

MEMORANDUM OF UNDERSTANDING
Between
Texas State University and
San Marcos Consolidated Independent School District

This Memorandum of Understanding for Dual Course Credit Partnership Agreement (“MOU”) between Texas State University (“UNIVERSITY”), and San Marcos Consolidated Independent School District (“DISTRICT”), is effective as of the date of full and final execution below, pursuant to the authority granted in compliance with Texas Education Code §§28.009, 29.182, 29.184; and 19 Texas Administrative Code Chapter 4, Subchapter D and Chapter 9, Subchapter H. Individually, University and School are referred to herein as “Party” and collectively as “Parties.”

The parties to this MOU desire to jointly establish and participate in a Dual Credit course partnership (“Partnership”) to allow high school students to be awarded both high school and college credit for courses offered by TXST applicable toward a TXST degree. Dual credit requirements are outlined in the Texas Administrative code Title 19, Chapter 4, Subchapter D, and Chapter 9 Subchapter H, authorize an institution of higher education to contract with a public-school district for the provision of instruction resulting in dual credit received by the student for such course.

The following conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board rules and regulations, §4.84:

1. Terms:

- i. Texas State University (“TXST”) agrees to operate the Program during the term of this Agreement. The Parties shall be identified in all printed materials and publicity reflecting the Program name. The MOU shall remain in effect from the Effective date (which will be the date of last signature) until the end of the university’s academic year. The agreement will be revisited after the end of year one.

2. Program Goals:

- i. Specific program goals are aligned with the statewide goals developed under TEC 28.009, Subsection (b-1), including:
 - a. Improve enrollment in, and acceleration through postsecondary education, in the state of Texas.
 - b. Improve student performance in college-level coursework.
 - c. Develop an effective bridge between secondary and postsecondary education, in the state of Texas.

3. Evaluation and Accountability:

- i. The Parties will designate Program leads who will represent their Party, and will be directed to meet periodically, at dates to be mutually determined by the Parties and at least once prior to the beginning of each academic year, to review student qualifying

criteria, identify students for participation in the Program during the applicable school year, and determine course offerings for the upcoming enrollment period.

- ii. This Agreement may be amended by mutual written agreement of all Parties by issuing an Amendment or Addendum to it duly signed by authorized officials of the Parties.

4. Communication:

- i. The Parties will work collectively to provide the necessary information to ensure an effective dual credit course schedule is created and maintained.
- ii. The DISTRICT will work collaboratively with the UNIVERSITY to identify eligible students for purposes of recruitment and registration into the scheduled courses.
- iii. The DISTRICT will appoint a liaison(s) with the authority to approve courses and certify student eligibility. The University will appoint a liaison(s) with the authority to approve student eligibility, registration, and integration into UNIVERSITY dual credit courses.
- iv. The DISTRICT liaison(s) will collect, and report all required supplemental application records and documents to the IO Designee prior to student registration.
- v. The DISTRICT liaison will coordinate with the IO Designee to schedule initial campus visit(s), the “Dual Credit Day” Apply Texas session, and UNIVERSITY Orientation prior to the beginning of the Fall semester.

5. Eligible Courses:

- i. The college-level academic courses will comply with the rules and regulations of the Texas Higher Education Coordinating Board (THECB) and the Southern Association of Colleges and Schools Commission on Colleges. (SACS-COC). All college-level academic courses will adhere to the description and content of the course as defined in the current edition of the Academic Course Guide Manual (ACGM).
- ii. Courses provide advanced academic instruction and course co the college-level academic courses will comply with the rules and regulations of the Texas Higher Education Coordinating Board (THECB) and the Southern Association of Colleges and Schools Commission on Colleges (SACS-COC). All college-level academic courses will adhere to the description and content of the course as defined in the current edition of the Academic Course Guide Manual (ACGM).
- iii. Courses provide advanced academic instruction and content, which may provide the student the opportunity to master the Texas Essential Knowledge and Skills (TEKS) for the appropriate responding high school course.
- iv. Remedial and developmental courses are not approved for dual credit.
- v. Classes to be offered in the 2024-2025 academic year:
 - a. 11th grade

Fall 2024
English 1310: College Writing I
History 1310: History of the United States to 1877
Spring 2025
English 1320: College Writing II
History 1320: History of the United States 1877 to date

b. 12th grade

Fall 2024
English 2310
POSI 2320
Math 1315
Spring 2025
English 2320
POSI 2310

6. Student Eligibility:

- i. Students eligible for dual credit enrollment must be a student in good standing at San Marcos High School in 11th and 12th grade.
- ii. Specific exceptions to eligibility are defined in Title 19 of the Texas Administrative Code (TAC) Section 4.85 (b), as amended.
- iii. Participating students must be a current high school student.
- iv. Participating students must have the approval of their legal guardian/parent, the high school counselor, and the high school principal.
- v. Participating students must enroll in a course selected from the list of approved dual credit courses for TXST.
- vi. Students who attend dual credit courses on TXST campus are advised to obtain a TXST High-School Dual Enrollment student ID card.
- vii. Participating students are required to demonstrate college readiness by achieving the minimum standards under THECB rule:
 - a. Students must demonstrate college readiness by achieving minimum passing standards under the provision of the Texas Success Initiative (“TSI”) as set forth in the Texas Administrative Code, or;
 - b. Students must demonstrate that they are exempt under the provisions of the TSI.

