

September 1, 2023

Dr. Stacy Johnson
Banquete High School
P.O. Box 369
Banquete, TX 78336

Dear Dr. Johnson ,

In preparation for the 2023-2024 academic year, we are sending you the *Early College Program Memorandum of Understanding*. This agreement defines the roles, responsibilities, and expectations of our respective institutions as they align with HB1638 State Goals. Some of its topics include:

- Eligible Courses
- Student Eligibility
- Location of Classes
- Student Composition of the Class
- Faculty Selection, Supervision, and Evaluation
- Course Curriculum, Alignment, Instruction, and Grading
- Academic Policies and Student Support Services
- Courses of Study
- Funding
- And more

We have enclosed two original agreements executed by Del Mar College. Please sign both agreements, return one in the enclosed self-addressed stamped envelope provided for your convenience, and keep the second original for your files.

For further information related to dual credit and/or the Early College Program, you may contact Mr. Robert Montez, Del Mar College Director of Early College Programs, by phone at (361) 698-1634 or via email at rmontez8@delmar.edu.

We appreciate your commitment to this program and look forward to another successful academic year.

Sincerely,

Dr. Jonda Halcomb
Vice President and Chief Academic Officer

Enclosures

**MEMORANDUM OF UNDERSTANDING
BETWEEN DEL MAR COLLEGE DISTRICT AND BANQUETE INDEPENDENT SCHOOL
DISTRICT DUAL CREDIT AND CONTINUING EDUCATION PROGRAMS**

Del Mar College (**DMC**) and Banquete Independent School District (**BISD**) enter into this Memorandum of Understanding and Articulation Agreement (collectively hereinafter “Agreement”) concerning the concurrent enrollment of students at **BISD** and **DMC** for simultaneous academic high school and college credit and continuing education programming.

This Agreement defines the roles, responsibilities, and expectations of **DMC** and **BISD** for dual credit and continuing education. In accordance with H.B. No. 1638, those elements of this MOU specifically aligning with state dual credit goals (**SDCG**) are outlined in Appendix II and are identified as such.

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

I. ELIGIBLE COURSES

- A. Courses offered for dual credit by **DMC** must be contained in the core curriculum of the institution providing the credit, career and technical education courses, or foreign language courses (TAC §4.85). Dual credit courses that are completed as part of an approved early college education program under TEC 29.908 or as part of an early college program defined in TAC §4.83 must be identified as college-level academic courses in the current edition of the Texas Higher Education Coordinating Board (THECB) Lower Division Academic Course Guide Manual (ACGM), as college-level technical education courses in the current edition of the Coordinating Board’s Workforce Education Course Manual (WECM), or in a university’s approved undergraduate core courses.
- B. Continuing education courses under H.B. No. 8 must proceed to select Career Technical Education (CTE) and/or a credential of value in a high demand workforce education related program of study in accordance with the current edition of WECM and as prescribed by the THECB rules and policies.
- C. **DMC** does not offer remedial and developmental courses for dual credit.
- D. Students enrolling in classes with **DMC** must proceed towards both high school credit and college credit as well as align with the following: 42-hour Texas Common Core, certificates and up to 60 credit hours towards the student’s intended college pathway or earn transferrable credit towards a baccalaureate degree.
- E. Students who declare a major leading to either a CTE certificate or an Associate degree may also enroll in academic dual credit courses limited to the five general education courses needed to obtain the AAS degree while not exceeding the limitation on dual credit courses per semester described above.
- F. **DMC** and **BISD** enter an agreement of allowing students to enroll in courses leading to a State board approved certificate, AA, AS, AAT, or AAS degree program as defined in Title 19, Part 1, Chapter 9, Rule 9.1-Definitions Administrative Code (19 Tex. Admin. Code § 9.1). Expansion of the courses and programs offered at a location is subject to the policies and deadlines of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). **DMC** must seek approval from SACSCOC to offer 50% or more of a certificate or degree at a location based on the following SACSCOC deadlines: In order to have adequate time to research, write, and process the SACSCOC-required proposals, all requests to expand or start new programs must be submitted to **DMC** by November 1 to start in the following Fall Semester and by May 1 to start in the following Spring Semester. Requests are processed in the order in which they are received from all **DMC** locations.
- G. Any TEKS not covered by the College course will be taught by the high school and accounted for separately from the required content of the college course.

II. PARTNERSHIP RESPONSIBILITIES (SDCG-1, 2, and 3)

- A. **DMC** and **BISD** will collaborate on the following requirements as per the State goals mandated in H.B. No. 1638, (as codified in Texas Education Code 28.009):
 - 1. **DMC** hosting updated “Dual Credit 101” and Continuing Education orientation sessions for **BISD** high school counselors;
 - 2. **DMC** and **BISD** posting dual credit information on their individual web pages reflecting the most current information;
 - 3. **DMC** and **BISD** creating a marketing campaign on dual credit and continuing education benefits;
 - 4. **DMC** and **BISD** documenting and summarizing outreach efforts;
 - 5. **DMC** and **BISD** ensuring student college readiness with respect to qualifying for and succeeding in entry-level, credit-bearing college courses leading to an associate degree or certificate without the need for remedial or developmental course work.
- B. As outlined in H.B. No. 8, **DMC** and **BISD** will collaborate on the requirements listed in Appendix I
- C. **DMC** and **BISD** will collaborate to provide a course equivalency crosswalk or other methods of equating high school courses with continuing education courses and college courses that identify the number of credits that may be earned for each course completed through the dual credit (refer to Appendix III) or Continuing Education Program.
- D. If **BISD** is requesting a letter of support or partnership from **DMC**, then **BISD** must provide **DMC** a complete application for review at least 14 working days prior to any grant deadline.
- E. **DMC** and **BISD** agree that in the event of an unforeseen event posing a health and safety risk such as a natural disaster or public health emergency, on campus in-person courses and labs may be transitioned into remote, online learning as deemed appropriate. **DMC** faculty and instructors will work with students to minimize impact and provide accommodations for courses that cannot fully transition online.

