

# Dual Credit Partnership Agreement August 1, 2021 – July 31, 2022

#### I. Parties

This Dual Credit Partnership Agreement ("Agreement") is entered into between McLennan Community College ("MCJCD") and a homeschool entity (referred to hereafter as "High School") and is designed to allow High School students attending the homeschool to earn dual High School and college credit by enrolling in MCJCD credit courses.

# II. Purpose and Background

In accordance with the rules and regulations of the Texas Higher Education Coordinating Board (THECB), MCJCD offers regular college credit courses in Core Curriculum, Foreign Language, and Career and Technology for dual credit High School students. If the High School approves these college courses for dual credit, High School students meeting MCJCD admission requirements can enroll in these courses and receive college and High School credit simultaneously.

In order to ensure the quality of dual credit courses and to facilitate communications and understanding between the High School and MCJCD, the following provisions are agreed to by MCJCD and the High School where dual credit courses are offered.

# III. Statewide Goals for Dual Credit

Pursuant to Texas House Bill 1638 (85<sup>th</sup> Legislature, 2017), MCJCD and the High School set forth the following goals for dual credit programs in Texas, as prescribed by the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA).

#### 1. GOAL 1: Create collaborative outreach efforts

- a. The MCJCD dual credit program will collaborate with the High School to provide information sessions for parents, students, and High School counselors addressing the potential benefits, risks, and costs of dual credit.
- b. MCJCD will provide online information regarding the dual credit program, including contact information, eligibility requirements, the enrollment process, cost data, and potential benefits/risks of dual credit coursework.
- c. MCJCD recruiters will collaborate with the High School to provide additional assistance to students and families seeking information or assistance with enrolling at MCJCD.

# 2. GOAL 2: Improve transition to and acceleration through postsecondary education

- a. The MCJCD dual credit program requires all new dual credit students to complete an online orientation to facilitate the transition to college coursework.
- b. The dual credit program will collaborate with the High School to provide in-person or video conference orientation sessions upon request.

- c. The program has identified a Transfer Block of courses that transfer well to Texas public colleges to encourage selection of courses that will apply to a four-year degree.
- d. Dual credit students will be encouraged by MCJCD to enroll only in courses applicable to their selected degree plan.
- 3. GOAL 3: Provide college advising and student support services to promote success
  - a. The MCJCD dual credit program requires all students selecting courses outside of the Transfer Block or accumulating more than 15 semester credit hours to meet with a college transfer advisor each semester prior to registration.
  - b. All support services at MCJCD are available to dual credit students. Note that the College provides online and in-person tutoring, library instruction, and success coaching to promote student success.
  - c. MCJCD and the High School will collaborate to encourage dual credit students to make use of support services available at the College.
- 4. GOAL 4: Ensure quality and rigor of dual credit courses
  - a. MCJCD is committed to quality and rigor in its dual credit courses. As required by the THECB and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the quality and rigor of dual credit courses shall be the same as courses taught at the college campus.
  - b. Dual credit faculty, including faculty hired from the High School, will meet the credentialing standards set by the THECB and SACSCOC.
  - c. Oversight of dual credit faculty and course content will occur according to the same standards and processes employed on the MCJCD campus.
- 5. TOOLS: Identify tools to assist students and families with selecting endorsements and dual credit courses as well as navigating the college process.
  - a. The THECB provides the following four tools at this website: http://www.thecb.state.tx.us/plan-pay-complete-college/
    - 1) College for All Texans
    - 2) Exploring College Options
    - 3) Applying for College
    - 4) Paying for College
  - b. The TEA has made the following tools available to the public.
    - 1) Graduation Toolkit: https://tea.texas.gov/sites/default/files/14Grad-toolkit-booklet.pdf
    - 2) CTE Pathways: https://tea.texas.gov/academics/college-career-and-military-prep/career-and-technical-education/approved-cte-programs-study
  - c. The Texas Workforce Commission provides tools to assist with career selection and education planning at https://twc.texas.gov/students.

Metrics associated with the state dual credit goals, such as students' future college enrollment and success, will be tracked by MCJCD's Office of Institutional Effectiveness.