7. Location of Courses:

- i. Dual Credit courses will be taught at the San Marcos campus of TXST.

8. Student Composition of Course:

- i. Dual credit courses taken on TXST campus for 11th and 12th grade traditional dual credit will consist of District dual credit students and Texas State University students (mixed sections) and taught by TXST faculty.

9. Faculty Selection, Supervision, and Evaluation:

The University will:

- i. Hire and pay qualified faculty according to UNIVERSITY rules and regulations, which includes an appropriate criminal background check.
- ii. Supervise and evaluate the faculty.
- iii. Ensure all rules and laws regarding contact with minors are followed as appropriate.

10. Course Curriculum, Instruction, and Grading:

- i. The Parties will clearly define the contact hours, curriculum, and grades of embedded dual credit courses.
- ii. Dual credit courses will mirror the UNIVERSITY courses offered to undergraduate UNIVERSITY students. The UNIVERSITY will ensure the curriculum, materials, instruction, grading, and rigor will be equivalent to the course offered to UNIVERSITY students.
- iii. DISTRICT shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations while earning college credit. Texas State University will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met, and the quality of instruction for the college course(s) is rigorous.
- iv. The DISTRICT will notify the course instructor two (2) days in advance of any planned activity that will interrupt course instruction.
- v. Attendance information and nine-week grade requests will be accommodated.
- vi. Course evaluations, as appropriate, will be administered by the UNIVERSITY at the end of the course.
- vii. The DISTRICT is responsible for administering state mandated course specific exams or any other state-mandated assessments.
- viii. Student transcripts and official final grade reports provided to the DISTRICT will be reported in the form of letter grades, whereas numerical grades will be provided only for the purpose of calculating the DISTRICT's Grade Point Averages.

11. Academic Policies:

- i. Course performance will be part of the student's permanent academic record.
- ii. Students are subject to all UNIVERSITY Rules including the student code of conduct and disciplinary standards as published in the UNIVERSITY catalog and are subject to the penalties defined therein.
- iii. Students must demonstrate behavioral eligibility by exhibiting appropriate levels of maturity and social behavior necessary for enrollment in a college-level course.
- iv. The TXST liaison will notify the school district liaison if there are any conduct issues with students, including but not limited to skipping class and cheating.
- v. Students are subject to all UNIVERSITY Rules regarding academic standing as published in the UNIVERSITY catalog and are subject to the penalties defined therein.
- vi. Students have access to the grievance procedures published in the catalog.
- vii. The DISTRICT policy will be followed for any non-instructional issues. The DISTRICT will provide placement for students who are withdrawn from the course for any reason.

12. FERPA, Data Use, and Confidentiality:

- i. FERPA prohibits the Parties from sharing personally identifiable data of DISTRICT Students ("Data") with third parties without prior written consent of DISTRICT Students in the absence of an exception that exists as a matter of law or regulation. The Parties contemplate requesting and using Data in accordance with FERPA and within its exceptions.

- ii. The Parties contemplate sharing data with each other to assist in tracking and improving educational outcomes for DISTRICT Students who receive services or are contemplated to receive services as specifically provided herein, and pursuant to any specific data requested, disclosed and/or shared by the Parties.
- iii. Parties also agree to use Data for reporting, audit, evaluation, research, court orders and other education-related purposes, provided that only aggregated, non-personally identifiable Data may be shared with outside third-party agencies, only as authorized under FERPA and the Parties' respective privacy policies.
- iv. To meet reporting requirements of local, state, or federal agencies and/or grants, the UNIVERSITY and/or the DISTRICT may also report aggregated, non-personally identifiable Data to the appropriate local, state, or federal agency in accordance with the reporting requirements of the agency.
- v. Data shared between the Parties will also serve to keep the DISTRICT informed of students in jeopardy of failing a class and providing numerical grades for the purpose of calculating DISTRICT Grade Point Averages. The DISTRICT and UNIVERSITY will also share Data that includes the following: attendance, college placement scores, credit hours taken within this program and outcome-based measures as listed on the Texas Education Agency (TEA) Blueprint.
- vi. Parties agree to notify each other if Data specific to the students in the Program is requested to be shared with outside third parties, but not each time UNIVERSITY shares aggregated data of all enrolled students. The UNIVERSITY will conduct an independent analysis of each specific data request to determine whether an exception, if any, applies to the specific request. Any applicable Data Sharing Agreement will be individualized and conform to the specific legal requirements associated with the Data and such Agreement shall be mutually agreeable to the Parties.
- vii. Abiding with FERPA regulations, Parties agree to always maintain the confidentiality of personally identifiable data and will keep the data in a secure location. Parties shall restrict access to personally identifiable data to only those employees who are identified in the DISTRICT and/or UNIVERSITY for the specific project or data sharing event outlined in this Agreement. Parties agree not to release or disclose any of the data in any manner except as expressly described in this Agreement, as allowed under state or federal law, and/or as part of a separate agreement of the Parties.
- viii. The District will provide the University with every dual credit student's valid TEA-issued Texas Data System (TSDS) Unique ID for FAST reporting purposes to THECB.