III. STUDENT ELIGIBILITY FOR DUAL CREDIT

Students from **BISD** are eligible to enroll in **DMC**’s dual credit program no earlier than the spring semester of their 9th grade year and with approval from their school district. **DMC** requires **BISD**’s dual credit students to follow the College’s enrollment procedures, guidelines, deadlines, and regular prerequisite requirements designated for that course (e.g., minimum scores on a specified placement test, minimum grade in a specified previous course, etc.). Certified documentation includes official high school transcript, final middle school report card (stating the promotion to 9th grade) and / or a letter on **BISD** letterhead (certifying student was promoted to 9th grade). The Dean of Student Outreach and Enrollment Services at **DMC** and the **BISD** high school counselor must approve the application. A **BISD** high school student is eligible to enroll in:

- A. **DMC** academic dual credit courses if the student:
 - 1. Effective January 11, 2021, demonstrates the following minimum college readiness standards (also known as "cut scores") for English Language Arts Reading (ELAR) and Mathematics on the TSI Assessment, Version 2.0 (TSIA2) shall be used by an institution to determine a student's readiness to enroll in entry-level freshman coursework:
 - a. Mathematics (for college-level coursework with mathematics-intensive designation by the offering institution):
 - i. Have a College Readiness Classification (CRC) score of at least 950; or
 - ii. Have a CRC score below 950 and a Diagnostic level of 6; and
 - b. ELAR (for college-level coursework with reading, writing, or reading and writing-intensive designation by the offering institution):
 - i. Have a CRC score of at least 945 and an essay score of at least 5; or
 - ii. Have a CRC score below 945 and a Diagnostic level of 5 or 6 and an essay score of at least 5; or
 - 2. Prior to January 11, 2021, demonstrates college readiness for reading, writing and/or math-intensive courses by achieving the minimum passing standards under the

- provisions of the Texas Success Initiative authorized by Texas Education Code Sec. 51.333 and specified in the Texas Administrative Code, Chapter 4, Subchapter C, Section 4.57 as follows: Reading-351, Math-350, Writing placement score of at least 340 and an essay score of at least 4 or a placement score of less than 340 and an ABE Diagnostic level of at least 4 and an essay score of at least 5; or
3. The student achieves a score of 4000 on the English II STAAR EOC and/or a score of 4000 on the Algebra I STAAR EOC or a score of 4000 on the Algebra I STAAR EOC and in conjunction, a passing grade in the Algebra II course relevant to the courses to be attempted; or
 4. On a PSAT/NMSQT exam administered on or after October 15, 2015, the student achieves a score of 460 on evidence-based reading and writing test and/or a score of 510 on the mathematics test relevant to the courses to be attempted; or
 5. The student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics and/or English or a mathematics score of 431 and/or an English score of 435 on the ACT-Aspire relevant to the course to be attempted; or
 6. On an SAT exam taken on or after March 5, 2016, and taken within 5 years from the testing date, the student must achieve a 480+ on evidence-based Reading and Writing and a 530+ in Mathematics; or
 7. On an ACT exam taken prior to February 15, 2023, and taken within 5 years from the testing date, the student must achieve a 23 Composite AND an English 19 and/or a 23 Composite AND a Mathematics 19.
 8. On an ACT exam taken on or after February 15, 2023, and taken within 5 years from the testing date, the student must achieve a combined score of 40 on the English and Reading (E+R) tests and/or a score of 22 on the mathematics test.
- B. 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 shall not be required to provide a demonstration of college readiness for dual credit enrollment eligibility.
 - C. An **BISD** student who is exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.
 - D. **BISD** shall assess each student for college readiness to engage in any college-level curriculum offered for college credit prior to the student's enrollment in such curriculum.
 - E. For this assessment **BISD** may use any instrument otherwise approved by the Board for Texas Success Initiative purposes in accordance with §4.54 (relating to Exemptions, Exceptions, and Waivers), §4.56 (relating to Assessment Instrument), and §4.57 (relating to College Ready and Adult Basic Education (ABE) Standards) of the Texas Administrative Code.
 - F. After the assessment, **BISD**, using guidelines established by **DMC**, shall determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.
 - G. **DMC** programs of study may impose additional requirements for enrollment in courses for dual credit and continuing education that do not conflict with this section.
 - H. **DMC** may require some students to pass eligibility requirements by external entities or pass physical assessment(s) by program requirements. (Examples would be drug screen, criminal history/background check, or interviews with faculty.)
 - I. Each **DMC** college class that a high school student enrolls in must substitute for a high school course that meets Texas Education Agency's (TEA) high school graduation requirement.
 - J. **DMC** and **BISD** agree that **BISD** students are allowed to enroll in up to 15 college credit hours per fall and spring semesters (including 8-week semesters), 6 college credit hours per summer semester. Students may only enroll in courses that align with a student's high school graduation plan.
 - K. High school students enrolling in college courses that do not meet the dual credit eligibility requirement, as stated in HB505, must enroll as an "Early Admissions" student, and complete the "Request for Early Admission" form and requirements found on the **DMC**'s admissions site. Tuition cost for "Early Admissions" will be equivalent to the price of traditional **DMC** students. Additional out-of-district costs may also be applied.

