

2020-2023

STATE OF TEXAS, COUNTY OF [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDSON ISD

AND

[REDACTED]

[REDACTED]

[REDACTED]

limitation: (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 (herein referred to as

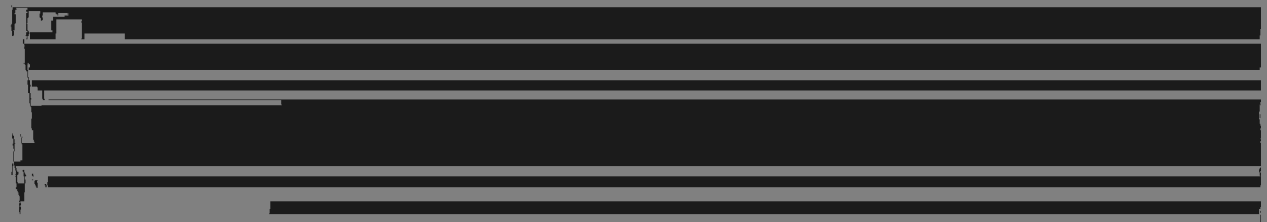
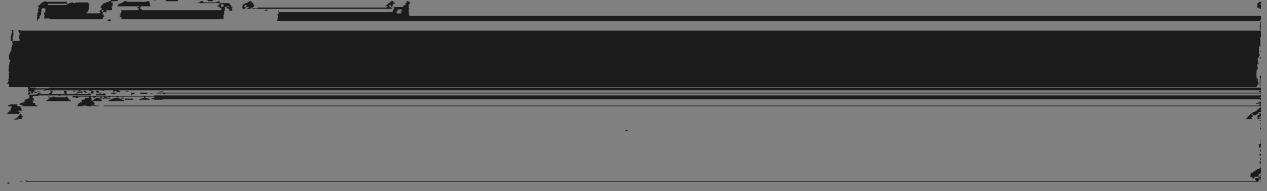
"FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, and Chapter 39 – Public School System Accountability (in State and federal laws regarding the retention of records on

alleged child abuse, school-related crimes, and sexual molestation of students; (c) State record

- (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
- (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

4. DISABILITY SUPPORT SERVICES

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. A Student enrolled in any dual credit course requiring disability support services may have differing levels of assistance from School District and College. For a Student to receive disability support services at the College, the School counselor or student must provide a copy of the Student's current 504 plan to the College Disability



- d. To adhere to the requirements set forth by legislative bills passed during the 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

- a. The School District and School will take the lead on parent involvement and outreach efforts to ensure parents understand the Dual Credit program whereby students are earning college credits that may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of Students and parents are highly encouraged to ensure that their child dedicates sufficient time and effort to achieve the expected learning outcomes for each Dual Credit course taken. The Parties agree that College representatives may be involved in recruitment events.
- b. School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. The College personnel will not be expected to communicate with parents.
- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.

[REDACTED]

semester or term, immediately following the semester or term in which the Student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully.

[REDACTED]

b. A four-year crosswalk will be developed to demonstrate Students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward specific certificate programs, associate degrees, or a baccalaureate degree. The Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.

c. The Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school

[REDACTED]

Spanish

The College will require all Students to submit a Student/Family Consent Form upon entry into the program. The School will have each student and a parent or guardian sign the consent form defining the requirements and expectations of the Dual Credit program. The

School will maintain all consent forms documents and provide an electronic copy of said to the College.

- vii. To adhere to the requirements set forth by HB1638, the College and the School will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
- b. Students must meet the Texas Success Initiative Assessment (TSIA) course and degree plan

[REDACTED]

requirements of FERPA. The College will use students' TSIA assessment score data exclusively for official College business.

- d. The College Academic Chairs or Faculty Liaison, along with the School Principal or designee, will be responsible for developing and refining a clear and coherent academic program across the two institutions for curriculum alignment for Students participating in the Dual Credit [REDACTED]

- h. The College will provide the School District and School the minimum number of instructional minutes required to meet the contact hour requirement, per course, taught on the School site.

