

**MEMORANDUM OF UNDERSTANDING
BETWEEN DEL MAR COLLEGE AND ROBSTOWN ISD
EARLY COLLEGE HIGH SCHOOL**

Del Mar College (DMC) and Robstown Independent School District (RISD) enter into this Memorandum of Understanding (collectively hereinafter "Agreement") concerning the concurrent enrollment of students at a RISD Early College High School (ECHS) and DMC. ECHSs provide the outreach, curricula, and student learning and support programs that enable the participating student to combine high school courses and college-level courses during grades 9-12 and to earn a high school diploma and earn up to 60 semester credit hours toward an associate or baccalaureate degree by the fifth anniversary of the student's first day of high school.

This Agreement defines the roles, responsibilities, and expectations of DMC and RISD's ECHS program beginning in the 2017-2018 academic year.

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of mutual benefits, the parties to the agreement, RISD and DMC, agree as follows:

I. ELIGIBLE COURSES

- A. Courses offered by the College for dual credit are developed based on the guidelines published in the Academic Course Guide Manual (ACGM)
- B. DMC does not offer remedial and developmental courses for dual credit.

II. STUDENT ELIGIBILITY

DMC requires RISD's ECHS students to follow the College's enrollment procedures, guidelines, deadlines, and regular prerequisite requirements designated for that course (e.g. minimum scores on a specified placement test, minimum grade in a specified previous course, etc.). The Provost and Vice President for Academic Affairs at DMC and the RISD high school principal must approve the application. Further:

- A. Students participating in an ECHS must meet eligibility requirements governing dual credit in accordance with §4.81-4.85 of the Texas Administrative Code's rules relating to Dual Credit Partnerships between Secondary Schools and Texas Public Colleges.
 - 1. A RISD ECHS student is eligible to enroll in academic dual credit courses if the student:
 - a. demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in §4.57 of the Texas Administrative Code (relating to College Ready and Adult Basic Education (ABE) Standards) on relevant section(s) of an assessment instrument approved by the Board as set forth in §4.56 of this title (relating to Assessment Instrument); or
 - b. demonstrates that he or she is exempt under the provisions of the Texas Success Initiative as set forth §4.54 of the Texas Administrative Code (relating to Exemptions, Exceptions, and Waivers).
 - 2. A RISD ECHS student is also eligible to enroll in academic dual credit courses that require demonstration of TSI college readiness in reading, writing, and/or mathematics under the following conditions:
 - a. Courses that require demonstration of TSI college readiness in reading and/or writing:
 - i. if the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II State of Texas Assessment of Academic Readiness End of Course (STAAR EOC); or
 - ii. if the student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test; or
 - iii. if the student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.
 - b. Courses that require demonstration of TSI readiness in mathematics:
 - i. if the student achieves a Level 2 final recommended score, as defined by

- TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or
 - ii. if the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or
 - iii. if the student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test; or
 - iv. if the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.
- B. **RISD's ECHS** shall assess each student for college readiness to engage in any college-level curriculum offered for college credit prior to the student's enrollment in such curriculum.
- C. For this assessment, **RISD's ECHS** may use any instrument otherwise approved by the Board for Texas Success Initiative purposes in accordance with §4.54 (relating to Exemptions, Exceptions, and Waivers), §4.56 (relating to Assessment Instrument), and §4.57 (relating to College Ready and Adult Basic Education (ABE) Standards) of the Texas Administrative Code.
- D. After assessment, **RISD's ECHS**, using guidelines established by **DMC** shall determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.
- E. **DMC** may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.
- F. **DMC** is not required, under the provisions of this section, to offer dual credit courses for high school students.

If a **RISD's ECHS** enrolls non-dual credit high school students in a Dual Credit course, the **ECHS** must submit a Course Exception Report Memorandum to the College by Census Day. The report will include the name of the students, student ID numbers, the applicable exception and justification. **RISD's ECHS** will send a notification to the students that they have been enrolled in the class for high school credit only and will not receive college credit.