- L. **BISD** students are to enroll in college course(s) that are paired to a high school course required for graduation and where the student will receive credit for the course on both the college and the high school transcripts as per Texas Education Code (TEC) §28.009.
- M. **DMC** is not required under the provisions of this section to offer dual credit courses for high school students.

IV. **CONTINUING EDUCATION ENROLLMENT PROCEDURES**

Students must complete and/or submit all original documents to the Continuing Education Department at **DMC**. All original documents shall remain with the Continuing Education Department at **DMC**. Once eligibility is determined, eligible students will be allowed to register. An **BISD** student will need to complete the following procedures:

- A. Complete a **DMC** Registration Form which must be signed by the student, parent/guardian, high school counselor/principal and a **DMC** official;
- B. For specialized programs complete an application packet and provide requested documentation (varies by program) which may include but is not limited to immunizations and current COVID-19 vaccination, criminal background check, drug screen, and documentation of health history.

V. **LOCATION OF CLASS**

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

- A. The **BISD** high school campus: **BISD** will work with **DMC** to ensure that the high school's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction which includes the following:
 - 1. Ensure that college faculty and dual credit and continuing education students on the first day of each semester have all relevant instructional resources including required books and computer hardware and computer software for accessing courses, completing, and submitting coursework, and secure testing.
 - 2. Permit access to the College's electronic learning resources.
 - 3. For high schools offering science courses, the schools shall meet the laboratory safety standards and have material/equipment that complies with the College's science course program requirements.
 - 4. Schedule courses to meet state-mandated contact hours required for college and continuing education courses.
 - 5. Designate a classroom for the college dual credit and continuing education classes.
 - 6. Assure no interruptions take place in the College dual credit or continuing education class while in session such as removing students for high school activities.
- B. **DMC** Campus(es) and Center(s): **DMC** may offer dual credit and continuing education courses at any of the following locations:
 - 1. Heritage Campus
 - 2. Windward Campus
 - 3. Oso Creek Campus
 - 4. Northwest Center
 - 5. Center for Economic Development
 - 6. Any official **DMC** Off-Campus Facility
- C. Electronically online
 - 1. **DMC** will:
 - a. comply with the standards and criteria of the SACSCOC; (**SDCG-4**)
 - b. adhere to criteria outlined in the Principles of Good Practice for Academic Degree and Certificate Programs and Credit Courses Offered Electronically; (**SDCG-4**)
 - c. provide students' academic support services appropriate for distance education such as advising, career counseling, library, and other learning resources; (**SDCG-3**)
 - d. provide online technical support via the Del Mar College Viking Help Desk during its regularly scheduled operating hours; (**SDCG-3**)
 - e. use the College's approved Learning Management System; (**SDCG-3**)
 - f. offer support and training for high school online course facilitators;

- g. have the right for **DMC** faculty to refuse access to **DMC** online dual credit courses for **BISD** campus facilitators/coordinators.
- 2. **BISD** will:
 - a. ensure that students who enroll in online courses complete **DMC**'s approved Learning Management System's online student orientation module/course prior to enrollment to measure student readiness; (**SDCG-3**)
 - b. provide trained, online facilitators for courses that are offered online;
 - c. ensure that **BISD** facilitators follow **DMC**'s assigned task duties that do not interfere with **DMC** faculty instruction or course assignments as outlined in the **DMC** course syllabus;
 - d. provide appropriate equipment, web camera with microphone, software including exam security software, and network access as required by **DMC** from the first day of each semester;
 - e. Assure that students have a quiet, uninterrupted environment while taking **DMC** course exams.
 - f. Assure that students are allowed the maximum time to complete their **DMC** course exams as assigned by the **DMC** instructor.
 - g. ensure that its dual credit students have required books for all dual credit courses from the first day of each semester;
 - h. ensure that district networks and network security will allow students to access all **DMC** library and learning support services electronically via the district's network.

VI. STUDENT COMPOSITION OF CLASS

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85. Dual credit courses may be composed of the following:

- A. Dual credit students only:
 - 1. **BISD** will ensure a minimum and a maximum number of enrollments mutually agreed upon by **BISD** and **DMC**'s Vice President and Chief Academic Officer (for courses taught at the **BISD** campus by **DMC** faculty).
- B. Dual credit and college students.
- C. Mixed dual and high school students only under the following conditions:
 - 1. if the course involved is required for completion under the State Board of Education's High School Program graduation requirements and the high school involved is otherwise unable to offer such a course; or
 - 2. if the high school credit-only students are College Board Advanced Placement students; or
 - 3. if the course is a career and technology/college workforce education, continuing education course, and the high school credit-only students are earning articulated college credit.