The 86th Texas Legislative Session passed HB 3650 which requires that the School District and the College consider the use of free or low-cost open educational resources in courses offered as dual credit, for which the School uses as part of its course offering to satisfy the prescribed

courses in the identified degree plans.

- j. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. A Course Agreement will be completed by the deadline designated in the yearly Dual Credit Timeline for any course, but not later than the start of the first instructional day that course is delivered. All courses offered for Dual Credit must have an approved Course Agreement. The Course Agreement will be effective for three years unless either party requests a modification or if the publisher makes changes to the current Instructional Materials. For course sections taught at the School, the College will maintain the same instructional materials and editions for Dual Credit courses taught at the high school campus for a minimum of three years, unless otherwise specified in the applicable Course Agreement or as otherwise specified in Section 13 - Course Materials. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum

- k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle. Refer to Section 13 – Course Materials where details related to the application of instructional materials and how these may be incurred.

School District. Based on such assessment, the College Coordinator of High School Programs and the School Principal or designee will determine the forms of assistance and remediation that may be needed by a student in order to meet enrollment requirements for any college-level course.

a. The College maintains a defined process for Students to withdraw from Dual-Credit courses

Approval by the College or faculty of record is required to process Student withdrawal requests following the course date for the respective part of term. Once processed, the withdrawal will

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. COURSE MATERIALS

The School District will provide all required course materials including: textbooks, syllabi, course packets, and other materials required for enrollment to classes for high school graduation credit and

[REDACTED]

the second full week of April. In the event Instructional Materials change for the term, the College will notify the School by the first full week of September.

iv. The College and School will discuss the required Instructional Materials before agreeing to enroll students in the college section.

d. Enrollment of Students in course sections comingled with post-secondary students is acknowledgement of agreement to required Instructional Materials Charges.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that will have Instructional Materials Charges attached. Once Students are enrolled in the agreed-upon

[REDACTED]

[REDACTED]

the College may not serve as a substitute to teach the remainder or any portion of a college

course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the compensation for the period of service of the identified instructor.

- e. Instructors teaching dual credit courses at the School will be either high school teachers credentialed by the respective College Faculty Chairs adhering to SACSCOC guidelines or faculty from the respective discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Please refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required

for qualification and should coordinate approval of eligibility with the College.

- f. Student evaluation of instruction takes place each semester and will be a part of the faculty annual evaluation process, regardless of where the dual credit courses are offered. Performance evaluation of all dual credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements, as well as those required by the Texas Education Agency.
- g. Faculty teaching dual credit courses will teach using the respective course syllabus that

leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs and degree applicability. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the School staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. Sessions may be delivered in either face to face or online formats. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will meet with the School District staff to discuss the sessions.

16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE SCHOOL SITE

The College and School District will provide professional development opportunities to their respective faculty in accordance with their respective institutional policies.

agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements are met.

18. ACADEMIC POLICIES

- a. The academic policies of the School District and College shall apply to all students enrolled in the Dual Credit programs as applicable.

- b. Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor’s course syllabus. College grades are awarded on a 4.0 scale at the College. The School will convert the college course grades according to its grading procedures. The College’s Office of High School Programs will provide the School with academic progress or grade status at mid-semester for their respective Students enrolled in Dual Credit courses. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the high school counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The School personnel are responsible for advising Students concerning academic progress in high school courses and the College is responsible for such advising for college courses. The School staff and the College designee are responsible for advising and monitoring these actions.