III. LOCATION OF CLASS

Dual credit courses may be taught at the following locations with the following provisions:

- A. **RISD's ECHS** campus: **RISD's ECHS** will work with **DMC** to ensure that the high school's facilities meet the expectations and criteria required for College classes, and are appropriate for College-level instruction which include the following:
- 1. ensure that College faculty and dual credit students have appropriate access to available instructional resources and essential technology;
 - 2. permit access to the College's electronic learning resources;
 - 3. for high schools offering science courses, the schools shall meet the laboratory safety standards and have material/equipment that comply with the College's science course program requirements;
 - 4. schedule courses to meet state mandated contact hours required for College courses;
 - 5. designate a classroom for the dual credit College classes;
 - 6. display the signs provided by **DMC** outside of the classroom that indicate "College Course is in Session";
 - 7. assure no interruptions take place in the College dual credit class while in session such as removing students for high school activities
- B. **DMC** Campus(es) and Center(s): **DMC** may offer dual credit courses at any of the following locations:
- 1. East Campus
 - 2. West Campus
 - 3. Northwest Center
 - 4. Center for Economic Development
- C. Electronically online
- 1. **DMC** will:

- a. comply with the standards and criteria of the Southern Association of Colleges and Schools Commission on Colleges;
 - b. adhere to criteria outlined in the Principles of Good Practice for Academic Degree and Certificate Programs and Credit Courses Offered Electronically;
 - c. provide students academic support services appropriate for distance education, such as advising, career counseling, library, and other learning resources;
 - d. provide online technical support via the Del Mar College Help Desk during its regularly scheduled operating hours;
 - e. use the College's approved Learning Management System, Canvas; and
 - f. offer support and training for high school online course facilitators.
2. **RISD's ECHS** will:
- a. ensure that students who enroll in online courses complete the online Canvas Student Orientation prior to enrollment to measure student readiness;
 - b. provide trained, online facilitators for courses that are offered online.

IV. STUDENT COMPOSITION OF THE CLASS

Dual credit courses may be composed of the following:

- A. Dual credit students only
 1. **RISD ECHS** will ensure a minimum enrollment of 12 students for each class composed of dual credit students only.
 2. Provisions may be made to offer classes with fewer than 12 students upon approval by **DMC's** Provost/Vice President for Academic Affairs.
- B. Dual credit and college students
- C. Mixed dual and high school students only under 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; or,
 2. if the high school credit-only students are College Board Advanced Placement students; or,
 3. if the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

If **RISD** enrolls non-dual credit high school students in a Dual Credit course, **RISD ECHS** must submit a Course Exception Report Memorandum to the College by Census Day. The report will include the name of the students, student ID numbers, the applicable exception and justification. **RISD ECHS** will send a notification to the students that they have been enrolled in the class for high school credit only and will not receive college credit.

V. FACULTY SELECTION, SUPERVISION, AND EVALUATION

DMC shall select instructors of dual credit courses. These instructors must be regularly employed faculty members of the College or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the College to select faculty responsible for teaching the same courses at the main campus of the college. Each approved dual credit faculty member will be supervised by **DMC's** respective department chair or designee.

A. RISD's ECHS will:

1. For **RISD's ECHS**-employed faculty (hereby referred to as "embedded"):
 - a. assist in identifying potential dual credit faculty;
 - b. notify **DMC** of any embedded faculty changes or absences to ensure that credentialed faculty instruct the course during the embedded faculty member's absence;
 - c. allow release time from **RISD ECHS** duties to attend the announced dual credit professional development trainings and required College instructional departmental meetings provided by **DMC**
2. For **DMC**-employed faculty and adjuncts who teach at the **ECHS** campus (hereby referred to as "on-site"):

- a. ensure that **DMC** on-site faculty meet **RISD's ECHS** background screening requirements and comply with required codes of conduct for public school educators; and
 - b. provide faculty orientation for prior to the start of the new academic year to discuss issues including, but not limited to: campus protocols, classroom assignments, equipment, network access, computer usage, safety, testing, special events, and points of contact.
- B. **DMC** will:
- 1. For embedded faculty: provide training, points of contact, and administrative support relevant to faculty duties including certifying class rolls, submitting 12th day class rosters, submitting online grades, etc.;
 - 2. For on-site faculty:
 - a. contact **RISD's ECHS** dual credit point of contact for faculty absences; and,
 - b. provide support via an assigned Dual Credit Coordinator.

