

Courses may be delivered utilizing the method mutually determined by TSTC and the High School Partner:

(1) delivered at the high school campus utilizing a certified high school teacher credentialed and employed as a TSTC Dual Enrollment Adjunct Instructor meeting the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria; (2) delivered at the high school campus utilizing a TSTC Instructor; (3) delivered on the TSTC campus utilizing TSTC Instructors; (4) delivered online utilizing a TSTC Instructor. (5) delivered online utilizing a TSTC Dual Enrollment Adjunct Instructor.

Dual enrollment classes not taught on a TSTC campus or during regular class hours may include but are not limited to:

- Online Learning courses: dual credit students participating in classes delivered online by the college are not required to be present on-site to access such instruction. Online classes are accessible at anytime from anywhere a student has a computer and internet access.
- Special technical programs approved to run outside the designated block time
- Courses taught at high school, face-to-face.

ELIGIBLE COURSES

Courses offered by the College for dual credit are developed based on the guidelines published in the Academic Course Guide Manual (ACGM) or the Workforce Education Course Manual (WECM) adopted by the Texas Education Coordinating Board (THECB) and must be in the approved course inventory of the College and approved for dual credit by the applicable instructional department and College Dual Enrollment Office. Remedial or continuing education courses will not be offered for dual credit. TSTC technical dual enrollment pathway courses are designed for students to matriculate to TSTC upon high school graduation for program completion. TSTC courses may also transfer to other institutions.

- a) Each dual enrollment class will be offered based on High School Partner request and will require a minimum of 10 officially enrolled TSTC Dual Enrollment students. Additionally, staffing and facility availability will determine course offering.
 - b) The number of courses in a dual credit technical program pathway offered at a High School Partner off-site location/campus will be monitored and approved on a term by term basis by the TSTC Dual Enrollment Office. TSTC must seek approval from SACSCOC to offer 50% or more credits toward an award at an off-site location before implementation, including but not limited to Early College High School and Dual Enrollment programs offered at a high school (**Substantive Change for SACSCOC Accredited Institutions, Policy Statement**).
- High School Partners wishing to add dual credit course offerings in a technical program pathway must submit a request in writing to the Dual Enrollment Office no later than August 1, 2018, for Academic Year 2019-2020 implementation.
 - High School Partners wishing to add new dual credit technical program pathways to an existing or new off-site high school location must submit their request in writing to the Dual Enrollment Office no later than May 31, 2018, for Academic Year 2019-2020 implementation.

FACULTY QUALIFICATION, SELECTION, HIRING, SUPERVISION, AND EVALUATION

The College has established an approval process for selecting and/or approving qualified faculty to teach dual credit courses. Faculty applying to teach in the Dual Enrollment Program must meet the credential requirements as stated in the College's ***Statewide Operating Standard ES.1.11, Faculty Credentials*** (<http://www.tstc.edu/governance/es>), which includes the criteria used by the College to determine teaching eligibility. Applicants are required to submit all required documents for the hiring process (including a **completed employment application, curriculum vitae (CV) or resume and transcript copies**) to the Human Resources Department.

The College will ensure that College Faculty requested to teach dual credit courses at the High School Partner sites have met acceptable national criminal background checks, including fingerprinting.

Each approved Dual Enrollment Adjunct Instructor member will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures, in accordance to the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

The College and the High School Partner will work collaboratively and timely share any and all information necessary in the event of an investigation of a personnel matter.

TSTC Dual Enrollment Adjunct instructors will receive stipend pay according to the number of courses instructed and course start and end dates. The 2018-2019 stipend guideline:

Dual Enrollment Adjunct Stipend	\$750 1-2 courses	\$1,250 3-4 courses	\$1,500 5+ courses
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High School Partner & Dual Enrollment Adjunct Instructor Expectations:

- a) Dual Enrollment Adjunct Instructors will follow current college procedures to ensure students attending/participating in the course are officially listed on the roster.
- b) Dual Enrollment Adjunct Instructors will submit required reporting documents (such as, submission of mid-term, final grades and validation of rosters). Faculty will participate in annual training as required by the College.
- c) The High School Partner will allow release time from high school duties for Dual Enrollment Adjunct Faculty to attend faculty training required by the College.
- d) In order to ensure instructional needs are met, the High School Partner will notify the College's Dual Enrollment staff of any Dual Enrollment Adjunct Instructor personnel changes sixty (60) days prior to the first day of the dual credit section.