# **IV.** Eligible Courses

- 1. Courses approved for MCJCD Dual Credit for a High School student must be foreign language, in the MCJCD core curriculum, in a state-approved Field of Study curriculum, in the WECM, or an ACGM course with one of the following rubrics: ACCT, AGRI, ARCH, BCIS, BUSI, COSC, CRIJ, ENGR, ENGT, FORE, FORS, HORT, RNSG. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85, (i)(2)]
- 2. Courses approved for dual credit for a High School student must be applicable to a college certificate or degree.
- 3. This agreement does not apply to MCJCD Continuing Education courses.
- 4. See Appendix A for the crosswalk of MCJCD courses accepted by the High School with the corresponding High School course information. The High School may add courses to be articulated for credit by submitting an addendum to this agreement at any time during the academic year.
- 5. The sequence of courses below is recommended for High School students beginning dual credit in grade nine (9) with the intent of students earning an associate degree by High School graduation.

Associate Degree Sequence	Fall	Spring
Grade 9	EDUC/PSYC 1300 (3)	ARTS 1301 or MUSI 1306 or DRAM 1310 (3)
Grade 10 Order of BCIS and SPCH may be reversed.	HIST 1301 (3) BCIS 1305* (3)	HIST 1302 (3) SPCH 1315 (3)
Summer	<b>Elective:</b> (3)	
Grade 11	ENGL 1301 (3) GOVT 2305 (3) MATH:(3)	ENGL 1302 (3) GOVT 2306 (3) Elective: (3)
Summer	ENGL 2321 or ENGL 2328 (3	3)
Grade 12	Science:(4) SOCI 1301 or PSYC 2301 or ECON 2301 (3) Elective:(3)	Science:(4)   Elective:(3)   Elective:(3)

Courses may be adjusted with the assistance of an MCJCD advisor, taking into consideration a student's academic goals at both MCJCD and future colleges.

\*BCIS 1305 may not be a required course on all degree plans. However, the course is recommended to build computer skills.

# V. Student Eligibility

- 1. High School students must meet all eligibility requirements set forth in the THECB Rules.
- 2. Eligible students may first enroll in dual credit courses in the fall semester of grade nine (9).
- 3. Eligibility for High School Pathways courses/programs ends six (6) weeks prior to High School graduation.
- 4. All dual credit students must meet the testing and placement guidelines stipulated in the MCJCD catalog, the THECB rules, and the Texas Education Code.

A High School 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); or
- b. demonstrates that he or she is exempt under the provisions of TSI.

A High School student is also eligible to enroll in dual credit courses (academic; workforce courses for AAS or Level 2 certificates) under the following conditions:

- a. Courses that require demonstration of TSI college readiness in reading and/or writing: if the student achieves a Level 2 final recommended score on the English 2 STAAR EOC, an EBRW score of 460 on the PSAT/NMSQT, or an English score of 435 on the ACT-Aspire.
- b. Courses that require demonstration of TSI college readiness in mathematics: if the student achieves a Level 2 final recommended score on the Algebra I STAAR EOC and a passing grade in the Algebra II course, a Level 2 final recommended score on the Algebra II STAAR EOC, a mathematics score of 510 on the PSAT/NMSQT, or a mathematics score of 431 on the ACT-Aspire.

MCJCD recommends High School students score 347 on the reading section of the TSI Assessment or 945 on the TSI Assessment 2 ELAR section before enrolling in workforce education dual credit courses contained in a Level 1 certificate program, or a program leading to a credential of less than a Level 1 certificate.

To be eligible for enrollment in a dual credit course offered by McLennan Community College, students must meet all regular prerequisite requirements designated for particular courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (b)]

- 5. In addition, McLennan Community College also requires that dual credit students:
  - a. have the written approval of the High School principal or counselor, parent or guardian, and a Counseling Specialist in Student Development or a Dual Credit Coordinator at MCJCD; and
  - b. unless otherwise exempt, score a 351 or above on the reading section of the TSI Assessment or 945 on the TSI Assessment 2 ELAR multiple choice test or overall passing score on the TSI Assessment 2 ELAR section to qualify for academic courses and workforce courses contained in an AAS or workforce Level 2 certificate:
  - c. satisfy the prerequisites of the desired course and/or program, including additional sections of the TSI Assessment relevant to the requested course or program.
- 6. Prospective High School students must complete the MCJCD admission process prior to registration. The application may be submitted online or by completing a paper copy of the application for admission. Students must also submit a recent Bacterial Meningitis Shot Record (within the past five (5) years) if scheduling a course on the MCJCD campus. Information is also available on the MCJCD High School Pathways website.
- 7. Prospective High School students must receive consent of a parent or guardian to participate in the program.
- 8. Each semester, prospective High School students must submit a MCJCD High School Pathways Schedule Request submitted by the student and approved by the High School counselor or principal. The Schedule Request must be on file at MCJCD at the time of registration. The Schedule Request is available through the MCJCD High School Pathways online enrollment portal.
- 9. High School students will complete the online High School Pathways Orientation during their first semester of coursework at MCJCD.
- 10. High School students not following the Transfer Block, detailed on the MCJCD High School Pathways website, and those who accumulate more than fifteen (15) credit hours will see an MCJCD advisor before enrolling in classes.
- 11. High School students taking MCJCD courses for dual credit will be treated as college students. It is expected that High School students taking MCJCD courses as dual credit will conduct themselves as college students. A collegiate classroom environment is expected. Controversial material may be addressed. The level of maturity of the High School student should be one of the criteria considered by High School officials prior to approving individuals for enrollment.

