

**Memorandum of Understanding  
For Dual Course Credit Program  
By and between  
Sam Houston State University  
and Dickinson ISD**

This Memorandum of Understanding for Dual Course Credit Program Agreement (“MOU” or “Agreement”) between Sam Houston State University (“University” or “SHSU”), an agency and institution of higher education authorized under the laws of the State of Texas, and member institution of the Texas State University System and Dickinson ISD (“School”) is effective as of the date of full and final execution below. Individually, University and School are referred to herein as “Party” and collectively as “Parties.”

**WHEREAS**, Texas Education Code (“TEC”) §§ 28.009, 29.182, and 29.184 and 19 Texas Administrative Code (“TAC”) Chapter 4, Subchapter D authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a student for such a course.

**WHEREAS**, SHSU offers a dual credit program (“Program”) on the terms of this MOU.

**WHEREAS**, School and School’s students (“Students”) wish to participate in the Program as provided herein.

**NOW, THEREFORE**, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

Overview of the Program

This Agreement is established in accordance with Title 19, TAC, Part 1, Chapter 4, Subchapter D, §4.84 and the statewide goals outlined in TEC §28.009. This Agreement reflects the joint commitment of the Texas Higher Education Coordinating Board (the “THECB”) and the Texas Education Agency (“TEA”) to promote access to high-quality dual credit opportunities that prepare high school students for success in postsecondary education and the workforce.

The purpose of this Agreement is to define the responsibilities and expectations of the School and SHSU in providing courses through which a student may simultaneously earn high school and college credit. The Parties seek to ensure equitable access,

academic rigor, and seamless transition from secondary to postsecondary education in compliance with state standards.

### Goals of the Program

- **Goal 1:** School and SHSU will engage in purposeful and collaborative outreach to ensure that all students and parents are informed of the benefits, costs, and expectations of dual credit participation, including eligibility criteria, enrollment procedures, and tuition/fee policies.
- **Goal 2:** Dual credit programs will assist high school students in successfully transitioning to and accelerating through postsecondary education pathways.
- **Goal 3:** Dual credit students will receive appropriate academic advising, college readiness support, and access to student services designed to promote persistence and college completion.
- **Goal 4:** Dual credit courses will maintain the same quality, rigor, learning outcomes, and standards as corresponding courses offered at the college or university to ensure student success in subsequent coursework.

### Program Requirements

#### 1. Eligible Courses

SHSU shall establish and conduct the courses included in the degree plans made available to Students under this Agreement. Students are encouraged to take coursework that will apply to a future major, credential, or area of interest.

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

SHSU shall select all instructors of dual credit courses. Instructors teaching dual credit courses in the Program must meet the same academic and professional qualifications required of faculty teaching the same courses at SHSU's main campus, as specified by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") or other applicable accrediting body. SHSU shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures for instructors at SHSU's main campus.

#### 3. Student Eligibility

Students are eligible to participate in the Program if they meet the eligibility requirements (i) established by the THECB, including demonstrated college readiness through approved assessment scores or other criteria as defined in TAC §4.85; and (ii) established by SHSU as outlined in Exhibit A to this Agreement.

Additional qualifications may apply depending on the Program agreed between the Parties. Any additional qualifications will be listed in Exhibit A. In the event of

any inconsistency between the eligibility requirements listed on SHSU's website and those listed in Exhibit A, the requirements in Exhibit A will control.

4. Course Curriculum, Instruction, and Grading

Each dual credit course offered under this Agreement shall be the same as the course offered to SHSU students in content, learning outcomes, evaluation methods, and rigor. SHSU will ensure that course syllabi, grading standards, and student learning assessments are equivalent to those used in corresponding college-level SHSU courses.

5. Academic Policies and Student Support Services

Regular SHSU academic policies will apply to courses taken through the Program. Student support services, including but not limited to, academic advising and counseling are available to Students enrolled in the Program.

6. Student Advising

SHSU and School will establish common advising strategies and terminology related to dual credit and college readiness. School will designate at least one (1) employee to be responsible for providing academic advising to a Student enrolling in a dual credit course under the Program before the Student begins the dual credit course.

7. Transcription of Credit

School and University credit should be transcribed upon a student's completion of the performance required in the course. Once the student has graduated from the School, the School will send a final official transcript to the University.

8. Funding

Students enrolled in an SHSU Program will be charged the dual credit tuition rate outlined in Exhibit A.

9. Code of Conduct

All students enrolled at SHSU, including but not limited to Students in the Program, are required to abide by the standards outlined in SHSU's Student Code of Conduct and Academic Honesty policy.