VI. COURSE CURRICULUM, ALIGNMENT, INSTRUCTION, AND GRADING

- A. **DMC** shall ensure that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.
- B. Dual credit courses provides advanced academic instruction beyond, or in greater depth than, the Texas Essential Knowledge and Skills (TEKS) for a corresponding high school course.
- C. Instructional Calendar
 - 1. Dual credit classes will follow the **DMC's** Academic Calendar.
 - 2. Exceptions may be arranged through collaboration between the Early College Programs Office and **RISD's ECHS**.
- D. Instructional Materials: Textbooks and Supplemental Materials
 - 1. **RISD** will provide all textbooks, equipment, and supplemental materials required for dual credit classes.
 - 2. **DMC** will make every effort to use the same College-approved textbooks for three (3) years. Chairs may require a change of textbooks earlier than three (3) years if the textbooks are for technology-based courses.
 - 3. **RISD** shall make textbooks and materials to students available on the first class day.
 - 4. Exceptions must be discussed with the Early College Programs Director and the College's Department Chairs.
- E. Grading
 - 1. All dual credit faculty will follow the grading criteria in the department-approved syllabus.
 - 2. **DMC** will provide midterm and end-of-semester numeric grades electronically via a secured network.
 - 3. **RISD** will submit final semester letter grades by the agreed upon date.

VII. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

- A. Regular academic policies applicable to courses taught at **DMC'S** main campus must also apply to dual credit courses taught at either of the **RISD ECHS** campuses. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.
- B. Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded **DMC** the main campus. **DMC** is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), disability services, and to other benefits for which the student may be eligible.

VIII. COURSES OF STUDY

Participating **RISD ECHS** students will follow the following courses of study towards either an associate degree or at least 60 semester hours toward a baccalaureate degree. **DMC's** general degree requirements for

all transfer degrees: Associate in Arts (AA), Associate in Science (AS), Associate of Arts in Teaching (AAT) and the Associate of Applied Science (AAS) are prescribed by the core curriculum guidelines set forth by the Texas Higher Education Coordinating Board. A student who completes 42-hour core curriculum at DMC may transfer the block of courses to any other Texas public college; that public college must count it for their core curriculum. Students who do not complete the entire 42-hour core, but complete the requirements for one or more Foundational Component Areas, may transfer those courses and will receive credit for each of the courses transferred.

To that end, each RISD ECHS will enroll in the dual credit courses that fulfill the core curriculum and the electives that aim to meet the requirements for the following certificate (where applicable) and/or degree plans:

1. AA, AS, or AAS

IX. STUDENT ENROLLMENT AND ATTENDANCE

RISD'S ECHSs will monitor student attendance according to their protocols; DMC will follow College Policy and course syllabi attendance requirements.

X. FINANCIAL ASSISTANCE

RISD ECHS students are not eligible for financial aid; however, they do receive waivers for tuition and fees.

XI. TRANSCRIPTION OF CREDIT

DMC and RISD will transcript dual credit courses for both college credit and high school credit immediately upon student completion of the performance required in each course.

XII. EVALUATION AND ACCOUNTABILITY

DMC and RISD shall be responsible for the development and implementation of an evaluation process to determine the effectiveness of the ECHSs. Measures of effectiveness shall include, but are not limited to, student results on the K-12 accountability assessments and success indicators of graduates at Texas public institutions of higher education (e.g., participation rates, grade point average, retention rates, and graduation rates).