If a **BISD** high school enrolls non-dual credit high school students in a dual credit course, the high school must submit a memo with the subject line "Course Exception Report Memorandum" to **DMC** by Census Day (as defined by **DMC**). The report will include the name of the students, student ID numbers, the applicable exception, and justification. **BISD** high school must notify both the students and parents that the students have been enrolled in the class for high school credit only and will not receive college credit.

VII. FACULTY SELECTION, SUPERVISION, AND EVALUATION

DMC shall select instructors of dual credit and continuing education courses. These instructors must be regularly employed faculty members of **DMC** or must meet the same standards and approval procedures used by **DMC** to select faculty responsible for teaching the same courses at the main campus of **DMC**. Each approved dual credit or continuing education faculty member will be supervised by **DMC**'s respective department chair or designee (**SDCG-4**). Credentialing of an **BISD** embedded faculty is subject to **DMC** programmatic need, departmental adjunct faculty hiring processes and SACSCOC's credentialing requirements for the specific subject area.

The following qualifications adhere to the SACSCOC *Principles of Accreditation: Faculty Credentials Guidelines* published in April 2018.

- a. Faculty teaching general education courses at the undergraduate level: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
 - b. Faculty teaching associate degree courses designed for transfer to a baccalaureate degree: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
 - c. Faculty teaching associate degree courses not designed for transfer to the baccalaureate degree: bachelor's degree in the teaching discipline, or associate degree and demonstrated competencies in the teaching discipline.
 - d. Faculty teaching baccalaureate courses: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (minimum of 18 graduate semester hours in the teaching discipline).
- A. **BISD** will:
1. For **BISD**-employed faculty (hereby referred to as "embedded"):
 - a. assist in identifying potential dual credit and continuing education faculty;
 - b. notify **DMC** of any embedded faculty changes or absences to ensure that credentialed faculty instruct the course during the embedded faculty member's absence;
 - c. allow release time from **BISD** duties to attend the announced dual credit or continuing education professional development trainings and required **DMC** instructional departmental meetings provided by **DMC**; (**SDCG-Requirement**)
 - d. ensure that **BISD** faculty who are assigned as **DMC** embedded instructors that they use as a requirement their assigned **DMC** email account for communication with students and **DMC**;
 - e. ensure that all assigned **BISD** dual credit embedded faculty must conduct and report results of any required departmental or College-wide assessments of student learning;
 - f. ensure that embedded instructor coverage for a particular course is adequate and always available to allow for the course to proceed continuously and without interruption.
 2. For **DMC**-employed faculty and adjuncts who teach at the high school campus (hereby referred to as "on-site"), the **BISD** will:
 - a. ensure that **DMC** on-site faculty meet **BISD**'s background screening requirements and comply with required codes of conduct for public school educators;
 - b. provide faculty orientation prior to the start of the new academic year to discuss issues including, but not limited to, campus protocols, classroom assignments, equipment, network access, computer usage, safety, testing, special events, and points of contact.
- B. **DMC** will:
1. For embedded faculty: provide training, points of contact, and administrative support relevant to faculty duties including certifying class rolls, submitting class rosters by **DMC**'s Census Day (as defined by **DMC**), submitting online grades, etc.;
 2. For on-site faculty:
 - a. contact **BISD**'s dual credit or continuing education point of contact for faculty absences;
 - b. provide support via an assigned Dual Credit or Continuing Education Coordinator.

VIII. COURSE CURRICULUM, INSTRUCTION, GRADING, AND TESTING

- A. **DMC** shall ensure that a dual credit or continuing education course is equivalent to the corresponding course offered at the campus of **DMC** with respect to the curriculum, materials, instruction, and method/rigor of the student's evaluation. These standards must be upheld regardless of the student composition of the class. (**SDCG-4**)
- B. Dual credit and continuing education courses provide advanced academic instruction beyond or in greater depth than the Texas Essential Knowledge and Skills (TEKS) for a corresponding high school course.
- C. Instructional Calendar
 1. Dual credit and continuing education classes will follow the **DMC**'s Academic Calendar.

2. Exceptions may be arranged through collaboration between the **DMC** Early College Programs or Continuing Education Office and **BISD**.
- D. Instructional Materials: Textbooks and Supplemental Materials
1. **BISD** will be responsible for purchasing all textbooks, access codes, equipment, and supplemental materials required for dual credit and continuing education classes. (**H.B. No. 8 and SDCG-Requirements**)
 2. **BISD** shall make textbooks and materials available to students on the first-class day of each semester.
 3. Exceptions must be discussed with the **DMC** Early College Programs or Continuing Education Director and the **DMC** Department Chair no later than one week before the start of the semester.
 4. **DMC** faculty may choose to participate in a “pilot textbook program” with **DMC**’s onsite textbook company, Texas Book Company. Texas Book Company is a private third-party company that is located on the Heritage Campus of **DMC** and is not affiliated directly with **DMC**. The current pilot program offers selected course materials at a tuition and textbook/bundle cost. **BISD** may choose not to enroll their students into the piloted course sections. If **BISD** chooses to participate in the pilot course sections, **BISD** is responsible for understanding and adhering to the textbooks pilot options. **DMC** will provide a listing of the piloted courses to the districts at their request.