10. Program Oversight and Evaluation

Both Parties agree to conduct ongoing evaluation of the Program to ensure compliance with TAC §4.84, adherence to institutional and state standards, and continuous improvement in student access, equity, and success.

11. Outreach and Education

SHSU: Information regarding current benefits, enrollment, and fee policies associated with dual credit are accessible via one or more of the following media: SHSU website (shsu.edu), dual credit brochures; SHSU updates and emails

disseminated to school administrators, counselors, and teachers; and SHSU conducted workshops and presentations.

School: School agrees to post information regarding the benefits, costs, and enrollment procedures for Programs offered under this Agreement on its website. School further agrees to advertise and market SHSU Program opportunities by disseminating information and updates provided by SHSU to prospective students and parents. School agrees to support counselors and other School personnel to participate in Program workshops and informational sessions conducted by SHSU.

## 12. Data Sharing and FERPA Compliance

### Data Sharing

If a Student is enrolled concurrently at SHSU and School as part of the Program, the Parties may disclose an education record(s) regarding Student in accordance with United States Code, 34 CFR 99.34. The Parties agree that each has a legitimate educational interest in Student's education records for purposes of FERPA (the *Family Educational Rights and Privacy Act*). Each Party hereby designates the other Party as a school official with a legitimate educational interest in the educational records covered by this Agreement and to the extent that access to the education records is required by each Party to carry out the purposes of this Agreement.

School understands and acknowledges that once Student is enrolled in an SHSU course, Student is under the postsecondary rules of FERPA and Students are given the right of privacy in their education records when enrolled in SHSU courses, regardless of their age. Any disclosure of Student's education records to parents, legal guardians, or third parties by SHSU is at SHSU's sole discretion. However, School will abide by the rules of FERPA applicable to primary and secondary public schools.

### Data Coordination

The ISD and SHSU agree to share data necessary to administer and report on the FAST program, including student enrollment, eligibility verification, and award disbursement consistent with TAC §4.84(b)(10).

### Confidentiality

Both Parties agree that shared data will be transmitted securely and maintained in compliance with FERPA and applicable state privacy laws.

## 13. Annual Review

School and SHSU will jointly review financial aid processes annually to ensure program effectiveness, data accuracy, and continued compliance with TEC

§28.0095, TAC Chapter 13, Subchapter Q, and the partnership requirements of TAC §4.84.

General Provisions

1. Term and Termination

The term (“Term”) of this Agreement will begin on the Effective Date and shall be in effect for five (5) Years.

This Agreement may be terminated by either Party upon sixty (60) days’ written notice. Notwithstanding the foregoing, however, any Student enrolled in the Program at the time of termination shall be permitted to complete the semester or term in which the student is enrolled.

2. Relationship of the Parties

The Parties are independent contractors and the relationship between the Parties does not and will not constitute a partnership, agency, or joint venture. Neither Party shall have the authority to make any statements, representations, or commitments of any kind or take any action that will be binding on the other Party, without the prior written consent of such other Party.

3. Assignment

This Agreement may not be assigned or delegated by either Party without the written consent of the other Party.

4. Notices

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests, or other communications required or permitted under this Agreement will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below. Notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) when received, or (iii) if delivered by email (to the extent an email address is provided below), when received:

UNIVERSITY:	SCHOOL:
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<p>Sam Houston State University          1806 Avenue J, Suite 206          Huntsville, TX 77340          Attn: Office of the General Counsel</p>	<p>Dickinson ISD          P.O. Drawer Z          Dickinson, TX 77539          Attn: Dr. Melissa Everett, CTE Director</p>
<p>With a copy to:          Sam Houston State University          1806 Avenue J, Suite 302          Huntsville, TX 77340          Attn: Office of the Provost and Sr VP          of Academic Affairs</p>	<p>With a copy to:          Dickinson ISD          P.O. Drawer Z          Dickinson, TX 77539          Attn: Hannah Brooks          Director of Virtual Programs</p>

5. Non-Waiver

No condition of this Agreement may be waived except by written consent of the waiving Party. Forbearance or indulgence by one Party in any regard whatsoever shall not constitute a waiver of the condition to be performed by the other Party.

6. Severability

In the event that 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 and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained in it. The Parties may mutually agree to renegotiate this Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

7. Governing Law

This Agreement, the interpretation of its terms, and any disputes arising from this Agreement shall be governed by the laws of the State of Texas. The Parties consent to the jurisdiction and venue of the state or federal courts of Walker County, Texas, in the event of any dispute arising out of or related to this Agreement.

8. Entire Agreement; Modifications

This Agreement (including all exhibits, schedules, supplements, and other attachments (collectively, "Exhibits")) supersedes all prior agreements, written or oral, between School and SHSU. This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter.