- 12. Dual credit students with less than a 2.0 grade point average (GPA) in MCJCD courses after completion of six (6) credit hours will be blocked from taking additional college courses until the students have earned a High School diploma.
- 13. Dual credit students who have three (3) or more withdrawals on their college transcript will be blocked from enrolling in additional college courses until the students have earned a High School diploma.
- 14. The awarding of High School credit for graduation is at the discretion and approval of the HIGH SCHOOL.

#### **VI. Student Composition of Class**

1. Dual credit courses will be composed of dual credit students only or of dual and college credit students.

# VII. <u>Instructional Calendar</u>

- 1. Both MCJCD and the High School will maintain their own instructional calendars, to begin in August/September and continue through May/June. However, students who are enrolled in dual credit courses at the MCJCD campus will be expected to attend classes even when the High School is not in session. Any issues of transportation will need to be addressed and resolved by the student and/or High School. MCJCD will not be required to provide transportation.
- 2. Students enrolled in online dual credit courses will be expected to participate regardless of the High School calendar.
- 3. In situations involving dual credit courses on a High School campus, schedule conflicts between the institutions, including High School holidays and dates of state-mandated testing, will be resolved on a case-by-case basis, but in all instances the contact time for the College course will be maintained either by an additional course meeting or other solution acceptable to both MCJCD and High School.

#### VIII. Faculty Selection, Supervision and Evaluation

- As required by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), MCJCD controls all aspects of its educational programs. Each educational program for which academic credit is awarded is approved by the faculty and the administration. MCJCD will maintain qualified faculty who demonstrate the ability to deliver college-level course content with high quality and effectiveness.
- 2. In order to serve as an instructor of record at MCJCD, for freshman and sophomore level courses designed for transfer to a baccalaureate degree, faculty should have a minimum of a master's degree with at least 18 graduate hours in the discipline in which they are teaching. In appropriate areas, work experience, professional licensure, and certification are also considered. Degrees and graduate credit hours held by faculty members, whether

- full time or part-time, must have been earned at a U. S. regionally accredited institution. [SACSCOC, Principles of Accreditation, 3.7.1]
- 3. In order to serve as an instructor of record at MCJCD, for associate degree courses designed to prepare students specifically for employment in career and technical areas, instructors should have a minimum of three (3) years of experience in the field, appropriate certification or professional licensure, and educational background and credentials at the same level as or higher than the certificate or degree being awarded in the program. Degrees and graduate credit hours held by faculty members, whether full time or part-time, must have been earned at a U. S. regionally accredited institution. [SACSCOC, Principles of Accreditation, 3.7.1]
- 4. High School faculty hired by MCJCD to teach dual credit courses at the High School site will follow the same application and screening procedures as adjuncts hired to teach at the MCJCD campus. Employment will only be awarded after approval by the appropriate division or program chair.
- 5. MCJCD shall evaluate instructors of college courses offered for dual credit using the same or comparable procedures used for faculty teaching at the MCJCD campus. Faculty teaching courses for dual credit shall comply with MCJCD's standards of instruction and policies. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [SACSCOC, Principles of Accreditation, 3.7.2]
  - When such evaluations include classroom observation, the High School will provide access to the classroom in question to the appropriate MCJCD personnel. The MCJCD personnel will be expected to comply with the standard High School visitor screening process.
- 6. The appropriate representatives of the MCJCD academic department will evaluate the performance of faculty teaching college courses offered as dual credit. Included in this evaluation will be a determination of how well the faculty member performs in achieving the desired learning outcomes. Additionally, the evaluation will include a review of performance on the items delineated in Section VI, item 9. The evaluation will be forwarded to the Vice President of Instruction for a decision regarding continued employment as an adjunct instructor for dual credit courses. In the event it is determined that a faculty member employed by the High School will not be granted continued employment, the High School will be informed in a timely manner. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [SACSCOC, Principles of Accreditation, 3.7.2]
- 7. MCJCD will pay High School faculty members hired to teach dual credit courses at the High School site in the same manner as other adjunct employees of MCJCD.
- 8. The MCJCD Division Chair of the program area oversees instructional content for college courses taught for dual credit. All course content, learning outcomes, and instructional objectives will be consistent with courses taught on the MCJCD campus. All instructors must have a syllabus that incorporates instructional objectives and intellectual competencies posted on the MCJCD website, by the MCJCD deadline.
- 9. Faculty teaching college courses for dual credit are expected to carry out the following:

