



Dual Credit Partnership Pilot Project Memorandum of Understanding Academic Years: 2020-2021 & 2021 -2022

This Memorandum of Understanding (MOU) is made by and between North Central Texas College ("NCTC") and Lewisville Independent School District ("District") to establish the expectations of the Parties for the Dual Credit Partnership Pilot Project as they offer college-level courses to eligible high school students from the following District schools: **Flower Mound, Lewisville Main, Lewisville Harmon, Lewisville Killough, and Marcus High Schools ("Designated Campus")**.

Philosophy

North Central Texas College offers collegiate level courses for simultaneous college and high school credit for eligible students in its college service area. NCTC promotes access to academic and workforce education courses while ensuring that the content of the courses and the expectations for student performance are truly of a collegiate nature. In areas of transcription, credit, application, or content, Dual-credit courses are not differentiated from other college-level courses.

I. Student Eligibility

- A. Designated Campus students who meet and maintain all academic and behavioral requirements and who are recommended by the Designated Campus principal/counselor ("Students") are eligible to enroll in any dual-credit course offered by the Parties pursuant to this MOU ("Course").
- B. Based on Texas Higher Education Coordinating Board (THECB) requirements, students are required to be assessed and college ready for reading, writing, and mathematics skills prior to enrollment in any Course.
- C. Home school and private school students are eligible to enroll under dual credit provisions. These students shall meet the same standards and eligibility requirements as public school students.
- D. Students are eligible to enroll in Workforce Education Courses if the Students demonstrate that they have achieved the eligibility requirements to begin and maintain enrollment.
- E. To be eligible for Courses, Students are required to have a minimum high school grade point average (GPA) equivalent of "C" or higher as certified by the Designated Campus principal or counselor. The District may set a higher standard if it so chooses.
- F. To remain eligible, Students must complete each Course with a minimum grade of "C".
 - a. Students fail to make a "C" or higher in each Course attempted, they will not be permitted to register for one long semester. These Students will be eligible to reenroll after a break of enrollment for one long semester and after gaining approval through their high school counselor. Summer I and Summer II constitute a long semester.
 - b. Specialty programs such as Cosmetology and Fire Programs require Students to maintain a minimum grade of 75% in all Courses related to those programs to continue the following semester.
- G. To be eligible for Courses, Students should exhibit the maturity and social behavior control necessary to be engaged in relevant Course content conversations. Students with prior disciplinary or attendance problems, as defined by The Texas Education Code, Section § 25.092, Minimum Attendance for Class Credit, are not eligible to enroll in college classes.

II. Admission Requirements

- A. Students must submit the following to NCTC for admission:
 - a. Application for admission
 - b. Current high school/college transcript
 - c. Official test scores
 - d. Dual Credit Registration Form
 - e. Bacterial Meningitis* for face to face courses at NCTC.

***Exceptions to Bacterial Meningitis Vaccination Requirement**

A Student is not required to submit evidence of receiving bacterial meningitis vaccination if a student meets any of the following criteria:

- a. Student is 22 years of age or older by the first day of the start of the semester
- b. Student is enrolled only in online or other distance education courses
- c. Student is enrolled in continuing education course that is less than 360 contact hours
- d. Student is enrolled in a dual credit course which is taught at a public or private facility not located on a higher education institution
- e. Student is incarcerated in a Texas prison

III. Dual Credit Loads

- A. Students may enroll in an institutional upper limit of 18 hours per long semester without appropriate approval according to NCTC's student handbook. A load of 12 hours per long semester should be considered advanced by most metrics for Students.
- B. Students are permitted to enroll in one Course each in a May-mester or Winter-mester. A May-mester course will count towards Spring enrollment and a Winter-mester course counts towards Fall enrollment.

IV. Student Responsibilities

General

- A. A Course is a college course in all respects. The curriculum and teaching methods are the same as used in other college courses. Students will be expected to conduct themselves as college students, and follow regular academic policies applicable to courses taught at NCTC's campuses. While taking Courses through NCTC, Students must adhere to all policies and regulations contained in the NCTC catalog, student handbook, and course syllabus.
- B. To prepare for Course assignments, all Students should expect to invest at least as much time out of class as in class reading and studying. Students should schedule more study time when they have an exam or when projects are due.
- C. High school courses may not address the same controversial issues or subject matter as a college course, so Students should be prepared to participate in adult/college level class discussions.
- D. The instructor is available to answer any questions Students may have. If Students have any concern about their performance in the Course or are not sure of an assignment, Students should speak with the instructor.
- E. Students should pay careful attention to the instructor's system for assigning grades. The instructor's grading system is covered in the course syllabus which is distributed at the beginning of each Course.
- F. Students should not expect to repeat work in order to improve a grade.
- G. Students should not expect to do extra work to bring up a low grade.
- H. Students should not expect to receive extra credit for attendance.
- I. High school extra-curricular activities may conflict with Courses. Students are responsible for all materials related to the Course whether or not they are in class the day the information is given or the assignment is made. Students will need to talk to their instructors to make arrangements for receiving handouts, classroom information, and lecture notes, or turning in work. Students should seriously discuss priorities with their parents or guardians before and during enrollment in a Course.