E. Grading

1. All dual credit and continuing education faculty will follow the grading criteria in the department-approved syllabus. (**SDCG-4**)
2. **DMC** will provide **BISD** midterm grades for regular long semesters (excluding summer and 8-weeks’ semesters) and end-of-semester numeric grades electronically via a secured network for dual credit and continuing education courses.
3. For dual credit courses, **BISD** will submit final semester letter grades according to **DMC**’s electronic grade submission protocol by the agreed-upon date.

F. Online Testing

1. All **BISD** students who will be taking any online exam will be required to use a web camera with a microphone and required software including exam security software.
2. **BISD** will also make proctors available to students for all **DMC** online exams throughout the fall and spring semesters if needed.
3. All test proctors must be employees of **BISD** and cannot be students, mentors, or other non-employee volunteers.
4. All testing proctors/facilitators must validate the identity of each student prior to the start of each exam. Each student is required to show a valid ID such as a current school ID, state-issued ID, or passport. If a student does not have an ID, the test will not be administered.
5. All **BISD** students are required to sign in with the test proctor/facilitator before the start of the exam. **BISD** proctors/facilitators will provide a separate sign-in sheet for each exam/class/instructor. The sign-in sheet will include the time and date of the exam.
6. **BISD** facilitators will submit scanned copies of all exam sign-in sheets to the **DMC** instructor of record and eLearning (dcproctor@delmar.edu) by email no later than 48 hours after the exam.
7. Each proctor will assist in keeping the academic integrity of the course and exams. This means maintaining an environment that fosters the prevention of plagiarism, collusion, or cheating.
8. Proctors will make allowances for additional testing materials and accessibility accommodations.
9. In the event of an emergency and courses move from face-to-face to online delivery, **BISD** agrees to work with **DMC** to implement appropriate testing strategies to maintain the academic integrity of the course.

IX. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

- A. Regular academic policies applicable to courses taught at **DMC**'s campuses must also apply to dual credit and continuing education courses taught at the **BISD** campus. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc. (**SDCG-3**)
- B. Students requesting disability accommodations for TSI, continuing education, and/or dual credit classes must schedule an intake appointment with **DMC**'s Center for Access and Advocacy.
- C. Students must provide appropriate documentation such as assessment reports, letters from qualified evaluators and/or professionals, ARD, or 504 documents.
- D. **DMC** will comply with the Family Educational Rights and Privacy Act (FERPA) (20U.S.C. §1232g; 34 CFR Part 99). All information provided to **DMC** relating to educational records will be confidential, and **DMC** will not disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for their own benefit or the benefit of another, any confidential information unless permitted by FERPA or required by the laws of the State of Texas. Students must have an updated FERPA form on file identifying who can receive information on their behalf.
- E. **DMC** and **BISD** administrators may exchange information on an **BISD** student if the student is enrolled at high school and at **DMC**.
- F. Professional and student representatives will collaborate in spreading the college-going message among students and parents and provide a general overview of the college experience, college and course selection, test preparation, and completion of financial aid and admission applications.

X. USE OF DEL MAR COLLEGE INFORMATION TECHNOLOGY RESOURCES

- A. **BISD** dual credit students to include associated program staff and faculty who are authorized to use the computer and/or network resources of **DMC** accept the responsibility for reasonable and legitimate use as specified by the following policies:
 - 1. **DMC 2023 - 2024 Manual of Policies and Procedures:**
 - a. B7.13 Standards of Student Conduct Policy
 - b. B3.23 Computer and Network Resources Use Policy
 - c. A3.23.1 Legitimate Use
 - d. A3.23.2 Ownership and Copyright
 - e. A3.23.3 Responsibilities of the User
 - f. A3.23.5 Violation and Consequences
 - 2. **DMC** reserves the right to take any necessary actions without notice, if required, to protect College information systems and data against misuse or damage. This includes the possible suspension or termination of system access accounts and/or network access.
 - 3. **DMC** information systems are monitored for performance, security, and government regulatory compliance. System users understand and acknowledge that there is no expectation of privacy when using College information systems except as specifically provided for under the FERPA or other applicable law.
- B. **BISD** acknowledges that **DMC** does not restrict student access to Internet resources except as specified by the above-listed policies. The College does not employ technical controls capable of selectively restricting or controlling access to Internet resources based on demographic information such as a person's age. In accordance with the defined system limitations described above, **BISD** agrees that it assumes all responsibility for the conduct of **BISD** students and staff while using College networks and information resources including any damage, loss, or theft to College information resources and/or data and any possible legal actions resulting from misuse, policy violations, or misuse by minor students.

XI. STUDENT ENROLLMENT AND ATTENDANCE

BISD will monitor student attendance according to their protocols; **DMC** will follow College Policy and course syllabi attendance requirements.