- a. Teach assigned courses, with the same level of rigor of a regular college course, according to approved course syllabi and learning outcomes associated with course. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)]
- b. Provide each student with a syllabus/class outline that explains the expectations of the instructor, learning outcomes, attendance policy, cheating policy, and other information needed by the student (Examples: timelines, required class materials, outside assignments, course pre-requisites, etc.).
- c. Check student enrollment in the course. If a student's name does not appear on the MCJCD class roll, the student may not attend class. If a student's name does not appear, the student should be instructed to contact the MCJCD High School Pathways Office to complete the enrollment process.
- d. Arrive on time for classes or notify the High School Pathways Office and the High School as early as possible of an inability to meet a class.
- e. Submit an instructor absence form to the division director to document each absence.
- f. Maintain control of the class. If there is a discipline problem that requires immediate attention, contact the administrator in charge on that campus. Additionally, report any serious classroom discipline issues to the MCJCD Conduct Office, the High School Pathways Office, and the High School administrator.
- g. Submit Textbook Request Forms to the appropriate academic department for each course taught every semester, by the MCJCD deadline.
- h. Keep class record books, lesson assignments, and other necessary materials or equipment available for substitute instructors.
- i. Submit all required class rosters, student grade reports, and required documentation, by MCJCD deadlines.
- j. Maintain accurate attendance records for all classes.
- k. Assign both an alphanumeric *and* numeric grade for each dual credit student. MCJCD grades will be submitted through the WebAdvisor system.
- 1. Maintain a copy of grade books for each dual credit class at the High School. If MCJCD personnel need to review grade books, the High School Pathways Program Director and/or the appropriate Division Chair will request and receive a copy at that time. Detailed records should be saved for one (1) calendar year following the end of the course. If employment with MCJCD ends, records for the previous year should be submitted to the appropriate Division Chair.

- m. Maintain a Brightspace course shell for each section taught, to include at minimum a syllabus, grade book, and attendance records.
- n. Check MCJCD email on a regular basis for information on deadlines, reporting, grades, etc. This is one form of official communication from the college.
- o. Attend faculty meetings and other special meetings called by the High School Pathways Office, Division Chair, Dean of Arts and Sciences, Dean of Health Professions, Dean of Workforce & Public Service, Vice President of Instruction, or the President, when possible.
- p. Direct students seeking accommodations for disabilities to the MCJCD Accommodations Coordinator for appropriate action. The instructor should not give opinions about disabilities or provide accommodations for disabilities prior to receiving appropriate direction from the MCJCD Accommodations Coordinator.
- q. Provide the institution with an updated Curriculum Vitae, which includes educational history.
- r. Keep the High School Pathways Office informed regarding matters affecting the welfare of students, faculty, and MCJCD.
- s. Participate in evaluation procedures in relation to the above stated requirements under this agreement. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [SACSCOC, Principles of Accreditation, 3.7.2]
- 10. The High School shall perform criminal background checks as required by applicable law on all persons teaching dual credit courses that are not paid directly by MCJCD. The High School is responsible for ensuring that all such individuals have met acceptable standards under such background checks.
- 11. MCJCD is responsible for criminal background checks as required by applicable law on all persons teaching dual credit courses that are paid directly by MCJCD. MCJCD is responsible for ensuring that all such individuals have met acceptable standards under such background checks.
- 12. As with all MCJCD instructors, faculty teaching courses offered for dual credit who are also employed by the High School are subject to MCJCD policies, rules, and regulations. Faculty employed by the High School will be required to meet the same teaching expectations as other faculty at MCJCD, expectations delineated in Section VIII, item 9.
- 13. Faculty teaching courses offered for dual credit who are also employed by the High School will be required to participate in a minimum of four (4) hours per year of MCJCD professional development activities, activities such as MCJCD Professional Development Day, Dual Credit Faculty Seminar, and courses offered through the MCJCD Center for Instructional Design. For purposes of this agreement, the year shall run from the Fall semester through the end of the Summer 2 semester.

