

**MEMORANDUM OF UNDERSTANDING**  
**Lee College Dual Enrollment Program**

Lee College (herein called the "College") and Dayton INDEPENDENT SCHOOL DISTRICT (herein called the "School District") enter into the following Memorandum of Understanding (MOU), which supersedes all previous agreements, versions and addenda. This agreement describes the roles and responsibilities for governance of dual credit partnership and is in alignment with HB 1638: Statewide Dual Credit Goals.

**TERM**

This MOU shall be in effect for two years from August 1, 2019 to July 31, 2021.



**OVERVIEW**

The college is committed to serving the students and communities of the Gulf Coast Region through collaborative work with school districts in the College's service area. A major initiative promoting a college-going and college graduation culture is the Lee College Dual Enrollment Program, which complies with the rules set forth by the State of Texas [TAC title 19, Chapter 4, Subchapter D, Rule § 4.84 Section (a)] for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students.

**MOU PURPOSE**

The purpose of the MOU is to outline the roles and responsibilities of the College and the School Districts that participate in Dual Credit.

**DUAL ENROLLMENT PROGRAM DEFINITIONS:**

**Dual Credit**, endorsed by the State of Texas, is a system whereby an eligible high school student enrolls in college course(s) and receives credit for the course(s) from both the college and the high school. Since college courses are being used to award dual credit, the content and rigor are parallel to what is taught to other college students and uses the same curriculum and policies. These college courses, academic or career/technical, apply toward high school graduation and a college degree or certificate.

**Concurrent Enrollment**, as defined by Lee College, is a system whereby a student enrolls in more than one educational institution (including a high school and public institution of higher education). Concurrent enrollment students earn course credit from each distinct educational institution and is not dual credit. Concurrent enrollment students are subject to the full cost of tuition.

**COLLABORATION:**

It is mutually recognized that the College and the School District have certain objectives in common, namely: (a) educating and training students in preparation for further education and future employment, (b) providing residents of the District with the highest quality educational opportunities, and (c) ensuring accessibility to education in the most economical means possible.

- The College and School District officials will work collectively to provide the necessary information to ensure that an effective college course schedule is created and maintained for dual credit.
- The College and School District officials agree to meet no later than February 1 to construct the schedule for the next academic year. Adjustments to the schedule will be made as needed. The College reserves the right to cancel courses due to low enrollment. Course cancellation decisions will be made prior to the first day of class.
- Maximum course enrollment is strongly encouraged to promote the best possible learning environment.
  - The course minimum for college courses taught, during the school day, by dual credit instructors (see page 3 for definition) is 10 students per section.
  - Course minimum for face-to-face or hybrid college courses taught by Lee College instructors at the high school is 20 students for a lecture course and 15 students for a lecture/lab course.
- The College point person is the Dual Enrollment Advisor and/or Director. The School District will appoint liaison(s) with the authority to approve courses and certify student eligibility.

**DUAL CREDIT REQUEST FORM:**

Each semester or year, a Dual Credit Request Form must be used to document all students' requests for enrollment in college courses and follow the review and approval process established by the College and School District. The form must contain signatures of the student, parent/guardian, and designated School District officials. All completed request forms must be turned into the Dual Enrollment Advisor and/or Director prior to the first day of class.

**ELIGIBLE COURSES:**

Lee College courses that are in the academic core, a field of study, or technical and that simultaneously allow students to earn credit toward a postsecondary degree or certificate and high school graduation are eligible for dual credit. College courses can be taken to meet elective or core course requirements at the high school. Classes offered in the high school setting must conform to the College's academic standards.

- The college 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 (SACSCOC).
- All college courses will adhere to the description and content of the course as defined in the current edition of either the Academic Course Guide Manual (ACGM) or the Workforce Education Course Manual (WECM).
- Courses will provide advanced academic instruction and content that provides the student the opportunity to master the Texas Essential Knowledge and Skills (TEKS) for the appropriate high school course.
- Developmental education courses are not approved for dual credit.
- The College and School District will make available an approved list of dual credit offerings for inclusion into the appendix.