Attendance

- A. Students are expected to attend class. Students must follow the instructor's attendance policy as outlined in the course syllabus. If Students will be out of class for an official school function, the Designated Campus must notify the instructor prior to the absence. Students must also notify the instructor prior to the absence and should be aware that approval of make-up work is at the instructor's discretion.
- B. Generally speaking, colleges do not distinguish between an excused or unexcused absence. An absence is defined as "a student not being in class."
- C. Missing more than one week of class will negatively affect a Student's grade. Instructors reserve the right to withdraw Students from Courses for excessive absences. Students should be aware of the instructor's policy as stated in the course syllabus.
- D. Students who miss more than one week of class due to high school suspension, assignment to alternative education, and/or expulsion may be withdrawn from the Course.

Withdraw Policies

- A. If a Student wishes to withdraw from a Course, he or she must first discuss the matter with his or her high school counselor.
- B. Students are exempt from Texas Education Code § 51.907 that limits the number of withdrawals of college students to 6 total courses during their undergraduate career.
- C. Students wishing to withdraw shall submit an official withdrawal form to the NCTC Admission/Registrar's office by the published deadline.

Transcripts and Grades

- A. Students taking Courses on the NCTC campus or online are responsible for requesting an official transcript from NCTC to be sent to their Designated Campus in order to ensure accuracy of transcript grade and high school grade.
- B. NCTC is responsible for maintaining a Student's college transcript. All Courses will be identified on the college transcript as college-level course.
- C. The District is responsible for maintaining the Student's high school transcript.
- D. If Students wish to appeal a grade, they must follow the NCTC grade appeal/change of grade policy as published in the current NCTC student handbook.

Costs

- A. Students enrolling in academic Courses must pay a tuition rate of \$55 per credit hour. This rate includes any necessary Course fees, unless otherwise stated herein. While the parties desire to enroll 500+ students in Courses each semester, there shall be no ramifications to either party for failure to meet that goal. The tuition rate of \$55 per credit hour shall not be increased based on the number of enrolled students.
- B. Students registering in CTE or specialized programs such as Cosmetology and Firefighter may be required to pay additional fees and/or equipment costs.
- C. Failing to make payment may result in Course being dropped and additional fees assessed to Students for reinstatement. Students are not guaranteed reinstatement.
- D. Students are responsible for purchasing their own textbooks and other required Course materials.
- E. Students who qualify for Free or Reduced Lunch Program at a Designated Campus and are enrolled in an NCTC CTE Course, may be eligible for tuition waivers at NCTC for up to nine (9) credit hours per semester (Fall, Spring, Summer) in CTE and Academic Courses. Written verification will be required each school year.
- F. Any Student, including those who qualify for Free and Reduced Lunch tuition waiver, exceeding the initial 27 semester credit hours in a year will be subject to the agreed upon District tuition rates of \$55 per credit hour.

V. Provision of NCTC Services

Faculty

- A. "Embedded Instructors" are full-time high school teachers employed by NCTC to develop and/or teach Courses during regular high school hours. During the Course time at a Designated Campus, Embedded Instructors are under the supervision of NCTC and will follow procedures of NCTC, including but not limited to procedures related to syllabus, curriculum, college required contact hours, complying with the Family Educational Rights and Privacy Act (FERPA), certifying rosters, and inputting numeric and letter midterm and final grades.
- B. To become an Embedded Instructor, candidates shall submit employment applications and official transcripts to NCTC instructional deans prior to employment. All candidates must be interviewed by NCTC staff before consideration is given to allow them to teach any Course.
- C. The District shall endeavor to assist in identifying teachers to acquire the appropriate credentials to become Embedded Instructors with NCTC and teach Courses at the Designated Campuses.
- D. All Embedded Instructors shall be evaluated regularly by NCTC for instructional quality. Poorly performing Embedded Instructors shall be removed from teaching Courses within the District, and NCTC will timely replace these instructors with qualified Embedded Instructors.
- E. Embedded Instructors will meet the minimum requirements specified by the Commission on Colleges of the Southern Association of Colleges and Schools (SACS).