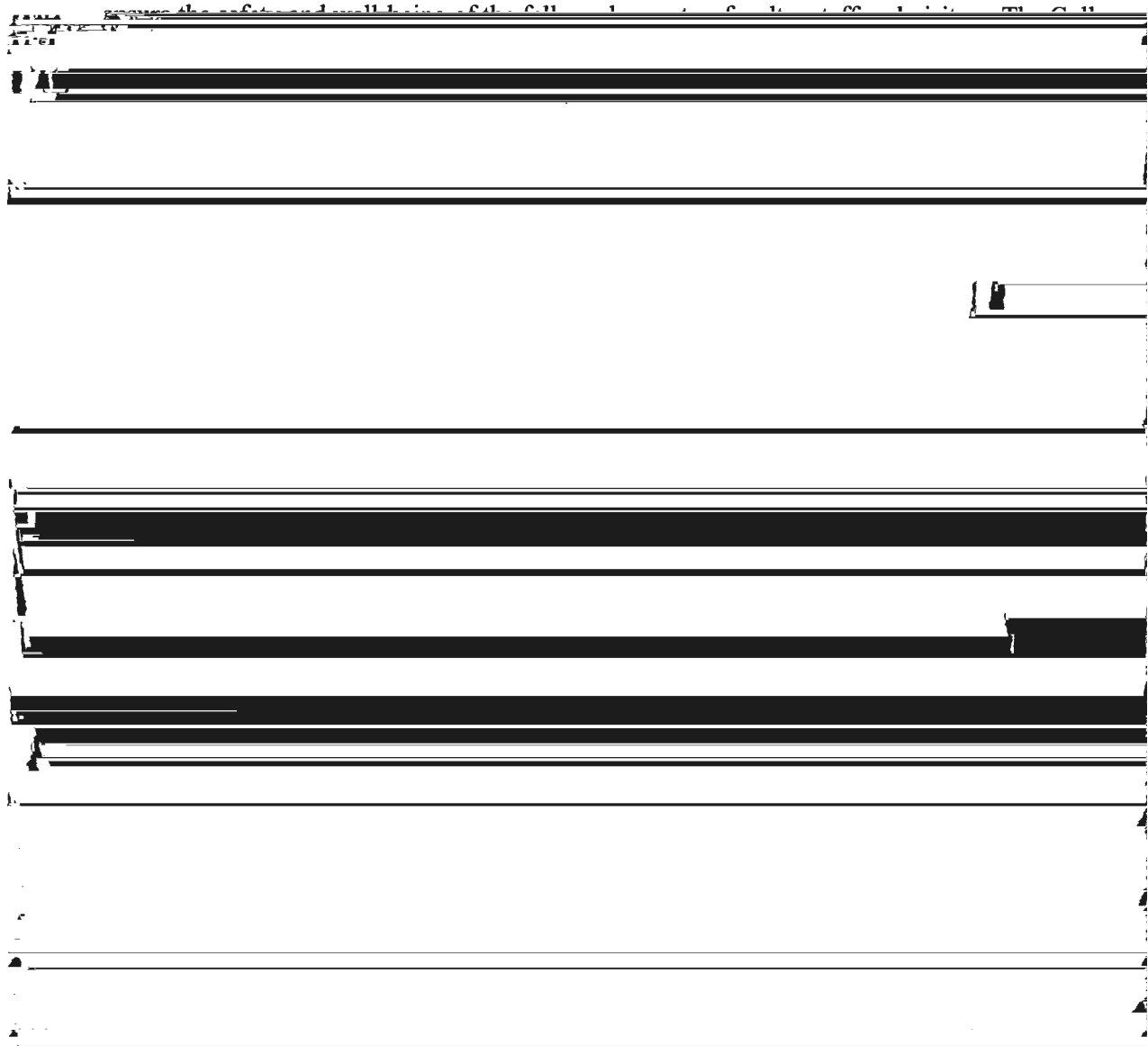
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students’ ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and returns to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic

list faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the School.