**LOCATION OF CLASS AND TEACHING ENVIRONMENT:**

- Courses will be taught on a college campus/site, at the high school, or online/hybrid.
- High School Campus courses:
  - The College will work with the School District to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction that includes the following:
    - School District will ensure College faculty and dual credit students have appropriate access to all available instructional resources and essential technology,
    - School District shall permit access to the College's electronic learning resources when the course is taught at the School District, and
    - School Districts offering science courses shall meet the laboratory safety standards and have material/equipment that comply with the Colleges current science program requirements.
  - The College will clearly define the contact hours, curriculum and grading for college courses taught on a high school campus.
- **Online courses:**
  - The College will comply with the THECB's adopted Principles of Good Practice for courses offered electronically.
  - The School District will provide a proctored testing environment for its students.
  - The School District can provide a proctor for online courses at the School Districts expense.
- **Teaching Environment:**
  - The School District will ensure that the classroom environment is conducive to college-level learning by:
    - designating a classroom for the college classes,
    - displaying the signs provided by the College outside of the classroom that indicate "College Course is in Session", and
    - assuring no interruptions take place in the college course while in session, such as removing students for high school activities or making announcements except for official business or emergencies.

**SCHEDULING:**

- When there are differences in calendar schedules and College classes are being offered off the high school campus at a time when the School District is not in session, the student is responsible for attending the college course.
- When there are differences in calendar schedules and the College is not in session, the School District is responsible for providing personnel to supervise dual credit students.
- College or School District closures due to situations such as inclement weather or environmental issues will be honored without penalty to the students
- Students are responsible to abide by both College and School District calendars when participating in dual credit and concurrent enrollment.

**FACULTY SELECTION, SUPERVISION, EVALUATION AND DEVELOPMENT:**

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Instructor") to teach college course(s) for dual credit. Each approved Dual Credit Instructor will be supervised by the College's respective division chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures, in

accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

- The College will collaborate with the School District to ensure that the School District instructors applying to become Dual Credit Instructors meet the Colleges credentialing requirements, including individual department requirements.
- The College recommends that when the School District is hiring a teacher with the intention of becoming a dual credit instructor, the School District allow for a representative from the College content area to be on the hiring committee.
- School District faculty approved as Dual Credit Instructors will be cleared by the College's Office of Human Resources to teach college courses.
- Dual Credit Instructors will submit all required reporting documents such as roster verifications, student learning outcome results, core course assessment artifacts, syllabi/section outlines, and submission of grades (pass/fail and numeric) by the deadline set by the College.
- College and Dual Credit Instructors teaching college courses for dual credit will verify the first week class roster to validate all dual credit students are enrolled in the college course and refer students not on the roster to the appropriate School District liaison. Any student not listed on the Official 12<sup>th</sup> Day Verification (Census) Roster will not be enrolled in the college course.
- Dual Credit Instructors and College faculty teaching on the high school campus will notify the liaison on the high school campus when he/she will be absent due to an emergency or anticipates an absence. The liaison will then notify the College Dual Enrollment Office.
- Dual Credit Instructors teaching hybrid or online courses must comply with Lee College training/certifications for teaching hybrid/ online classes requirements.
- The School District will allow release time from School District duties for all Dual Credit Instructors to attend required College professional development days organized by the College before each College full semester begins and departmental meetings.
- The School District shall ensure that the building principals/ designee comply with all standards.

**CLASS CONFIGURATION:**

- College courses taught by College faculty on a high school campus during the school day will consist of dual credit students only.
- Non-dual credit high school students are not permitted to enroll into a dual credit course on a high school campus.
- College courses taught by College faculty can consist of a combination of dual credit and college credit students, except when the course is taught in the daytime at the high school campus.

**Course Curriculum, Instruction, and Grading:**

- The College will make every effort to adopt textbooks for a minimum of three years.
- The College will provide a list of textbooks in advance of the start of the semester for college courses taught by Lee College instructors at the high school campus to ensure purchase prior to the school year/term.
- The School District will ensure that all students have textbooks on the first day of class.