#### IX. Location of Classes

- 1. Dual credit courses may be taught on the college campus or on the High School campus, or by distance education, including Internet delivery and/or blended courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (c)]
- 2. For dual credit courses taught exclusively to High School students on the High School campus and for dual credit courses taught electronically, McLennan Community College complies with applicable rules and procedures for offering courses at a distance. In addition, dual credit courses taught electronically comply with the THECB's Principles of Good Practice for Courses Offered Electronically.

# X. Transcription of Credit

For dual credit courses, High School as well as college credit should be transcripted immediately upon a student's completion of the performance required in the course. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (h)]

#### XI. Academic Policies

- 1. All academic policies applicable to courses taught on MCJCD campuses shall apply to dual credit High School students enrolled in face-to-face campus, distance education, and courses, as outlined in the MCJCD policies and catalog. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(1)]
- 2. Students violating MCJCD policies relating to academic integrity will be subject to the consequences described in the course syllabus and the relevant MCJCD policies. Such violations will also be reported to the High School, but college policy and consequences will have precedence in these situations.

#### **XII. Student Services**

- 1. Students taking college classes for dual credit may utilize the same services that are available to other MCJCD students. MCJCD is responsible for ensuring timely and efficient access to such services as academic advising, learning materials (e.g., library resources), and other services for which the student may be eligible. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(2)]
- 2. Dual credit students are entitled to access online tutoring or face-to-face tutoring at no cost to the student.
- 3. Students seeking 504-type accommodations for dual credit courses will arrange for those services through the MCJCD Accommodations/Disability Services office. For details, please visit http://www.mclennan.edu/disability/.
- 4. Dual credit students 17 years of age or older will have the same access to mental health counseling on the MCJCD campus as other students since parental notification is not required for this age group. Due to HIPAA regulations, requests for mental health

- counseling made by students younger than 17 will be referred to the respective school counselor or behavioral intervention specialist for mental health counseling.
- 5. One High School employee per High School campus will be designated as a facilitator for dual credit students. The facilitator will maintain familiarity with MCJCD resources and services and assist in guiding dual credit students to those services.

# 6. College Advising:

a. Dual credit students who adhere to the MCJCD Transfer Block, detailed below, will be permitted to enroll in fifteen (15) college credit hours without a mandatory college advising visit. However, students are encouraged to seek college advising. Students who do not adhere to the Transfer Block or reach the fifteen (15) hour limit will meet with an advisor at least once per semester prior to registration.

Select any of these courses:
HIST 1301
HIST 1302
ENGL 1301
ENGL 1302
GOVT 2305
GOVT 2306

Select no more than 1 of these courses:
ARTS 1301
DRAM 1310
MUSI 1306

Future full-time M	cLennan students:
PSYC/EDUC 1300	

Select no more than 1 of these courses*:
ECON 2301
PSYC 2301
SOCI 1301
*Some college degree plans require one specific course from this category. Students should check the future college degree plan or seek college advising voluntarily.

- b. Students will be advised for dual credit courses based on self-identified career and educational goals. Students will not be advised to enroll in courses not appropriate for those identified goals, particularly in courses unlikely to transfer to the student's intended future college.
- c. MCJCD does not recommend students enroll in more than six (6) semester credit hours the first semester of dual credit.
- d. MCJCD recommends that dual credit students with an MCJCD GPA below 2.5 reduce the MCJCD course load in order to focus on fewer courses with the goal of raising the overall college GPA.
- e. High School counselors are encouraged to participate in advising sessions with their students.
- f. Advising sessions may be scheduled on the High School campus, on the MCJCD campus, or online via video conference.
- g. Advising notes will be maintained in the MCJCD system for each student for future reference.
- h. Common terminology:
  - 1) Applicable toward a degree: Refers to a course that will transfer to a school and apply toward a specific degree plan.
  - 2) Core curriculum: A basic set of course options required of all students at a particular institution; commonly refers to the Texas state core curriculum.

- 3) Course transfer: Refers to whether or not a course will be accepted by another institution of higher education. It is possible for a course to transfer as an elective but not apply toward a specific degree plan.
- 4) Degree plan: A detailed set and sequence of courses leading to a specified degree in a major.
- 5) Maximum time frame: A government stipulation that financial aid will only pay for 150% of coursework toward a post-secondary credential. Dual credit coursework applies toward this limit.
- 6) Satisfactory progress: A government requirement that High School graduates maintain a 2.0 or higher GPA and complete 67% or more of attempted courses to remain eligible for state/federal financial aid. Dual credit coursework may impact this status after High School graduation.