- A. Students must attend and/or log onto their online or face-to-face dual credit class regularly and turn in all required assignments. Students may be withdrawn for lack of attendance and/or lack of progress. This attendance policy pertains to all students enrolled in any section of a dual credit

- course on any campus. If for any reason, an **BISD** student is not attending the dual credit class at the school or online regularly, the student may be withdrawn from the **DMC** class (including students who are sent to an alternative school as well as homebound students).
- B. All students are responsible for reading and abiding by each course syllabus which includes course-grading rubric, assignments, due dates, course policy, test, and quiz dates.
 - C. All students must make prior arrangements with each **DMC** instructor if they are unable to attend class due to conflicting events taking place on or off the high school campus. Excused/makeup assignments, quizzes or exams are subject to **DMC** faculty approval.
 - D. Students underperforming are encouraged to withdraw from the course before the "Last Date to Withdraw" deadline after conferring with their instructor or Dual Credit Coordinator. If the student remains in the course after the "Last Date to Withdraw", the student will be awarded the grade earned on his/her **DMC** transcript.
 - E. All **BISD** students are responsible for knowing and adhering to **DMC**'s "Last Date to Withdraw" deadlines as listed on **DMC** Academic Calendar found on the **DMC** website or course syllabus and are responsible to submit a **DMC** drop form to **DMC** Registrar's Office via in person, fax or email.
 - F. Students are expected to meet academic standing as defined in the **DMC** catalog to continue in the Dual Credit Program offered by **DMC**.
 - G. Students shall be responsible for reading and complying with all applicable **DMC** policies, including, but not limited to, conduct, academic integrity, and disciplinary policies.

XII. COST/FINANCIAL ASSISTANCE

- A. Courses that fall under the dual credit and continuing education guidelines are eligible for a tuition waiver set by H.B. No. 8 and **DMC**'s Board of Regents. See Appendix I (**SDCG-Requirement**)
- B. Dual credit participating students are eligible to apply for **DMC** Foundation scholarships.
- C. **BISD** will be responsible for purchasing all textbooks, access codes, equipment, and supplemental materials required for dual credit and continuing education classes. Additional costs may include: background checks, drug testing, license testing, uniforms and supplies. (**H.B. No. 8 and SDCG-Requirements**)

XIII. TRANSCRIBING OF CREDIT

- A. Students who are enrolled at **BISD** and who have earned college credit/grades through **DMC**'s dual credit program will have those credit(s)/grade(s) reflected on their college and high school transcripts.
- B. Students seeking to convert a non-credit (continuing education-CEU) course to credit must submit a Petition to Record Credit form. Students will need to contact a Del Mar College advisor to begin the process or to find out more information.
 - 1. Assessment of prior learning may be requested related to credit by exam, credit by license, certification, state registration and continuing education credits (noncredit), or by departmental exam via the Petition to Record Credit form. Coursework taken on a noncredit basis at Del Mar College may be awarded credit through this process when there is documentation that the noncredit coursework is equivalent to a designated credit experience with a letter grade assigned to the noncredit coursework.
- C. An **BISD** student has the right to appeal a grade that they have received. The evaluation of academic work is the prerogative of the instructor, and the rules for determining the final course grade should be established by the instructor and provided to the students in an electronic or printed course syllabus at the beginning of the semester. A student who believes that grounds exist for the appeal of a final grade must first consult with the instructor and follow **DMC**'s grade appeal process outlined in A7.12.4 in **DMC** policy.

XIV. FUNDING

- A. The state funding for dual credit courses will be available to both public school districts and

colleges based on the current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board. **(SDCG-5)**

- B. **DMC** may only claim funding for students earning college credit in core curriculum, career and technical education, and foreign language dual credit courses. This provision does not apply to students who are enrolled in approved early college high school programs.
- C. For continuing education courses, **DMC** may only claim funding for students meeting the age and grade level policy requirements prescribed in 19 TAC §§9.112 - 9.117.
- D. All public colleges, universities, and health-related institutions may waive all or part of the tuition and fees for a Texas high school student who is enrolled in a course for which the student may receive dual course credit. **(SDCG-Requirement)**

XV. SAFETY & SECURITY MEETING

Prior to the start of the **DMC** Fall semester (and no later than September 15th), the parties shall meet to review their respective safety and security plans applicable to the terms and conditions of this Agreement. The meeting will be coordinated and scheduled by the Office of **DMC** Vice President and Chief Academic Officer and the respective heads of security and safety for each of the parties and other appropriate personnel shall attend.

XVI. TRANSPORTATION

The School District is responsible for providing student transportation to and from the College as required for any courses taught on any of the **DMC** campuses.

XVII. CONDITIONS FOR RENEWAL AND TERMINATION

This Agreement will take effect on the date signed and will remain in effect upon the parties signing a "Letter of Notification" on an annual basis. **DMC** and **BISD** reserve the right to terminate this Agreement at the end of a semester by providing written notice to the other party at least sixty (60) days prior to the date of termination. Termination agreements will be agreed upon between both parties.

XVIII. NOTICES

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

XIX. MEDIATION

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

XX. GOVERNING LAW AND VENUE

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

XXI. ENTIRE AGREEMENT

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

XXII. NON-DISCRIMINATION / EQUAL OPPORTUNITY

The parties shall provide all services and fulfill all obligations associated with the subject matter of this Agreement in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (34 C.F.R. Section 106, et seq.), Section 504 of the Rehabilitation Act of 1973, and all other applicable anti-discrimination laws.