This Agreement is binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by SHSU and School. All Exhibits are attached to this Agreement and incorporated herein for all purposes. This

Agreement may only be modified by the Parties with mutual consent of the Parties with at least thirty (30) days' advance written notice of the modification.

**9. Indemnification and Hold Harmless**

Both Parties understand and acknowledge that SHSU is an institution of higher education of the State of Texas and School is a political subdivision of the State of Texas and the Texas Constitution prohibits either Party from giving indemnities. Notwithstanding any contrary provisions of the Agreement, neither Party may indemnify or hold harmless the other Party.

**10. Intellectual Property**

Any programs, data, training materials, or other work product, in any format, created under this Agreement ("Intellectual Property") shall be the property of the University, unless otherwise specifically set forth in the Agreement.

**11. Publicity**

School shall not use the University's name, logo, or likeness in any press release, marketing materials, or other public announcement without receiving the University's prior written approval.

**12. Execution**

This Agreement will become effective on the date the last party executes the Agreement and will remain in effect until its term expires or the Agreement is terminated.

**IN WITNESS WHEREFORE**, SHSU and School have executed this Agreement to be effective as of the Effective Date.

**SHSU:**

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Dr. Sumanth Yenduri  
Provost and Sr. Vice President for  
Academic Affairs  
Sam Houston State University

**SCHOOL:** Dickinson ISD



**NAME**

Dr. Rebecca Brown  
Dickinson Independent School District  
Superintendent

## Exhibit A

### I. Eligible Courses

1. SHSU and School will work together to identify dual credit courses that may be offered under this Agreement. Certain courses may be excepted, including but not limited to, competitive entry allied health program courses and any courses that have additional requirements (e.g., Emergency Medical Services Program classes that require participants to be at least 18 years of age).
2. Eligible courses *may* be offered at the (School, University, or Online), as agreed upon by both the School and SHSU.
3. Establish Course(s)
  - a. School must request, in writing, to offer a dual credit course on the School's campus. The request must include the course title, course rubric, School faculty member (See Section VIII for faculty criteria), course location, and course meeting times. Requests must include dual credit courses for the academic year (fall semester and spring semester). Requests must be submitted to the SHSU Director of Transfer Partnerships and Early College Credit.
  - b. For courses that begin in the fall semester, SHSU must be notified no later than the first working day in June. For courses that begin in the spring semester, SHSU must be notified no later than the first working day in November.
  - c. If the request is approved by SHSU's academic chair(s) and Provost, the course will be added to the SHSU schedule. Until this process has occurred, Students will not be able to register for the course(s). The approved course schedule will be shared with the School.

### II. Student Eligibility

1. A high school student is eligible to enroll in dual credit courses if the student ([THECB Chapter 4 Subchapter D Rule § 4.85](#)):
  - a. is not a degree-seeking student as defined in §4.83(10) of this subchapter (relating to Definitions);
  - b. demonstrates that the student is exempt under the provisions of the Texas Success Initiative (TSI);
  - c. demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative as set forth in §4.57 of this chapter (relating to Texas Success Initiative

Assessment College Readiness Standards) on relevant section(s) of an assessment instrument approved by the Board as set forth in §4.56 of this chapter (relating to Assessment Instrument), the Texas College Bridge, or other mutually-agreed upon and state-supported program; or

- d. Meets the eligibility requirements for a Texas First Diploma under §21.52 of this title (relating to Eligibility for Texas First Diploma).
2. In addition, a high school student is eligible to enroll in dual credit courses if the student applies and is admitted to the University as a dual credit student.
3. Students must meet all of the University's regular prerequisite requirements designated for that course.
4. An institution may require a student who seeks to enroll in a dual credit course to meet all the institution's regular prerequisite requirements designated for that course (e.g., a minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
5. An institution may impose additional requirements for enrollment in specific dual credit courses that do not conflict with this subchapter (THECB Chapter 4 Subchapter D Rule § 4.85).
6. An institution is not required, under the provisions of this section, to offer dual credit courses for high school students (THECB Chapter 4 Subchapter D Rule § 4.85).
7. It is strongly recommended that the background and maturity level of the student be considered prior to registration in any college credit course.
8. WECM Course(s): Students applying for dual credit course(s) with the intent of pursuing a Level 1 Certificate are not required to be TSI complete. However, students may be required to meet TSI requirements for applicable degree changes or courses that require a satisfactory score on the TSI.