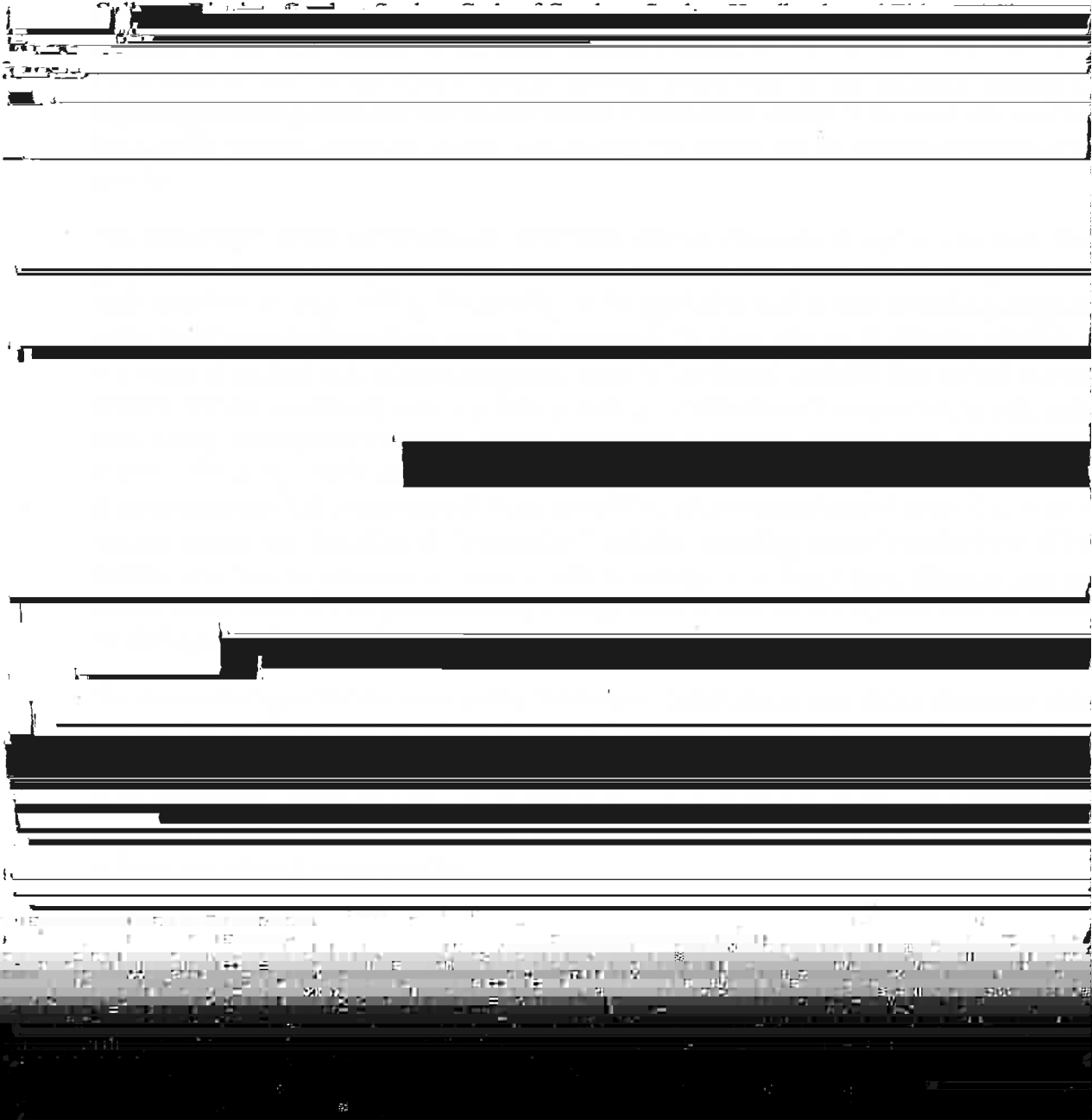
19. STUDENT SAFETY

The Parties agree that when a Student attending a College facility expresses to any College employee a suicidal intention or a threat of physical harm to others, a protocol to be agreed prior to the effective date of this MOU will be executed. The protocol will prioritize ensuring that the Student does not pose a threat to self or others. The College will prioritize transitioning management of the issue to School District, the parent / guardian of the student or the most appropriate authority or entity to address the crisis at hand. Often the College Police Department will assess the situation and coordinate that transition with its School District counterpart. School District designates College as its agent under any applicable statutory authority or parent / guardian consent to treatment for the limited purpose of this crisis-response intervention.

When on the College campus, Students will follow the policies and procedures of the College to



disciplinary action, including suspension and dismissal from the College, shall be in conformity with the Codes of student conduct of the Parties. All Students will be provided access to the Alamo



materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Catalog at <https://mynlccatalog.alamo.edu/content.php?catoid=175&navoid=10909>. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict.