FACILITIES, TEACHING ENVIRONMENT, ENROLLMENT

a) **Facilities**

The High School Partner will work with the College to ensure that the High School Partner's facilities meet the expectations and criteria required for college classes, and are appropriate for college-level instruction that include the following:

- 1) High School Partner will ensure that College faculty and dual credit students have appropriate access to all available instructional resources and essential technology;
- 2) High School Partner shall permit access to the College's electronic learning resources when the course is taught at the High School Partner; and
- 3) High School Partner offering courses shall meet the laboratory safety standards and have material/equipment that comply with College program requirements.

b) **Teaching Environment**

The High School Partner will ensure that the classroom environment is conducive to college-level learning by:

- 1) Designating a classroom and lab space as required for dual credit courses taught face-to-face at the high school.

c) **Enrollment**

The High School Partner will designate at least one person responsible for:

- 1) coordinating and tracking submission of all required documents for admissions and registration.
- 2) adhering to all established College deadlines, policies & procedures including but not limited to schedule changes including, additions, drops, and withdrawals and
- 3) working in collaboration with TSTC's dual enrollment team for all issues regarding dual enrollment, such as admissions, advisement, registration, grading, reporting and programming improvements.
- 4) The High School Partner's designated contact is required to attend TSTC's Dual Enrollment Administrator Training on an annual basis.

COURSE CURRICULUM, INSTRUCTION, AND GRADING

High School Partners that participate in the Dual Enrollment Program at Texas State Technical College will comply with procedures and guidelines established by the College:

a) **Academic Instructional Calendar**

Dual Credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the High School Partner.

b) **Monitoring Instruction**

High School Partners will work with the College so that College personnel will have the opportunity to monitor the quality of instruction in compliance with the College course syllabus and the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and the High School Partner. TSTC designated supervisors must conduct an adjunct faculty evaluation. The evaluation & training shall include, but not be limited to:

- A coordinated classroom site visit by TSTC College Faculty and Dual Enrollment staff.
- A TSTC end-of-semester course and instructor evaluation completed by students.
- A mandatory yearly instructor orientation/training session for all adjunct instructors.

c) **Books and Supplemental Materials**

The High School Partner, or student will be responsible for obtaining the required editions of required textbooks and supplies **on or before the first day of the college class**. All textbooks and/or supplemental materials, software, computer specifications, applicable insurance coverage, uniforms, associated travel expenses related to program competitions/events (e.g., Skills USA), chaperone expenses, etc., will be the responsibility of the High School Partner. Textbooks, materials, and supplies are available for purchase through the TSTC Bookstore at http://www.tstc.edu/student_life/bookstore.

d) **Grading Procedures**

All Dual Credit Faculty will follow the College Grading System as stated in the College's **Statewide Operating Standard ES.4.06, Grading System** (<http://www.tstc.edu/governance/es>) as well as the grading criteria in the department-approved syllabus. A student must earn a grade of C or better in a WECM course to pass.

e) **Student Learning Support Services**

All TSTC Dual Credit Students have access to the TSTC Learning Resource Center, (http://tstc.edu/student_life/learningresource) and learning support services.

f) **Student Grievances/Complaints**

Procedures for handling student grievances or complaints, as it relates to the college course or customer service, are applicable to all students including those enrolled in dual credit courses. Dual credit students with grievances or complaints shall follow the procedures as stated in the College's **Statewide Operating Standard ES.3.24, Student Grievances & Complaints** (<http://www.tstc.edu/governance/es>) as published in the College Student Handbook.

STUDENT ELIGIBILITY

The College requires High School Partner partners to follow all College enrollment procedures and guidelines for dual credit students. All students must meet dual enrollment admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85, and as stated in the College's **Statewide Operating Standard ES.4.07, Admission of Students** (<http://www.tstc.edu/governance/es>).

COMPOSITION OF CLASS

Dual credit courses may be composed of dual credit students only or of dual and college credit students as defined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

- 1) If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- 2) If the high school credit-only students are College Board Advanced Placement students.
- 3) If the course is a career and technology/college workforce education course and the high

school credit-only students are earning articulated college credits.