### XIII. Student Conduct

- 1. Dual credit students will be subject to MCJCD student conduct rules, policies and procedures as set forth in the MCJCD *Highlander Guide* (Student Handbook) while on the MCJCD campus and/or while in attendance at MCJCD classes. Students may also be subject to High School student conduct policies as determined by the High School.
- 2. Failure to comply with MCJCD conduct policies may result in dismissal of the student from MCJCD courses.
- 3. MCJCD and the partner High School will cooperate in disciplinary issues to the extent possible, but MCJCD will have final authority over disciplinary matters relating to MCJCD classes.
- 4. Disciplinary issues will be reported and addressed according to published college policy. High School employees who are not also employed by MCJCD may contact the MCJCD Conduct Office or the High School Pathways office for guidance in reporting an issue.
- 5. The HIGH SCHOOL will notify MCJCD of student behavioral issues that would impact a dual credit course, particularly in regards to matters concerning student safety.
- 6. In the event High School disciplinary measures prevent a dual credit student from attending an MCJCD course, the student, the High School, and MCJCD will consult regarding possible outcomes. If the student's absences will exceed 25% of course meetings, and if no satisfactory alternative can be found, the student will be withdrawn from the MCJCD course for disciplinary reasons.
- 7. In the event a conduct or academic-integrity-related visit to the High School is needed, the High School will facilitate a meeting between the student(s) in question and the appropriate MCJCD personnel. The MCJCD personnel will be expected to comply with the standard HIGH SCHOOL visitor screening process.

#### XIV. Course Curriculum, Instruction, and Grading

1. The MCJCD Division Chair of the program area oversees instructional content for college courses taught for dual credit.

- 2. MCJCD shall ensure that a college course offered for dual credit at the High School and the corresponding course offered at the College are equivalent with respect to the curriculum, contact hours, course maximum, materials, instruction, and method/rigor of evaluation of student performance, regardless of student composition of the class. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)]
- 3. All MCJCD instructors must have a syllabus on file which incorporates the policy and procedure for learning outcomes, grading policies, and disability services.
- 4. Instructors shall follow MCJCD grading policies for awarding college credit.
- 5. Faculty will participate in providing information for the assessment of student learning outcomes as required by the Southern Association of Colleges and Schools Commission on Colleges. This includes, but is not limited to, the submission of summary scores/data where such information is needed for evaluating departmental success and the submission of student work for secondary evaluation by the division to ensure that relevant learning outcomes are achieved in any given course.

# XV. Grade Reports

- 1. MCJCD will provide grade reports for dual credit students each semester following the conclusion of the final exam period.
- 2. Grades will be reported via an unofficial college transcript that provides information regarding courses, letter and numeric grades, and cumulative GPA.
- 3. Progress reports may be requested by an High School during the semester for dual creditonly courses offered on the High School campus with the following restrictions.
  - a. Requests will be made to the dual credit office via email and will identify the course, section, and date the progress report is needed.
  - b. A High School will request no more than two progress reports per semester.
- 4. Progress reports will not be an option for dual credit students in online sections and/or in sections in which they are blended with traditional college students. Instead, students may log in to Brightspace to provide the High School with current grade information from the online course gradebook.

#### XVI. Transfer of Courses

McLennan Community College is fully accredited by the SACSCOC, and basic academic, general education courses are readily transferable to other public institutions of higher education in Texas. However, since each college has its own policy regarding the transferability of courses, students are strongly advised to check with the college they plan to attend after High School, other than MCJCD, in order to determine the transferability of MCJCD courses.

CTE/Workforce education courses are not designed for transfer beyond the community college level. However, programs exist at some universities that allow these courses to be applied directly to baccalaureate degree requirements. Students are encouraged to check with prospective universities concerning programs such as the BAAS, BAT, and other similar programs.

#### XVII. Academic Regulations

- 1. An MCJCD class minimum of twelve (15) students is deemed necessary for a dual creditonly course section. Any exceptions will be approved by the Vice President of Instruction.
- 2. MCJCD courses offered as dual credit, regardless of where they are taught, follow the same college calendar, syllabus requirements, course outline, grading procedure, and other instructional and evaluative policies and procedures. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(1)]
- 3. The Texas Education Code and SACSCOC do not allow for outside influence on college grading systems.
- 4. Letter grades are given in accordance with policies printed in the college catalog. Whenever possible, numerical grades will be provided to the High School counselor by the High School Pathways Office. Dual credit grades will be provided to the High School each semester the week following final exams.
- 5. In the event of a grade dispute, the MCJCD policy for grade appeals will be followed. Please see the MCJCD catalog and/or the *Highlander Guide*.
- 6. Dual credit students may withdraw from a course and receive a grade of "W" at any time during the semester on/prior to the MCJCD official drop deadline specified in the College Calendar located in the class schedule or catalog. After the MCJCD official drop deadline, dual credit students will follow published MCJCD policy in regards to withdrawing from courses and the grade recorded for such courses. It is the student's responsibility to officially withdraw from a course or verify that the instructor initiated the withdrawal procedure.

