dual credit courses.

XII. **Data Sharing**

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

As required by law, the College and the Dual Credit Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. code 552.001 et. Seq.) While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the dual credit 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 individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and the Dual Credit Partner shall maintain the confidentiality of any and 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 intended to supersede this agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this agreement, the College and the Dual Credit Partner shall establish a system of safeguards that shall, at a minimum, do the following:

- a. The College and the Dual Credit Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Dual Credit Partner.
- b. The College and the Dual Credit Partner employees, subcontractors, and agents involved in the handling, 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 the Dual Credit Partner shall develop and implement procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and the Dual Credit Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this agreement that ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal laws and Texas state laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this agreement.
- e. The College shall return to the Dual Credit Partner all data or any portions thereof requested by the Dual Credit Partner, or, at the Dual Credit Partner's election, the College shall destroy all or any part of the Dual Credit Partner's data that is within the possession or control of the College and shall, upon request of the Dual Credit Partner, provide certification of such destruction. The Dual Credit Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Dual Credit Partner shall destroy all or any part of the College's data that is within the possession or control of the Dual Credit Partner and shall, upon request by the College, provide certification of such destruction.
- f. The College shall obtain permission from the Dual Credit Partner prior to publications or disclosure of relevant data, or other uses not outlined in this

agreement. The Dual Credit Partner shall obtain permission from the College prior to publications or disclosure of relevant data or other uses not outlined in this agreement.


XIII. Defined Course Sequences

Please refer to the Midland College Website.

XIV. Costs Covered by the Dual Credit Partner

Buena Vista ISD covers the costs (tuition and course materials) of their dual credit students in advance. Students who are not successful in their dual credit courses may be subject to reimbursing BVISD for costs incurred not otherwise covered by FAST.

On Behalf of Midland College:



President, Midland College

On Behalf of Buena Vista ISD:



Superintendent, Buena Vista ISD

12 Sept 2024
Date

09.10.2024
Date