The School District and the College will inform one another of complaints against a Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct, but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school if and

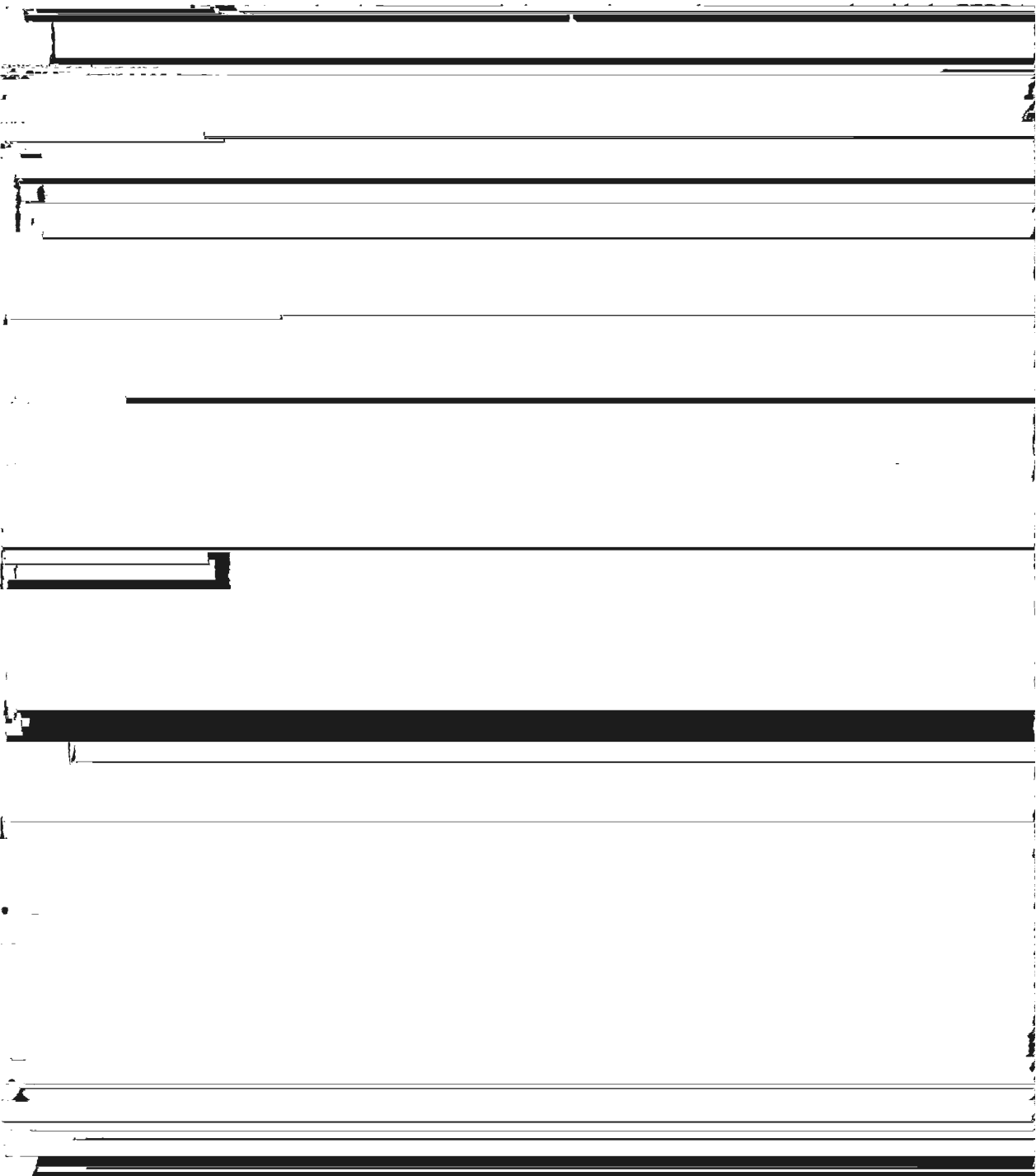
23 EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

[REDACTED]

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the dual credit courses.
- b. Students may participate in age-appropriate activities on the College campus so long as participation does not interfere with the academic requirements of the School. From time to

[REDACTED]

[REDACTED]



requirements set forth, without limitation, at 20 CFR 99.33. Each Party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

26. TRANSCRIPTION OF COLLEGE CREDIT

Northeast Lakeview College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate level degrees. Contact the Commission

involves a student as the accused or accuser, the Parties will agree on which party will undertake the investigation.