### **III. Admissions and Registration**

1. Counseling Sessions
  - a. College personnel will provide the ISD Administration and counselors with necessary information concerning the dual credit course(s) for scheduling and registration of students.
  - b. A student may replace a grade by repeating a course, in a later term. In the case of repeated courses, all grades will remain on the

transcript, however, only the highest grade will be used to calculate the grade point average.

2. SHSU will provide a student application checklist that will identify the steps in completing the application process. The student and the parent/guardian should review the checklist and verify the respective application steps have been completed.
3. In accordance with Texas Education Code 51.9192, all entering students are required to show evidence of initial bacterial meningitis vaccine or a booster dose during the five-year period preceding and, at least 10 days, prior to the first day of the first semester in which the student initially enrolls, unless the student qualifies for an approved exemption, or waiver from the vaccine. SHSU requires students to submit either their evidence of vaccine or one of the approved methods of waiver from the vaccine before being able to register for classes or secure on campus housing.
4. School will:
  - a. Provide advising and disseminate dual credit program information to students and parents.
  - b. Provide course descriptions and course syllabi to students and parents for review during the approval process for students.
  - c. Facilitate Dual Credit Applications
    - i. Provide instruction and guidance in completing and submitting the SHSU Polytechnic College or "Apply Texas" application. With enough advanced notice, the ISD can request that an SHSU representative come to the ISD in-person to assist with student applications.
    - ii. Generate and submit an official high school transcript using Texas Records Exchange (TREx) or by mail to Sam Houston State University, Undergraduate Admissions Office, Box 2418 Huntsville, TX 77341-2418, Office of Student Success  
P.O. Box 10043 Beaumont, TX 77710.
    - iii. Identify students that may require additional documents.
5. Residency

- a. Students must meet the Texas residency requirements to qualify for in-state tuition rates. This process can be started by completing the admissions application residency section completely and accurately.

## 6. Timeline

- a. Students applying for admission to SHSU should complete the application and submit required documentation well in advance of the Semester and Year for which they are applying. The following should serve as a timeline guide for the respective semesters:
  - i. FALL Semester - August 1<sup>st</sup>,
  - ii. SPRING Semester - December 1<sup>st</sup>,
  - iii. SUMMER Semester (s) - May 1<sup>st</sup>

## 7. Registration and Census

- a. College and Dual Credit Faculty teaching dual credit courses are required to check their class rosters during the first week of classes to make sure that all students attending the class are enrolled in the dual credit course and are required to refer any students not on the roster to the appropriate School District counselor and the SHSU Director of Transfer Partnerships and Early College Credit. Any student not listed on the roster by the 12th day of class (Census Day) will not be enrolled in the dual credit course.

# IV. Course Curriculum, Instruction, and Grading

## 1. Curriculum

- a. Dual credit courses are college classes and have the academic rigor expected in all college coursework.
- b. College courses will be taught according to the approved college syllabus.

## 2. Curriculum Alignment

- a. Curriculum Coordination:  
The School assumes responsibility for Texas Essential Knowledge and Skills (TEKS) and other elements of high school instruction.
- b. Faculty Collaboration and Review:  
The School and SHSU faculty teaching the same or equivalent courses shall meet each semester to review curriculum alignment, instructional methodology, course materials, assessment standards,

and student learning outcomes. These meetings are intended to ensure that the dual credit courses maintain the same content, rigor, and quality as corresponding courses offered on the college campus, consistent with TAC §4.84(b)(18).

### 3. Quality Assurance

- a. SHSU and the School will jointly monitor and evaluate the quality of instruction in all dual credit courses. Oversight will include classroom observation, review of syllabi, student learning assessment data, and adherence to accreditation standards set by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the Texas Higher Education Coordinating Board (THECB), and local institutional policies.

### 4. Continuous Improvement

- a. Findings from curriculum reviews and instructional evaluations will be used to inform professional development opportunities, improve teaching effectiveness, and ensure continued compliance with state, institutional, and accreditation requirements.

### 5. Instruction and Schedule

- a. Dual credit courses taught by SHSU faculty and/or School faculty will be taught in accordance with the SHSU schedule and Academic Calendar.
- b. All courses taught for dual credit must meet the instructional minutes required by the Texas Higher Education Coordinating Board.
- c. Contact Hours Pertaining to Dual Credit Students - Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories.
- d. Dual credit classes will follow SHSU's Academic Calendar. Exceptions may be arranged through collaboration between SHSU and the School district. When the requested exception involves the Final Exam Schedule for full semester classes, the Provost will be involved in any decision. SHSU requires that the Provost approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams.
- e. The student and/or parent(s) shall be responsible for the student's transportation and accept all liability for any courses taken on the SHSU campus.