13. Student Support Services and Instructional Materials:

- i. The DISTRICT will provide technology appropriate for the course(s) to the enrolled dual credit students.
- ii. The UNIVERSITY will visit the DISTRICT to conduct informational Dual Credit sessions for interested students and parents.
- iii. The UNIVERSITY will provide an on-campus and/or online orientation session to all enrolled high school students and/or parents prior to the beginning of the course. These sessions will include information regarding campus layout, academic policies, support services, syllabus and curriculum, and student opportunities and commitments.
- iv. Students will be registered directly through the UNIVERSITY during regularly scheduled registrations, or during special registration sessions.

- v. Instructional materials will be purchased by the DISTRICT.
- vi. The cost of all learning accommodations deemed necessary or required at the sole discretion of the UNIVERSITY will be billed by UNIVERSITY to the DISTRICT. UNIVERSITY Student Disability Specialists are available for consultation with DISTRICT on individual student's needs.

14. Transcription of Credit:

- i. The UNIVERSITY will transcribe the course credit hours earned and provide the DISTRICT transcripts at the end of each fall and spring semester.
- ii. All student grades reported on transcripts will be provided in letter grade format. No percentage grades will be given.
- iii. The DISTRICT transcription of grades for courses may differ from the UNIVERSITY based on Texas Education Agency policies, specifically those relating to courses required to have End of Course STAAR exams.

15. Funding:

- i. Both the UNIVERSITY and the DISTRICT will report students for state funding purposes consistent with applicable law and regulation.

16. Transportation

- i. San Marcos agrees to provide bus, driver, and cover all fees associated with transporting students to and from TXST campus.
- ii. TXST assumes no obligation or responsibility for the transportation of students to or from TXST campus for the dual credit courses provided in this agreement.
- iii. Participating students who miss the bus and have permission from ISD, parents, and/or TXST to drive themselves to TXST campus to attend their scheduled class will be required to park in one of TXST's public pay-to-park lots.

17. Instructional Calendar:

- i. Dual credit courses offered through TXST will follow the TXST academic calendar and administrative policies for reporting and grading.

18. Tuition and fees:

- i. TXST agrees to waive tuition and fees for all eligible SMCISD students who are participating in dual credit courses through TXST during this one-year Pilot program.
- ii. DISTRICT agrees to make all necessary efforts for UNIVERSITY to receive FAST program funding for eligible students from the Texas Higher Education Coordinating Board.
- iii. If the Program moves beyond this first-year pilot and continues in future years, TXST will bill DISTRICT at a rate to be mutually agreed upon within 60 days of the start of each semester.

19. Concessions

- i. For this agreement, students from San Marcos CISD enrolled in dual credit courses through TXST will be offered admission to pre-selected TXST athletic events beginning fall 2024 at the discretion of TXST.

20. Other Provisions:

- i. **Authorization of Agreement:** Each party represents to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
- ii. **Non-exclusive:** This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- iii. **Amendments:** No amendment to or assignment of the Agreement will be effective unless reduced to writing and signed by both Parties. However, throughout the term both Parties' respective DISTRICT Liaison and UNIVERSITY Program manager may collaborate to draft any mutually agreed upon addendums as needed.
- iv. **Termination:** It is agreed that either Party may terminate this Agreement effective thirty (30) days after the receipt of written notification and will act in good faith to promote educational consistency on behalf of the enrolled students.
- v. **Relationship of Parties:** Neither party is an employee, partner, joint venturer, or agent of the other and will make no representation as such. Neither party has the authority to bind the other party.
- vi. **Compliance with Laws:** The Parties agree to operate the dual credit program and perform their obligations under this MOU in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974; and Title IV of the Higher Education Act of 1965; (b) the Texas Constitution; (c) applicable provisions of the Texas Education Code; (d) state and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) state record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools. The Parties agree to operate the dual credit program in compliance with their respective applicable board or system policies and procedures.
- vii. **Severability:** If any provision of this Agreement is determined by a proper court or authority to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect or impair the remainder of this Agreement, and this

Agreement will remain in full force and effect without such invalid, illegal, or unenforceable provision.

21. General Provisions:

All provisions of the Agreement are subject to change if or as the Texas Higher Education Coordinating Board Rules, or other applicable laws or rules, are amended.

22. Authority

The persons signing below on behalf of the University and School represent and acknowledge that they have the authority to execute this MOU according to its terms.

San Marcos Consolidated Independent School District:

By Michael A. Cardona Aug 13, 2024
Superintendent of Schools Date

TEXAS STATE UNIVERSITY

Kelly Damphousse Aug 13, 2024
President Kelly Damphousse, Ph.D. Eric Algoe Aug 13, 2024 Date