- F. It is the policy and practice at NCTC to ensure that all faculty possess the appropriate academic preparation, training, and experience to teach in a community college setting. All faculty at NCTC, including Embedded Instructors, will meet or exceed the minimum credentialing requirements of accrediting bodies and state agencies. This policy applies to all full-time and adjunct faculty on all campuses, including each Designated Campus, and in all learning environments, including but not limited to on-line, face-to-face, and off-campus.
 - a. If questions arise in areas of credentialing, please consult NCTC's Provost for clarification. The District may want to contact NCTC for clarification on qualifications prior to making offers to District faculty members to determine if the District faculty member meets SACS credentialing standards.
 - b. The Embedded Instructor load at each Designated Campus is determined by the District.
- G. Embedded Instructors shall be paid by NCTC at the NCTC faculty rate and are expected to meet the same work requirements as those of all NCTC adjunct faculty. Full-time faculty members employed by the District who teach a Course under this MOU inside their regular duty hours with the District ("District Instructors") will not be paid by NCTC.

Support Staff

- A. NCTC will provide one Liaison at each Designated Campus to assist with enrollment. A Liaison will:
 - a. Maintain webpages for each Designated Campus with information related to NCTC Dual Credit processes,
 - b. Schedule parent/student information sessions,
 - c. If appropriate, communicate via email, telephone, and social media with parents and students,
 - d. Schedule/assist students with Apply Texas Application Days,
 - e. Attend scheduled Liaison meetings for the Fall and Spring semesters,
 - f. Assist the District's testing coordinator in scheduling and administering the TSI assessment,
 - g. Maintain activity logs/calendar of all events for review of NCTC Administration and SACS,
 - h. Work with NCTC Dual Credit Coordinator to ensure Students are ready to register by gathering all essential documents, and
 - i. Work with NCTC Director of Dual Credit to schedule Course offerings for each upcoming semester/year.
- B. NCTC will provide a dedicated Dual Credit Coordinator for campus support to assist Liaisons at each Designated Campus in offering parent/student information sessions regarding requirements for eligibility, enrollment, registration, payment deadlines, and information about NCTC. The District will provide an office or work station with printing access for the Dual Credit Coordinator at each Designated Campus for regularly scheduled office hours.
- C. Liaisons and Dual Credit Coordinators shall be employed and paid by NCTC.

Student Access and Services

- D. NCTC will provide Students full access to NCTC libraries and electronic data bases at the same levels as all students.
- E. Upon request, NCTC will provide tutorial assistance on the college campus or online academic advising and counseling.

Communication

- A. NCTC will notify the District in a timely manner if enrollment does not meet the minimum enrollment consideration of fifteen (15) Students per Course in order to allow time for alternative scheduling arrangements.
- B. NCTC will communicate midterm grades each semester for Students to the District.
- C. Faculty will comply with midterm progress report schedule and report progress with a numeric grade.
- D. At the end of each semester, NCTC Dual Credit Department will submit a final grade report to the District. This report will include both numeric and letter grade for Students.
- E. NCTC and the District acknowledge that both NCTC and the District are subject to FERPA, which federal law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records.
 - a. The Parties agree that both NCTC and the District are "school officials" under FERPA and have a legitimate educational interest in personally identifiable information from education records because both parties:
 - i. perform an institutional service or function for which the other party would otherwise use employees;

- ii. are under the direct control of the other party with respect to the use and maintenance of education records; and
 - iii. are subject to the requirement of FERPA § 99.33(a) that the personally identifiable information from education records may be used only for the purposes for which the disclosure was made, and
 - iv. meet the criteria specified in both parties' annual notification of FERPA rights for being a school official with a legitimate educational interest in the education records.
- b. Both the District and NCTC may receive information in student education records protected by FERPA in compliance with the requirements and exceptions outlined in FERPA. The Parties expect and anticipate that each party may receive personally identifiable information in education records only as an incident of service or training that the District or NCTC provide to the other party pursuant to this MOU. If such information is received by the District or NCTC, both parties acknowledge that they must comply with FERPA and any other applicable law to safeguard student information. Neither the District nor NCTC may disclose any information to a third party without prior written consent from the parent or Student, unless required by law. Both the District and NCTC must destroy any information received from the other party when no longer needed for the purposes listed in this MOU, unless otherwise required by law.
- F. NCTC will collaborate with the District on outreach campaigns regarding Dual Credit programs, with a possible future goal to increase CTE Course offerings.
- G. The District and NCTC agree to discuss and consider the possibility of creating a collegiate academy, sourced by NCTC, for Students from Designated Campuses.