- f. College instructors must comply with all applicable rules governing attendance, classroom management and record keeping while conducting courses on the high school campus.
  - g. The School will work with SHSU so college personnel will have the opportunity to monitor the quality of instruction in compliance with SHSU's course syllabus, and the standards established by the State of Texas, SACSCOC, and the School.
  - h. SHSU strongly encourages the School to ensure that dual credit courses taught via distance learning are assigned a facilitator for proctoring and monitoring the dual credit course and students.
  - i. Workforce programs offered as dual credit will meet requirements set forth by the University and its accrediting and oversight bodies.
6. Location of Courses (courses may be offered at the School or Online)
- a. Students taking courses from SHSU will adhere to the standards for student behavior outlined in the syllabi and/or Student Code of Conduct as applicable.
  - b. Courses offered via embedded/credentialed instruction (School-provided instruction at the local high school campus) must meet the same course, instructor, and student support requirements as coursework delivered on the SHSU campus.
  - c. If greater than 25% of a credential will be offered at the School (face-to-face, in-person instruction), SHSU shall notify the Southern Association of Colleges and Schools (SACSCOC) of the Off-Campus Instructional Site (OCIS). Prior to 50% of a credential being offered at the OCIS (face-to-face, in-person instruction), SHSU shall submit the required SACSCOC OCIS documentation for approval. OCIS notifications and approvals are not required for online instruction.
  - d. Courses provided on the School campus will use the local School equipment, classroom space, and lab environment. SHSU personnel will evaluate this space to determine whether it meets the standards for instruction. In the case of third-party licensing or academic sites (i.e., TDLR, Microsoft Academy, Cisco Academy, etc.), SHSU may defer to the third-party licensing standards for classrooms, labs, and equipment if applicable.
7. Grading
- a. Grading will be consistent with the grading policy in the SHSU course syllabus. Audit grades are not allowed.

- b. Student grades will be reported to the School at the end of the semester to the person or office designated by the School to receive this information.
- c. Final grades for students must be submitted electronically by the faculty member assigned to the course. Faculty assigned to the course will use the SHSU Final Grade Entry Process for guidance on grade entry. All grades must be entered by the deadline posted on the SHSU Academic Calendar.
- d. Students placed on Academic Probation or Academic Suspension following end of term processing must receive appropriate advising prior to enrolling in a subsequent term.

## **V. Advising**

The School and University will establish common advising strategies and terminology related to dual credit and college readiness, provide for the alignment of endorsements described by Texas Education Code § 28.025(c-1), and identify tools to assist school counselors, students, and families in selecting endorsements offered by SHSU. Academic advisors are available to assist students with a variety of academic services, including admissions, testing, advising, registration, referral of campus and community resources, add/drop/withdrawal process, transfer planning, and graduation process. A student enrolled in a dual credit course shall file a degree plan with the college no later than the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of fifteen (15) or more semester credit hours of course credit for dual credit courses successfully completed by the student.

## **VI. Use of Dual Credit Courses**

Approved dual credit courses will be used to fulfill applicable high school graduation requirements, including core academic subjects or elective credits, as determined by the high school and consistent with state and local graduation policies.

## **VII. Transcription of Credit**

In accordance with Title 19, Texas Administrative Code (TAC), §4.85(h), both the University and the School shall immediately transcript the credit earned by a student upon the student's completion of the performance required for the course.

1. The University will record the earned college credit on the student's official college transcript once final grades have been submitted.
2. The School will award and record corresponding high school credit on the student's official high school transcript concurrently.

3. This process ensures that students receive timely recognition of their academic achievement and that credit is applied toward both secondary and postsecondary educational goals.

#### **VIII. Record Accuracy and Integrity:**

Both institutions agree to maintain accurate academic records in compliance with institutional policies, the Texas Education Code, and the requirements of TAC §4.85 to ensure the integrity and transferability of earned dual credit.

#### **IX. Dual Credit Program Policies**

1. College instructors teaching on the high school campus during regular school hours will be required to attend organizational meetings, when requested.
2. It will be the responsibility of the ISD Administration to ensure that high school instructors teaching dual credit courses abide by the conditions of this agreement.
3. Dual credit instruction must be provided for dual credit students only. School students and dual credit students may not receive instruction in the same classroom at the same time.