XXIII. LEGAL CONSTRUCTION

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

DEL MAR COLLEGE
101 Baldwin Boulevard
Corpus Christi, TX 78404

Mark Escamilla, Ph.D.
President and CEO

Dr. Jonda Halcomb
Vice President and Chief Academic Officer


Date

Date

BANQUETE INDEPENDENT SCHOOL DISTRICT
P.O. Box 369
Banquete, TX 78336



Dr. Stacy Johnson
Superintendent



Date

APPENDIX-I

House Bill 8 and The Del Mar College Viking Promise

As of September 1, 2023, Del Mar College (DMC) is an active participant in the Financial Aid for Swift Transfer (FAST) program instituted by legislative House Bill 8 (H.B. No. 8). H.B. No. 8 is defined in subchapter A, Section 28.0095, Chapter 28, Education Code, which establishes the Financial Aid for Swift Transfer (FAST) program under H.B. No. 8 to provide prescribed dual credit and continuing education courses at no cost to educationally disadvantaged students enrolled in a Texas public or charter high school. DMC has elected to go beyond what H.B. No. 8 has prescribed and established, the Del Mar College Viking Promise. The Del Mar College Viking Promise was created to extend the benefits of the FAST program to all Public BISD / Charter School students registered for dual credit and continuing education, waiving tuition for all students (FAST & Non-FAST).

FAST eligible student requirements are: (1) a High School student enrolled at a public or charter school in an eligible dual credit course offered through Texas Education Code 130.008 (Courses for Joint High School and Junior College Credit) and Texas Administrative Code Chapter 4, Subchapter D, Rules 4.81-4.85 and (2) Educationally Disadvantaged (i.e., qualified for free/reduced lunch) at any time during the four years preceding the student's enrollment in dual credit and continuing education courses.

Qualifying dual credit and continuing education courses under the FAST program must be courses offered through the Texas Education Code 130.008 (Courses for joint high school and Junior College credit) and the Texas Administrative Code Chapter 4, Subchapter D, Rules 4.81-4.85, or other courses that satisfy at least one of the following: (1) a requirement necessary to obtain an associate's degree or an industry recognized credential or certificate; (2) a foreign language requirement; (3) a core curriculum requirement as defined by the institutions of higher education (IHE); or (4) a field of study requirement.

DMC Responsibilities:

DMC will waive tuition for all dual credit and continuing education students (FAST and non-eligible FAST students).

DMC will provide student advising to all students enrolled in dual credit and continuing education courses to ensure courses taken are aligned with an identified academic plan that leads to a 42-hour Texas Common Core, or certificates or transferrable credit towards a baccalaureate degree.

DMC will provide support staff to assist non-FAST students to complete the Free Application for Financial Aid (FAFSA) for the purpose of receiving aid from the Texas Public Education Grant (TPEG).

BISD Responsibilities:

BISD shall: (1) determine student eligibility under the FAST program criteria; (2) notify DMC of all eligible FAST, Non-FAST, and Continuing Education program students; (3) disclose to DMC the school's records, TEA records or other method used to determine student eligibility under the FAST program for verification purposes; and (4) be responsible for purchasing all textbooks, access codes, equipment, and supplemental materials required for dual credit and continuing education classes. Additional costs may include background checks, drug testing, license testing, uniforms and supplies.

APPENDIX-II

H.B. NO. 1638 requires that on or after September 1, 2018, any new, revised, or renewed dual credit MOU or articulation agreement must include the following:

- A description of how the goals of the dual credit program align with the statewide goals;
- A course equivalency crosswalk or other methods of equating high school courses with college courses that identify the number of credits that may be earned for each course completed through the dual credit program;
- A description of the academic supports and guidance that will be provided to students participating in the dual credit program;
- A description of the **BISD** and the institution of higher education's (IHE) respective roles and responsibilities in providing for and ensuring the quality and instructional rigor of the dual credit program; and
- A description of the sources of funding for dual credit courses offered under the program including at a minimum the sources of funding for tuition, transportation, and any required fees or textbooks for students participating in the dual credit program. On or after September 1, 2018, and each subsequent year, all dual credit MOU's, regardless of new, revised, or renewed, must be posted each year to the **BISD's** and IHE's respective websites.

The Statewide Dual Credit Goals are as follows:

Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

APPENDIX-II

DMC-BISD COURSE CROSSWALK

FOUNDATIONAL COMPONENT AREA	DEL MAR COURSE	COURSE TITLE	COLLEGE CREDIT HOURS	HIGH SCHOOL COURSE TITLE	HIGH SCHOOL CREDIT
Communications 6 Credit Hours (Two Courses)	ENGL 1301	Composition I	3	English IV 1st semester 03220400	0.5
	ENGL 1302	Composition II	3	English IV 2nd semester 03220400	0.5
Mathematics 3 Credit Hours (One Course)	MATH 1314	College Algebra	3	College Algebra	0.5
Life and Physical Science 6 Credit hours (Two courses)	BIOL 1308	General Biology: Fundamentals of Cell Biology	3	Biology	0.5
	BIOL 1309	General Biology: Diversity and Environment	3	Environment	0.5
Language, Philosophy, & Culture 3 Credit Hours (One Course)	ENGL 2327	American Literature I	3	English 4	0.5
	PHIL 1301	Introduction to Philosophy	3	Independent Study of English 3221800	0.5
Creative Arts 3 Credit hours (One course)	ARTS 1301	Art Appreciation	3	Art Appreciation 03500110	0.5
American History 6 Credit Hours (Two Courses)	HIST 1301	United States History I	3	US History 1st semester 03340100	0.5
	HIST 1302	United States History II	3	US History 2nd semester 03340100	0.5
Government 6 Credit Hours (Two Courses)	GOVT 2305	Federal Government: Federal Constitution and Topics	3	US Government 03330100	0.5
	GOVT 2306	Texas Government: Texas Constitution and Topics	3	Social Studies Advanced Studies 3380001	0.5