CAMPUS ACTIVITY & TRANSPORTATION

TSTC assumes no obligation or responsibility for the transportation of students to or from the TSTC Campus or training facilities. Students that have a free period while on TSTC campus will not be monitored and the High School Partner holds TSTC harmless for any death, personal injury, property damage, and /or campus disruption caused by High School Partner personnel or their students. TSTC is not responsible for High School Partner's students who leave TSTC grounds.

STUDENT RIGHTS & RESPONSIBILITIES

Dual credit students must abide by the Code of Student Conduct outlined in the current TSTC College Catalog & Student Handbook. Dual enrollment students will be dismissed for disruptive behavior and referred to their high school principal or designee for disciplinary action. Dual enrollments students attending classes on a TSTC campus will be treated as college students and are responsible for knowing all rules and regulations of the College. Student Conduct violations will be handled through the Code of Student Conduct, ***Statewide Operating Standard ES 3.23, Student Rights and Responsibilities*** (<http://www.tstc.edu/governance/es>).

STUDENT SUPPORT SERVICES

The College and the High School Partner will adhere to Section 504 of the Americans with Disabilities Act Amendments Act (ADAAA). Students in dual enrollment courses will have access to the same or comparable support services that are afforded College students on the main campus. TSTC is responsible for ensuring timely and efficient access to the Humana Student Assistance Program. Services such as these may require a signed student and/or parent consent form to receive services.

TSTC will adhere to and comply with current TSTC policies, procedures, federal, state, and local laws that govern the College for individuals and/or students with disabilities that require accommodations.

The High School Partner agrees that in classes for which college credit is awarded, accommodations will need to meet standards under the ADAAA and Section 504 subpart E, and will adhere to TSTC's current policies and procedures for determining reasonable accommodations and grievances. Service coordination and costs of required accommodations will be afforded through a collaborative effort.

The High School Partner agrees that classes in which high school credit is awarded, the ADAAA and Section 504 subpart D, accommodations will be the responsibility of the high school partner. If an accommodation fundamentally alters the course, college credit will not be awarded.

Building and information technology access will be the responsibility of the owner/provider of that infrastructure, including access to web-based curriculum materials.

Students with disabilities who require accommodations will be required to self-disclose with the TSTC Disability Services Office.

It is the responsibility of dual enrollment students, and their parents/legal guardians or sponsoring agents to provide students health and accident insurance and hold TSTC harmless and to waive any claims, past, current or future, they may have for any death, personal injury, property damage, or

accidents involving students or visitors while on the TSTC campus or off-campus instructional site locations.

TRANSCRIPTION OF CREDIT

A college grade shall be transcribed upon completion of the semester for the courses in which they are officially enrolled and will adhere to the current grading policy. The High School Partner agrees to evaluate the learner's objectives to be achieved by students completing TSTC's dual credit college courses and to transcribe credit on the student's high school transcript accordingly.

FINANCE AND FUNDING

a) Tuition & Fees

Dual enrollment courses are offered at a reduced tuition waiver & fee rate of \$33.00 per credit hour. Refunds will follow **Statewide Operating Standard FA 1.9, Refund of Tuition and Fees** (<http://www.tstc.edu/governance/fa>). Dual enrollment student eligibility and enrollment requirements must be met for the tuition waiver to apply.

b) Invoicing

TSTC will invoice the High School Partner for all applicable tuition and fee charges under the sponsorship billing process. Invoicing will start after the refund period ends. Student registration for subsequent academic terms will not be completed until payment is received. The High School Partner will assign a designated billing contact to work with TSTC's Student Accounting Office.

FERPA

Parties agree to maintain the records for all students by all applicable federal, state, and local laws. For the purposes of this agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TSTC hereby designates the High School Partner as a school official with legitimate education interests in the educational records of the students who participate in the dual enrollment program to the extent that access to the records are required by the High School Partner to carry out the functions of the program. Parties agree to maintain the confidentiality of the students' educational records in accordance with the provisions of FERPA. The parties shall not release educational records to any third party without written consent by the affected student.

MEMORANDUM OF UNDERSTANDING (MOU)

Any change to the terms of this MOU must be presented in written form and agreed upon by both TSTC and the High School Partner at least thirty (30) days before any term or provision may be changed.

TEXAS PUBLIC INFORMATION ACT

Notwithstanding any provisions of this Agreement to the contrary, the High School Partner understands that TSTC will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TSTC will notify High School Partner of receipt of a request for information related to this Agreement. High School Partner will cooperate with TSTC in the production of documents responsive to the request.