All Students will have access to AlamoCARES, a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the

<https://www.alamo.edu/about-us/our-work/office-of-student-affairs/>

statutes and resources to help educate and assist them when dealing with gender or disability discrimination, retaliation, and sexual harassment and violence. For more information, please visit:

At least one instructor at the School site delivering dual credit courses may teach students enrolled

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

- g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.
- h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Early College High School or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: <http://www.alamo.edu/free>.

30. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

31. TERMINATION OF THE MOU

Either Party may terminate this MOU through written notice to the other party given not later than the last calendar day in December and to be effective for the ensuing academic fall semester. In the event of termination, the School District, School and College will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the authorized representatives from both Parties as listed herein.

32. TRANSPORTATION

The School District is not to be held responsible for any transportation required by the Student to the College as required under State law, and for any off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museums, libraries, off-site internships, or approved School and College partnerships or extra-curricular activities, each pursuant to applicable School District rules and procedures.

33. STUDENT DIRECTORY INFORMATION

Upon enrolling in the Dual Credit program, each Student's general directory information (defined by the College, pursuant to FERPA, to exclude student addresses) will become part of the College's student general directory information, and will be subject to the Texas Public Information Act.

35. ENTIRE AGREEMENT

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective

Party. Services Agreements may be entered into by College and School District in order to address

more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

36. NO WAIVER OF IMMUNITY

Neither College nor School District waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

37. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature

presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

October 1, 2014

Independent ISD

North Carolina State Board of Education

ATTN: Superintendent of Schools
8012 Shin Oak Drive
Raleigh, NC 27603

ATTN: College President
1201 Kitty Hawk Rd.
Raleigh, NC 27603

43. RELATIONSHIP

The relationship of the School District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.

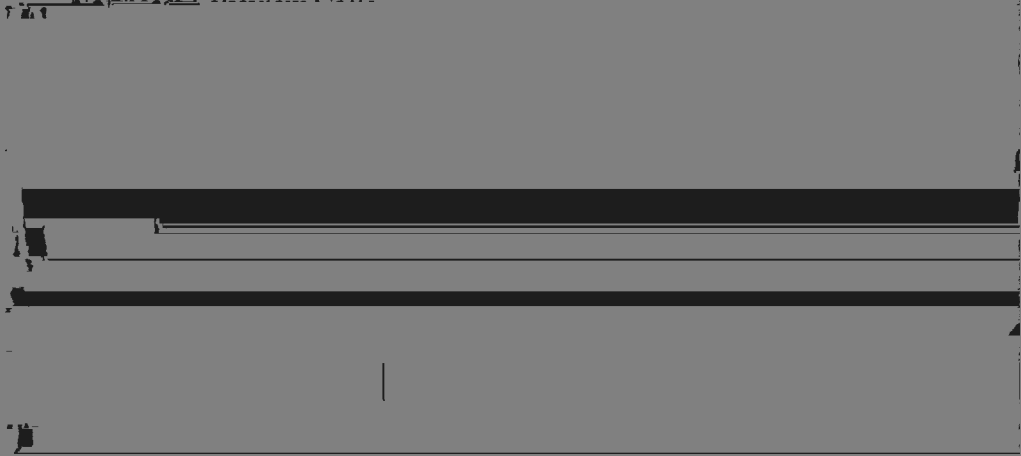
Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT



By
Dr. Veronica Garcia
College President
~~Northwest Education Center~~

Date



Dr. George Railey, Jr.
Vice Chancellor for Academic Success

Date

JUDSON ISD

By:
Jeanette Ball
of Schools

Date

7. 17, 2020