Location and Student Composition of Courses

- A. Courses may be taught on Designated Campuses, NCTC campus, another mutually agreed upon location, or online.
- B. It is the Students' responsibility to provide their transportation to the location where classes are being held.
- C. Courses taught at each Designated Campus must have a minimum enrollment of fifteen (15) Students, unless otherwise agreed to by the Parties.

Eligible Courses and Course Materials

- A. Any offered Courses must be identified by NCTC as core academic courses, field of study, or foreign language course, or Workforce Education course leading to a workforce certificate program.
- B. All Course instruction and materials, including NCTC-approved textbooks, must be identical to that used for the same courses taught on NCTC campuses.
- C. NCTC will avoid electronic access codes whenever possible and instead utilize Other Educational Resources (OER) when possible for Courses. Should an OER not be available, NCTC commits to a 2-year agreement for textbooks.

Funding

- A. NCTC will pay the District a flat rate of \$1,600.00 per semester, per Course section, regardless of enrollment.
- B. As determined in its sole discretion, the District may apply the money received from NCTC to cover dual credit operating costs. Possible uses for money included but are not limited to textbooks, technology, TSI testing, stipend for District Instructors, possible District dual credit FTE to help with credit registration, and other Campus needs specifically related to dual credit.

University Interscholastic League (UIL) Eligibility

- A. NCTC assumes no responsibility for loss of eligibility for high school students enrolled under this program to participate.

VI. Other Provisions

- A. The District will:
 - a. Appoint a liaison officer who is responsible for facilities, supplies, support of faculty, and communications for Courses taught onsite at each Designated Campus.

- b. Provide an atmosphere which promotes a collegiate environment for classes. This includes, to the extent practicable, adequate classroom facilities, limited disruptions for announcements, pep rallies, and other high school related activities, and support in Students' Course attendance.
 - c. Certify that each offered Course meets the Texas Essential Knowledge and Skills (TEKS) requirements of a high school course for graduation, as specified by the Texas Education Agency.
 - d. Submit a list of the approved crosswalk of courses and high school equivalent/credit for the current school year. For science laboratory courses, an additional addendum regarding laboratory facilities, materials, resources, and laboratory fees must be included.
- B. Courses will follow the NCTC academic calendar. If the District's calendar is different from that of NCTC, the District will ensure other arrangements are made for the scheduled Course.
 - C. The term of this MOU shall begin at the start of the 2020-2021 school year and terminate without any further action or notice by either Party at the end of the 2021-2022 school year.
 - D. This MOU may be extended or amended at any time by written agreement of the Parties.
 - E. NCTC (including, but not limited to, its instructors, staff, agents, representatives, and employees) is an independent contractor for all purposes and is in no sense a legal or implied agent or employee of the District, and has no authority whatsoever to bind the District. No acts or assistance given by the District to NCTC will be construed to alter this relationship.
 - F. Either Party may terminate the Agreement without cause and without liability by providing thirty (30) days written notice to the other Party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the Parties. Should NCTC desire to terminate once any Course has already commenced, such termination may only occur after any currently offered Course concludes, unless the District, in its sole discretion, expressly permits an earlier termination date. Notwithstanding anything stated herein to the contrary, if a Party to this MOU fails to comply with any part of this MOU, the other Party shall provide written notice of such noncompliance to the noncompliant Party as soon as possible. The noncompliant Party shall have thirty (30) calendar days after receipt of such notice to cure any noncompliance to the other Party's reasonable satisfaction. If the failure to comply is not cured within thirty (30) calendar days, this MOU may be terminated immediately upon written notice from either Party. Failure to issue notification of noncompliance of any provision in this MOU shall not constitute waiver of that provision or of any right to terminate this MOU for noncompliance of any provision of this MOU. In the event of termination, the District shall have no obligation to return any funds received by NCTC. NCTC shall refund Students for any Courses for which Students have paid, but have not yet commenced.
 - G. This MOU is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The Parties hereto expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability that the District and NCTC have by operation of law. Nothing in this MOU shall be construed as consent to suit by the District or NCTC.
 - H. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties agree that mandatory and exclusive venue of any dispute between the parties to this MOU shall be in Denton County, Texas.

Signed:



Dr. Brent Wallace
Chancellor
North Central Texas College

5 / 15 / 2020

Date



Dr. Kevin Rogers
Superintendent
Lewisville ISD

Date