High School Partner may request that TSTC seek an opinion from the Attorney General of the State of Texas, however, TSTC will not honor High School Partner's request for an opinion if the request is not

based upon a reasonable interpretation of the Texas Public Information Act. Additionally, High School Partner will notify TSTC Office of General Counsel of any third party requests for information that was provided by the State of Texas for use in conducting this Agreement. This Agreement and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Agreement may be subject to the Texas Public Information Act. High School Partner is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted, from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. High School Partner agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

EFFECTIVE DATE & TERM

The effective date of this Agreement is **August 1, 2018**. This agreement shall continue for one (1) year after the effective date.

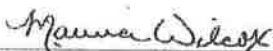
SIGNATURES

The persons signing this MOU represent, each to the other, that they are authorized to sign for and bind their respective institutions.

Texas State Technical College

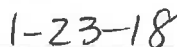
300 Homer K Taylor Dr.
Sweetwater, Texas 79556

By:



Marina Wilcox
Vice President, Dual Enrollment

Date:



Gorman ISD

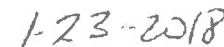
P.O. Box 8
Gorman, Texas 76454

By:



Mike Winter
Superintendent, Gorman ISD

Date:



PATHWAY OFFERING FORM



In the spaces below, please indicate the pathways Gorman High School proposes to offer for the 2018-2019 Academic Year. If you have an estimated number of students you believe will enroll, please indicate that was well. If you are uncertain, leave this portion of the form blank. The pathway proposal will initiate the development of an annual Memorandum of Understanding but does not substitute as an agreement.

High School Information:

ISD/Texas Home School/ Other Entity:	Gorman ISD	HS Title:	Gorman High School
HS Principal Or Designee Name:	Vanessa Oakley	CEEB CODE:	442900

Dual Enrollment Contact (HS Counselor or CTE Administrator or Designee):

Contact Name:	Susie Hampton	High School:	Gorman High School
Phone Number:	254-734-3174	Email Address:	hampton@gormanisd.net

Pathway Offering Information (add additional rows as needed):

Pathway	Program Major Code	Physical Address for Instruction (or TSTC Campus or Online)	Estimated Enrollment #
Digital Media Design	DCP.DMD.AAS	Online	5
<i>BUSINESS</i>	DCP.BMT.CEPZ	Online	
<i>Accounting</i>	DCP.BMT.CEPZ	↓	
<i>CAD</i>	DCP.CAD.AAS	↓	
<i>Cybersecurity</i>	DCP.CYS.CEPZ	↓	
<i>Medical Office</i>	DCP.HIT.MOS.CEPZ	↓	

Approvals:

HS Dual Enrollment Contact Print Name:	Susie Hampton	Signature:	<i>Susie Hampton</i>	Date:	11/28/17
High School Principal or Designee:	Vanessa Oakley	Signature:	<i>Vanessa Oakley</i>	Date:	11-29-17
TSTC Dual Enrollment Advisor/Manager:	Amy Freeman	Signature:	<i>Amy Freeman</i>	Date:	12/1/17

Assignment Information

Name Written Assignment #1

Instructions **Assignment One**

Total Points Assignment 1 (5 pts).

Due September 25

This assignment should be turned in individually.

Read the following three appendixes in the text:

How to Find and Read a Court Case, p. 415
Glossary of Legal Terminology, p. 418
Reference Resources, p.424

Read *US vs. Texas (circa 1970)* and submit a written report.

The brief should be no more than five double-spaced pages in length and should contain the following:

1. Begin with the name and citation of the cases.
2. In the original case, who were the parties involved (i.e., who was the plaintiff and who was the defendant)?
3. The date and place the case was adjudicated. Was the case decided by a trial court or an appellate court? (Hint: US Supreme court)
4. What was the original complaint (i.e., discrimination, right of privacy, right to free speech, etc.)?
5. What were the facts that led to the complaint?
6. What was the trial court's decision? (i.e., who won?).
7. What are the legal questions/issues that are being raised on appeal?
8. What is the present court's decision and rationale for each issue?
9. Was there a dissenting opinion? Who gave it? What was the reason for it?
10. What are the educational implications of each issue?
11. Your personal view and comment on the case.

Submit this assignment individually through Blackboard by September 25.