#### **X. Faculty Selection, Supervision and Evaluation**

1. Selection
  1. Instructors for college courses offered at the School during regular school hours are to be agreed upon mutually by the School and SHSU personnel in accordance with locally established procedures.
  2. Dual credit faculty members must meet the criteria specified by SHSU and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), which are listed as Standard 6.2.a on the Faculty Credential Table located at <https://sacscoc.org/app/uploads/2019/07/faculty-credentials.pdf>.
  3. Procedure to approve high school dual credit faculty:
    - a. The School administration must recommend personnel to teach dual credit classes. The School administration must submit the recommendation in writing, along with copies of credentials that support the recommendation. Documents must include official transcripts and resumes. Other documents may include copies of licenses, work verification, etc.
    - b. The School administration and the SHSU Provost or designee will mutually agree upon the faculty members assigned to teach dual credit classes on the School campus. If no agreement can be reached

about any faculty member assigned, the course will not be taught as a dual credit course.

- c. The SHSU Department Chair or designee will recommend the new hire for dual credit instruction.
  - d. The new hire must provide all documents required by the SHSU Human Resources Department.
  - e. All documents must be submitted at least thirty (30) days before the faculty member teaches a dual credit course(s).
  - f. Notification of changes of faculty assignments at the School should be discussed no later than the dates provided below:
    - i. FALL Semester – June 1<sup>st</sup>,
    - ii. SPRING Semester – November 1<sup>st</sup>,
    - iii. SUMMER – April 1<sup>st</sup>
4. All dual credit courses will be evaluated. The evaluation process will follow the same evaluation process used for all University courses.
  5. The School faculty teaching the dual credit course at the School will do so as part of a regular teaching assignment. Such instructors will comply with the University's standards for instruction. The University must approve all instructors prior to any teaching. Any changes in teaching assignments must be approved by the University.
  6. The School shall provide, free of charge, a School employee or other individual approved by the University to proctor all assessments as needed for online dual credit courses, to serve as a student mentor, to receive student performance email notifications, and any other reasonably necessary duties to facilitate this MOU.
2. Faculty Background Screening.
1. SHSU faculty who teach dual credit courses on the high school campus may be required to undergo background screening conducted by the school district. SHSU will be responsible for ensuring that all such employees have been screened by the school district prior to their teaching assignment.

2. Although the school district cannot make decisions related to the employment of SHSU faculty, they can use the results of the background screening to prohibit such personnel from teaching on the high school campus.
  3. SHSU will be responsible for the costs associated with the background screening for SHSU employees.
  4. The School will be responsible for the costs associated with the background screening for School employees.
3. Faculty Evaluation.
1. Evaluation of instructors on high school campuses shall be conducted by SHSU as follows:
    - a. The ISD Administration will inform each instructor that he/she will be involved in an evaluation program conducted by SHSU and that this program will not be used to determine the employment status of the instructor. The information should be provided to the instructor prior to being assigned a dual credit class.
    - b. SHSU will identify the college administrator who will be conducting the evaluation program at each high school and provide the name of such person prior to the beginning of each school year to the ISD Administration.
    - c. The SHSU evaluator will review the evaluation program with the instructor. The review shall include a full explanation of each evaluation instrument and an assurance that none of the forms will be placed in the instructor's personnel file at the school district office. Each instructor will be provided with a copy of each evaluation instrument. The ISD Administration, SHSU evaluator, and instructors will decide collaboratively how and when the evaluation will be implemented. The decision should include the following:
      - i. Date the Faculty Evaluation form will be given to students and procedures for collection.
      - ii. Month of school year that classroom observations will be conducted and should include: who will conduct the observation, number of observations, and procedures of scheduling pre and post observation conferences.
      - iii. The manner in which the Faculty Evaluation form will be completed and how it will be shared with the instructor. The faculty will receive a personal copy of the evaluation. Only upon the faculty member's request and/or approval will a copy be

shared with school or district personnel. This summative conference should occur no later than 10 days after the last observation.

- iv. The SHSU evaluator, upon the request of the ISD Administration, will coordinate with the ISD Administration for the purpose of discussing the program and decide upon a time when the ISD Administration and evaluator will schedule an orientation meeting. The orientation meeting should be scheduled during the first month of the new school year.

## **XI. Academic Policies and Student Support Services**

### **1. Students with Disabilities**

- a. SHSU students enrolled in SHSU classes at School campus will follow the procedures to request services as outlined by [SHSU Services for Students with Disabilities](#) (SSD) office. The student will complete the SHSU online intake form and be scheduled for an intake appointment with an accommodations counselor. Upon determination by SSD of a qualifying disability and the need for a reasonable accommodation following the intake process, it will be the responsibility of the SHSU SSD office to provide for/arrange the necessary accommodations. If services are available at the School campus, SHSU may partner with the School campus disability department to coordinate and provide the needed services.

### **2. Confidentiality**

- a. Each party acknowledges that each party will send and receive information on students which is considered confidential under federal and Texas laws.
- b. Each party agrees to protect and hold confidential information except by written authorization from the student and/or parent, or unless otherwise authorized or required by law or rules.