# XVIII. Attendance and Funding

- 1. Students enrolled in college credit courses will follow current MCJCD attendance policies. Attendance will be taken at MCJCD based on the published College Attendance Policy.
- 2. The cost of tuition and fees will be based on the current McLennan Community College tuition and fee schedule for dual credit students.
- 3. State funding for college courses offered for dual credit will be available to both the High School and MCJCD based upon current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (i)(1)]
- 4. MCJCD waives tuition and standard fees for students demonstrating financial need. Information and an application form for this tuition exemption are available through the High School Pathways office and the online enrollment portal. Tuition for other students will be the responsibility of the student or the High School.

- 5. Textbooks, transportation, classroom supplies, and special fees will be the responsibility of the student or the High School.
- 6. MCJCD will consider the use of free or low-cost open educational resources for courses as may be deemed appropriate by the faculty member and MCJCD.

# XIX. Classroom Facilities and Technology

- 1. The High School agrees to provide MCJCD faculty and dual credit High School students with the facilities and technology necessary to support a college learning environment.
- 2. The High School will ensure MCJCD faculty and the dual credit students have access on High School devices and through High School Internet service to MCJCD email, Brightspace, Zoom, WebAdvisor, the MCJCD Library, and other software programs approved by MCJCD for campus-wide use.
- 3. Dual credit students will regularly need access to devices capable of running online exam monitoring programs and devices and/or Internet access unrestricted by the High School internet filter. In addition, some courses may require audio or video recording capability. Such access is vital for academic integrity measures, Internet-based course materials, research, and course projects. Student resources are available on the MCJCD campus to fulfill such needs should the student choose to implement them.
- 4. MCJCD recommends the High School assign students enrolled in online dual credit courses to a computer lab with a facilitator for at least one class period per day.

#### XX. Data Sharing

Student records transferred between MCJCD and the High School shall remain the sole property of the institution that created the records. Data that is transferred must be used consistent with the Family Educational Rights and Privacy Act (FERPA), HIPAA, and High School and MCJCD policies and procedures for managing student education records and other confidential information.

The Parties expressly understand that MCJCD and the High School are subject to the requirements of the Texas Public Information Act. In the event that any student records must be released pursuant to state or federal law, as determined by a court or administrative agency with jurisdiction over the matter, the Parties shall continue to treat a confidential any student records received or created under this Agreement except to the extent specifically required by the court or administrative order. The Parties shall mark as "CONFIDENTIAL" all records that are released.

# XXI. <u>Indemnity and Liability</u>

1. To the extent allowed by law, the High School does hereby agree to defend, indemnify, and hold harmless MCJCD, its Board of Trustees, agents, employees, and representatives, from and against any and all causes of action, claims, liabilities, debts, or judgments arising from or related to: (1) the actions or omissions of High School instructors provided under this Agreement; or (2) the actions or omissions of any employee, agent,

- instructor, or anyone else acting on behalf of the High School in the performance of this Agreement.
- 2. To the extent permitted by applicable law, the High School assumes all liability related to or arising from the acts and/or omissions of its employees, contractors, agents, or representatives related to this Agreement or the dual credit program.

# XXII. Force Majeure

Neither Party hereto will be liable or responsible to the other for any loss or damage, or for any delays or failure to perform (other than the performance of payment obligations), due to causes beyond either Party's reasonable control, including but not limited to acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion or hostilities (whether war is declared or not); terrorist threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; telecommunication breakdown or power outage; and/or any other circumstances of like character. Should performance of any obligation (other than any payment obligations) created under this Agreement become illegal, impossible, impracticable, not reasonably possible, or if a Party is otherwise prevented or hindered from complying by a force majeure incident as described in this section or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice as soon as practicable (within 45 days) following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

#### XXIII. Miscellaneous

- 1. Both parties agree to have a spirit of cooperation and to endeavor to provide a positive collegiate-level experience for those High School students with the maturity and academic preparation to be successful in college-level courses.
- 2. All policies and requirements set forth herein are subject to the THECB Rules, and, in the event of conflict, the THECB Rules govern and apply. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85, (i)(2)]
- 3. This Agreement may only be modified in writing signed by both parties.
- 4. This Agreement will become effective on the date the last party executes it and will remain in effect until either party decides to terminate same. Either party may terminate this Agreement without cause by giving the other party notice in writing at least thirty (30) days before the beginning of the first day of the MCJCD semester or HIGH SCHOOL semester, whichever is earlier.
- 5. Nothing herein shall waive the parties' immunity to suit or liability as established by applicable law.