XIII. FUNDING

- A. The state funding for dual credit courses will be available to both RISD ECHS and DMC based on the current funding rules of the State Board of Education and the Board.
- B. DMC may claim funding for all RISD ECHS students receiving college credit.

XIV. EXEMPTION FROM CERTAIN DUAL CREDIT RESTRICTIONS

- A. Rules governing dual credit in accordance with Texas Administrative Code (relating to Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges) included in this MOU pertain to RISD ECHS and its participating students.
- B. RISD ECHS may allow its eligible students to enroll in:
 1. more than two dual credit courses per semester; and,
 2. dual credit coursework with freshman, sophomore, junior, or senior high school standing.
- C. If the Commissioner of Education denies the application for designation as an ECHS, denies the renewal of designation, or revokes the authorization of an ECHS program in accordance with §102.1091 of the Texas Administrative Code's rules relating to Early College High Schools, the exemption outlined in B of this section is simultaneously revoked.

XV. CONDITIONS FOR RENEWAL AND TERMINATION

This Agreement will be in force on an annual automatic renewal basis. DMC and RISD reserve the right to collaborate and review the Agreement and to make recommendations for revisions, and/or addendums, and/or to terminate it at the end of a semester by providing written notice to the other party at least sixty (60) days prior to the date of termination. Termination agreements will be agreed between both parties.

If the parties decide to discontinue operating **RISD'S ECHSs**, they agree to meet the provisions outlined:

- A. The **ECHS** with an 11th grade cohort will continue operation through that cohort's scheduled graduation from the **ECHS**. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement, but this is not required.
- B. While in the process of discontinuing operation, the **ECHS** may not enroll any additional students in the **ECHS** in grades that have been phased out.
- C. While the **ECHS** is in the process of discontinuation operation, it must continue to meet all of the required design elements and provide full support for all students enrolled in the **ECHS**.

XVI. INDEMNIFICATION

- A. To the extent permitted by law, **DMC** shall defend and hold harmless **RISD** and its administrators, staff, agents, and employees against any and all claims for damages, personal injury, or death proximately caused by the acts or omissions of **DMC** in the performance of this Agreement.
- B. To the extent permitted by law, **RISD** shall defend and hold harmless **DMC** and its administrators, staff, agents, and employees against any and all claims for damages, personal injury, or death proximately caused by the acts or omissions of **RISD** in the performance of this Agreement.

XVII. NOTICES

All written notices provided to the parties pursuant to this Agreement shall be forwarded to each party at the address indicated below. Such notices shall be considered duly and properly given when delivered in person or actually received by either party via U.S. mail or any other delivery service provider.

XVIII. MEDIATION

Except for the immediate remedy of injunctive relief, neither party will resort to litigation without first submitting any dispute regarding the subject matter of this Agreement to mediation.

XIX. ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

XX. GOVERNING LAW AND VENUE

The validity of this Agreement, and of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. Any legal action brought in state court shall have venue in Nueces County, Texas.

XXI. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter that is not contained herein shall be valid or binding.

XXII. EQUAL OPPORTUNITY


The parties shall provide all services and fulfill all obligations associated with the subject matter of this Agreement in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (*34 C.F.R. § 106, et seq.*), and all other applicable anti-discrimination laws.

XXIII. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

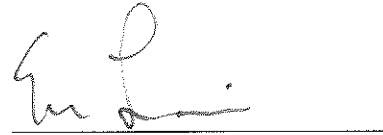
This Agreement shall become effective as of the date of complete execution by the parties, and shall be in force on an annual automatic renewal basis.

DEL MAR COLLEGE
101 Baldwin Boulevard
Corpus Christi, TX 78404-3897



Mark Escamilla, PhD
President and CEO


5.11.17
Date



Elizabeth Lewis, PhD
Provost/Vice President for
Academic Affairs

5-1-17
Date

ROBSTOWN ISD
801 North First Street
Robstown, TX 78380



Dr. Maria Vidaurri
Superintendent

5/25/17
Date