### **3. Attendance**

- a. SHSU agrees to:
  - i. Coordinate and confirm with School personnel SHSU dual credit registrations at least one week prior to the first day of class.
  - ii. Coordinate and confirm with School personnel, when a student drops or withdraws from a course.

- iii. Notify School personnel when a student has unexplained absences or is in jeopardy of failure.
- b. The School will supervise a change in student enrollment status.
  - i. Notify the SHSU Director of Transfer Partnerships and Early College Credit about a student's intent to drop or withdraw from course(s). An SHSU Drop must be processed by the student via the SHSU online registration portal. To withdraw, a Withdrawal Form must be completed, signed by the student, and submitted to SHSU. Both drop and withdrawal deadlines for the respective semester are indicated on the SHSU Academic Calendar. The School will assure that the student completes the SHSU Drop process or Withdrawal Form to change their enrollment status.
- c. The School holds the responsibility for verifying rosters and attendance for all dual credit students. In the event that students are not formally dropped or withdrawn by the specified deadline, the financial obligation for any associated tuition and fees will fall upon the student or the School.

## **XII. Complaints about Student Conduct, Student Discipline, and Student Complaints**

1. In the event that a student enrolled in the dual credit program taught at the University engages in conduct that would result in disciplinary action against a University student, the University agrees to advise the School of the conduct prior to the finalization of any disciplinary action against the student. However, the University may remove a student from the course or from the premises in the event that the student engages in conduct that is considered to be disruptive, dangerous, or threatening to others, without prior communication with the School.
2. Students enrolled in dual credit educational programs are subject to the academic and disciplinary policies and standards of both University and School. The University and School agree to inform the other if a dual credit student is subject to disciplinary action that may affect their status as a dual credit enrolled student prior to the finalization of any disciplinary action against the student.
3. If the student is dismissed by the School, the University will resign the student from the course(s) in the term of the student's enrollment, and grade of W will appear on the student's academic transcript for each course for that term.

4. Student grievance(s) or complaint(s), regarding the dual credit course(s), are governed by SHSU policy, Academic Grievance Procedures for Students ([APS 900823](#)).

### **XIII. Funding**

#### 1. Tuition

- a. The School and/or the student's Parent/Guardian will pay tuition and fees as determined at each respective high school campus for students enrolled in dual credit courses.
  - b. The School will be billed for tuition and fees at the dual credit rates according to TSUS Board of Regent's Policies.
  - c. Tuition rate is \$50.00 per Semester Credit Hour if the course is taught by an SHSU instructor.
  - d. Tuition rate is \$50.00 per Semester Credit Hour if the course is taught by a School instructor.
2. SHSU reserves the right to cancel course sections in which enrollment is less than 10 students. Minimum enrollment of 10 may be comprised of students from multiple districts.
  3. For programs requiring professional liability insurance, the required professional liability insurance will be paid by the School. SHSU will bill the School for these fees. Tuition and Fees are due before the end of the semester in which students are enrolled.
  4. Tuition and Fees are subject to change without notice by action of *The Texas State University System*.
  5. FAST Information
    - a. Students eligible for the Texas Higher Education Coordinating Board's (THECB) Financial Aid for Swift Transfer (FAST) program will incur no cost for their dual credit coursework. An eligible student will not pay tuition or fees for an eligible dual credit course. Books, supplies, and other course materials must also be provided by the School at no cost to an eligible student. The University shall confirm a student's eligibility for FAST directly with the THECB, which is based on data provided from ISDs and charter schools to the Texas Education Agency (TEA).
    - b. For each non-FAST high school student enrolled in a dual credit course, the School will pay designated tuition in the amount of \$50 per credit-hour per student of the University course. The number of credit-

hours associated with each course coincides with the second digit of the four-digit course number. For example, MATH 1342 is a 3 credit-hour course.

- c. On or after the 12th University class day, an invoice will be sent from the University to the School requesting the amount per credit hour, per student enrolled on the 12th class day, regardless of any student resignations later in the semester.

## 2. Payment Deadlines

- a. Student bills must be paid by the due date, set by SHSU's Student Account Services, and communicated by the SHSU personnel to avoid being dropped. This payment date will not extend past the 20<sup>th</sup> day of classes.
- b. The School holds the responsibility for verifying rosters and attendance for all dual credit students. In the event students are not formally dropped or withdrawn by the specified deadline (the 12<sup>th</sup> class day), the financial obligation for any associated tuition and fees will fall upon the student or the School.