- 6. The parties to this Agreement are not in a joint venture, partnership, or otherwise.
- 7. This Agreement shall be governed by the laws of Texas.
- 8. All parties to this Agreement agree to abide by and comply with all applicable laws regarding student privacy including, but not limited to, FERPA.
- 9. Notwithstanding anything to the contrary in this agreement, MCJCD acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any defenses available to the High School\_under applicable law, including, without limitation, any statutory or governmental immunity from suit and liability.
- 10. MCJCD is aware and acknowledges that the High School\_is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the agreement, which may include those terms and conditions relating to: liens on the school property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidential information. Terms and conditions relating to these limitations will only be binding on the school to the extent permitted by the constitution and the laws of the state of Texas.
- 11. The signatures below indicate and represent that the governing boards of both MCJCD and the High School have approved this Agreement.

# XXIV. Other Agreements with the HIGH SCHOOL

This agreement does not apply to MCJCD Continuing Education courses offered in the High School, nor other agreements between MCJCD and the High School. MCJCD and the High School will have a separate and distinctive agreement for MCJCD Continuing Education courses offered to HIGH SCHOOL students.

#### XXV. Accommodations/Disabilities

Dual credit students who may require accommodations in order to have proper access to meet course requirements due to a documented disability should contact MCJCD Accommodations (Disability Services) as soon as possible. Students will be required to complete the registration form in WebAdvisor, submit documentation for the diagnosed disability, and meet with the Accommodations Coordinator. Faculty and the student will receive an email confirming all accommodations. Faculty may also review accommodations by accessing their roster via WebAdvisor, and students may review their accommodations under the My Accommodations Plan in WebAdvisor. Please note that instructors are not required to provide classroom accommodations to students until appropriate verification from Accommodations (Disability Services) has been provided. Note also that accommodations may differ between the High School and college. For additional information, please visit mclennan.edu/disability.

Students with questions or who require assistance with disabilities involving physical, classroom, or testing accommodations should contact:

Accommodations (Disability Services)
<a href="mailto:disabilities@mclennan.edu">disabilities@mclennan.edu</a>
254-299-8122

Student Services Center Room 319

MCJCD policies related to accommodations will apply to students enrolled in dual credit courses. In appropriate circumstances, MCJCD and the High School may collaborate to provide accommodations to dual credit students.

#### **XXVI.** Title IX

MCJCD cares about student safety and values an environment where students and instructors can successfully teach and learn together. Individuals who would like to report an incident of sexual misconduct are encouraged to immediately contact the Title IX Coordinator at <a href="mailto:titleix@mclennan.edu">titleix@mclennan.edu</a> or by calling Dr. Drew Canham (Chief of Staff for Equity and Inclusion) at (254) 299-8645. Individuals also may contact the MCJCD Police Department at (254) 299-8911 or the Student Counseling Center at MCJCD by calling (254) 299-8210. The MCJCD Student Counseling Center is a confidential resource for students.

McLennan's Title IX webpage (<a href="http://www.mclennan.edu/titleix/">http://www.mclennan.edu/titleix/</a>) contains more information about definitions, reporting, confidentiality, resources, and what to do if someone is a victim of sexual misconduct, gender-based violence or the crimes of rape, acquaintance rape, sexual assault, sexual harassment, stalking, dating violence or domestic violence.

In the event a Title IX-related visit to the High School is needed, the High School will facilitate a meeting between the student(s) in question and the appropriate MCJCD personnel. The MCJCD personnel will be expected to comply with the standard High School visitor screening process.

#### **XXVII.** Non-Discrimination

Neither McLennan Community College nor the High School will discriminate against any individual regardless of race, color, religion, national or ethnic origin, gender, disability, age, veteran status, genetic information, sexual orientation, gender identity, pregnancy, or other legally protected category in its educational programs, activities, or employment as required by Title VI or Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments Act of 1972, and the Age Discrimination Act of 1978.

The following staff member is designated to handle inquiries regarding nondiscrimination policies: Drew Canham, Chief of Staff for Equity and Inclusion, 1400 College Drive, 254-299-8645, <a href="mailto:titleix@mclennan.edu">titleix@mclennan.edu</a>.

# SIGNATURE PAGE TO FOLLOW