Social and Behavioral Sciences 3 Credit Hours (One Course)	ECON 2301	Principles of Macroeconomics	3	Economics 3310300	0.5
	PSYC 2301	General Psychology	3	Psychology	0.5

APPENDIX-IV

DEL MAR COLLEGE RESOURCES

SUPPORT SERVICES

Student Success Center

The Student Success Center (SSC) provides academic support for students who want assistance outside of the regular classroom

WEBSITE: <https://bit.ly/DMCStudentSuccessCenter>

Career Development Office

The Career Development Office offers information, assistance and guidance to you and alumni interested in identifying and planning a new career, preparing for employment, changing careers or providing referrals to part-time, full-time and career positions.

WEBSITE: <https://bit.ly/DMCCareerDevelopment>

Counseling Center

The Counseling Center provides short-term individual, couples, and group counseling. Licensed Professional Counselors are available to provide emotional support to students and assist with the development of social, behavioral and other life skills.

WEBSITE: <https://bit.ly/DMCCounselingCenter>

Retention Services

Students experiencing situations that may impede their academic success to include difficulty balancing life's priorities with the demands of attending college are encouraged to contact the Retention Services Office at (361) 698-1948 to schedule an appointment with a Retention Case Manager (RCM).

WEBSITE: <https://bit.ly/DMCRetentionServices>

LEARNING LABS AND CENTERS

Stone Writing Center

The Stone Writing Center (SWC) The SWC offers instructional programming, focusing on a variety of skills. Featured resources include SWC Experiences, workshops on demand, workshops on Windward, Roxy Writer Blog, and online tips sheets.

WEBSITE: <https://bit.ly/DMCStoneWritingCenter>

INDIVIDUAL LABS/CENTERS

Language Labs

The Lab provides computerized language instruction, review materials and conversational practice. You can use computers, audio players, videos, and camcorders. Lab assistants lead conversational practice groups that emphasize oral interaction and proficiency.

WEBSITE: <https://bit.ly/DMCLanguagesLab>

Speech Communication Center

If you want help in the creation and performance of any speech activity, the Speech Communication Center (SCC) is the place to be, located in General Academic and Music Building in GENC, Room C117 on the Heritage Campus

WEBSITE: <https://bit.ly/DMCSpeechCommunicationCenter>

Math Learning Center

Enrolled in a Mathematics course and crave secondary instruction or just need a place to study? Then join the hardworking individuals in the Math Learning Center (MLC). With over 75 years of teaching and tutoring experience, students can expect the highest quality of supplemental instruction from the expertly trained staff mentored and supported by the MLC coordinators. The MLC coordinators are degreed full-time

Memorandum of Understanding 2023-2024

BISD and Del Mar College Dual Credit

September 1, 2023

Page 18 of 19

faculty with the Mathematics Department.
WEBSITE: <https://bit.ly/DMCMathLearningCenter>

Testing Center

The Del Mar College Testing Center seeks to provide high quality testing services for students, graduates, professionals, and those from the surrounding community. We strive to administer tests in a pleasant, quiet, technologically advanced environment by specially trained diverse staff with the goal of promoting satisfaction and achievement in reaching academic and professional goals. The Del Mar College Testing Center's mission is to provide reliable testing administration and high-quality customer service in a secure environment that facilitates academic success.

WEBSITE: <https://bit.ly/DMCTestingCenter>

RESOURCES

Library Facilities

DMC libraries offer a wide variety of resources for student success including thousands of physical books and audiovisual media, e-books, streaming audio and video, and full text online databases with millions of journal and magazine articles. The libraries' discovery service, Beacon, is the gateway to all of these resources and is available on the Del Mar College Libraries website (<https://delmar.edu/library>). Online resources can be accessed from off-campus with college-issued WebDMC login credentials. Library materials may be borrowed upon presentation of a valid Del Mar College ID card. Librarians and staff are available to assist with using the information resources in person, by phone, and online via our chat service.

WEBSITE: <https://bit.ly/DMCLibraries>

Computers on Campus

COMPUTER AND NETWORK RESOURCES USE POLICY

Students are granted the privilege to use the computer and/or network resources of Del Mar College and accept the responsibility for reasonable and legitimate use. Legitimate use of computer and network resources is limited to College-related instruction, independent study, research, official college work and other specific uses as expressly authorized by the College.

WEBSITE: <https://bit.ly/DMCTechnologyResourceCenter>

Help Desk

The Help Desk is the central point of contact for all computer, software, and web-related questions. We are here to serve students, faculty, and staff.

WEBSITE: <https://bit.ly/DMCHelpDesk>

Center for Access and Advocacy

Del Mar College faculty and staff in general, and the Center for Access and Advocacy staff in particular, are committed to ensuring equal access to College services, programs and activities for qualified students with disabilities in accordance with The Americans with Disabilities Act of 1990 (ADA), The Americans with Disabilities Act Amendment Act of 2008, Section 504 of the Rehabilitation Act of 1973 and applicable Texas state laws. As such, students shall not be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity of the College.

WEBSITE: <https://bit.ly/DMCDisabilityService>