## **XIV. Textbooks and Instructional Supplies**

1. In the event the course(s) require textbooks, it is the responsibility of the School to:
  - a. Supply students with textbooks currently adopted by SHSU and basic instructional supplies.
  - b. Purchase, store, and maintain textbooks used in the dual credit course(s).
2. Responsibility of SHSU
  - a. Provide the ISD Administration with a current list of adopted textbooks by the first working day in May.
  - b. Review request for exceptions to textbook selection and approve textbooks that adequately meet the curriculum objectives for the college dual credit courses.
  - c. Require new textbook adoptions only as needed due to book wear and tear, with a three-year minimum established for each academic course textbook adoption. The same policy will apply for technical courses, with the exception of changes in industry standards that necessitate the adoption of a new textbook.

3. The School and University will consider the use of free or low-cost open educational resources in courses offered under the program.
4. Student(s) may be required to provide, at his or her own expense, additional materials such as safety glasses, uniforms, safety shoes, kits, etc.

## **XV. Financial Aid for Swift Transfer**

### **1. Purpose**

- a. This section outlines the Parties' respective responsibilities in administering financial aid for eligible dual credit students under the Financial Aid for Swift Transfer (FAST) program, as authorized by Texas Education Code (TEC) §28.0095 and implemented under Title 19, Texas Administrative Code (TAC), Chapter 13, Subchapter Q.
- b. The purpose of this program is to ensure that eligible high school students have access to financial assistance for tuition and fees associated with dual credit courses, in accordance with TAC §4.84(b)(9) and §4.84(b)(19), which require clear delineation of financial responsibilities and coordination of data sharing between partners.

### **2. Responsibility of the School**

- a. **Identification of Eligible Students:**  
The School shall identify and verify students eligible for tuition and fee assistance under the FAST program using current eligibility for free or reduced-price lunch or other approved economic indicators as outlined in TAC Chapter 13, Subchapter Q.
- b. **Submission of Eligibility Data:**  
The School shall provide the SHSU Financial Aid Office with a completed FAST Eligibility Report each semester, no later than the established submission deadline (typically by early August for fall and early February for spring). The report shall include:
  - Student name and TSDS ID;
  - Verification of economic eligibility status; and
  - Any additional information required by THECB for FAST reporting and reimbursement.
- c. **Data Accuracy and Corrections:**  
The School is responsible for ensuring the accuracy of all submitted

data. If a student is incorrectly identified as eligible for FAST tuition assistance, the School will provide an alternate means of payment, either by assuming the tuition cost as a district expense or by invoicing the student/family directly, consistent with local policy.

d. Recordkeeping:

The School will maintain all documentation supporting student eligibility and provide such records upon request to SHSU or the Texas Higher Education Coordinating Board (THECB) for audit or verification purposes.

3. Responsibility of SHSU

a. Communication and Deadlines:

SHSU will communicate to all partner ISDs the reporting deadlines and data submission requirements for each long semester, consistent with FAST program reporting timelines set by THECB.

b. Verification and Reconciliation:

Upon receipt of eligibility reports, SHSU will verify student data against institutional records and communicate any discrepancies to the ISD for resolution prior to the census date.

c. Award Processing and Transcription:

SHSU will apply the FAST tuition and fee waivers to eligible students' accounts and will ensure that the award is recorded in the student's institutional financial aid record in compliance with TAC Chapter 13, Subchapter Q.

d. Reporting and Compliance:

SHSU will report student participation, award disbursement, and enrollment outcomes to the THECB in accordance with established state reporting requirements under TEC §28.0095 and TAC §13.500–13.506.

## Exhibit B

### I. Course Crosswalk

1. The following is a list of University courses that may be available to be taught as high school dual credit. The TEKS alignment of high school coursework is determined and approved by the high school.

Course Number	SHSU Course Title	TEKS Course	Course Credits	Endorsement
CPMT 1305	IT Essentials 1: PC Hardware and Software	Computer Maintenance	3	STEM
ITSY 1300	Fundamentals of Information Security	Foundations of Cybersecurity	3	STEM
ITSY 1342	Information Technology Security	Foundations of Cybersecurity	3	STEM
ITSC 1305	Introduction to PC Operating Systems	Computer Maintenance	3	STEM
ITNW 1325	Fundamentals of Networking Technologies	Networking	3	STEM
ITNW 1309	Fundamentals of Cloud Computing	Networking	3	STEM
ITSY 2300	Operating System Security	Practicum in Information Technology	3	STEM
ITSY 2301	Firewalls and Network Security	Practicum in Information Technology	3	STEM
ITSE 1359	Introduction to Scripting Languages	Practicum in Information Technology	3	STEM
ITSY 2341	Security Management Practices	Practicum in Information Technology	3	STEM

2. The course modality will be asynchronous online.