- Attendance information and periodic grade requests will be entered by dual credit instructors per progress period (three weeks).
- College policy restricts absences to three class meetings. Excused absences will be determined by the instructor.
- The School District or high school campus will supply a calendar of scheduled events at the beginning of the semester that could interrupt class instruction and will notify the course instructor two days in advance of any additional activities. All dual credit students are expected to notify their instructors of absences at the class meeting prior to the expected absence. Students are responsible for making up work when absent.
- To accommodate exchange of information among the College, School District, and instructors, all instructors teaching college courses will receive e-mail accounts from both the School District and the College.
- The School District will provide access to college faculty and dual credit instructors to input numeric grades into their respective student records/grading system.
- Submission of progress report grades may be in Pass/Fail (P/F) format, but semester and final grades will be numeric.
- Spring semester course averages for seniors will be submitted in numerical format by Lee College to the high school senior counselor or designee at the end of the 5<sup>th</sup> six-week period for the high school Academic Class Ranking process. A list requesting this grade for the seniors will be sent out by the Dual Enrollment office prior to the needed date.
- Student course evaluations will be conducted at the end of each semester.
- The School District is responsible for administering high school state mandated testing.
- Lee College is committed to providing all with a learning and work environment that is free from sexual harassment and assault. Appropriate resources, both on and off campus are available at <http://www.lee.edu/know-more/available-resources>. The link for the U.S. Department of Education Title IX – Sex Discrimination is [https://www2.ed.gov/about/offices/list/ocr/docs/tix\\_dis.html](https://www2.ed.gov/about/offices/list/ocr/docs/tix_dis.html)
- Lee College is an open enrollment institution and offers a variety of vocational and academic programs. Lee College does not discriminate on the basis of gender, disability, race, color, age, religion, national origin or veteran status in its educational programs, activities, or employment practices as required by Title VII, Title IX, Section 504, ADA, or 34 C.F.R.

#### **LIABILITIES OF PARTIES:**

Dual credit status shall neither enhance nor diminish on-campus liabilities for the College or School District. Management of risk and liabilities shall be in accordance with the College and School District policies and codes of conduct.

#### **ACADEMIC POLICIES, STUDENT CONDUCT, AND STUDENT SUPPORT SERVICES:**

Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit students.

- Course performance will be part of students' permanent academic records at Lee College and the School District.
- Students are subject to the rules of conduct, plagiarism, and disciplinary standards published in the College catalog and are subject to the penalties defined by such standards.

- Any discipline issues including academic dishonesty during college course instruction must be reported immediately to the high school and College Dual Enrollment Office.
- The high school will send a copy of all student discipline referrals and documented student behavior issues, related to or occurring during any college-instructed course, to the Lee College Dual Enrollment Office within a week after the event.
- Students who receive a final grade below a "C" will not be allowed to progress to other college courses without repeating the previous course successfully, unless approved through the dual enrollment appeal process.
- The School District will provide placement for students who are withdrawn from the course for any reason.
- Prior to registration the School District will encourage and assist students who need accommodations to self-identify each semester with the Lee College Disabilities Services located in the Access Center on the Lee College campus each semester.
- The College requires School District partners to follow all College accreditation related procedures and functions, including, but not limited to, student learning outcome assessment, Core (general education) assessment, strategic plan reporting, and syllabi posting in PeopleSoft and Blackboard.
- Lee College requires the School District partners to meet contact hour requirements for all course sections. Course sections that do not meet contact hour requirements must use Blackboard to meet minimum contact hour requirements. Courses and/or sections that do not consistently meet contact hour requirements may be suspended or canceled until such a time contact hour requirements can be satisfied.
- Support Services such as labs and tutoring on the Lee College campus are available for utilization by all high school students enrolled at Lee College. Students should obtain a Lee College student id.

#### **STUDENT ELIGIBILITY:**

- The College requires School District partners to follow all College enrollment procedures and guidelines for dual credit students.
- All high school students are eligible for dual enrollment by meeting the college readiness standards under the provisions of the Texas Success Initiative (TSI) and prerequisites for the course as defined by the College.
- There is no limit on the number of courses a high school student can enroll in during a semester; however, careful evaluation of obligations should be taken into account.
- Specific exceptions to eligibility are defined in THECB 4.85 (b).
- Dual credit students shall be limited to eligible courses identified in the appendix
- Dual credit students must comply with Financial Aid Satisfactory Academic Progress (SAP) requirements regardless if they are receiving aid or not.

#### **TRANSPORTATION:**

- Transportation for classes to College sites will follow School District policy, which will determine whether the School District will provide transportation and/or allow students to drive their own vehicles.
- Students driving their own vehicles to the College campus must obtain parking permits.
- The College is responsible for transportation related to classroom field trips and may work with the School District to provide the best means.
- The College will make the School Districts aware of any college-sponsored field trips.

**TRANSCRIPTION OF CREDIT:**

- o The College as well as the high school should transcript a student's grades immediately upon completion of the performance required in the course. [THECB 4.85(h)]. Letter grades will be posted on the College transcript.
- o Final numerical grades will be sent to the high school representative in an encrypted spreadsheet after all grades have been collected.
- o The School District transcription of grades for courses may differ from the College's based on Texas Education Association policies, specifically those relating to courses required to have the End of Course STAAR exams.

**ENROLLMENT AND TESTING:**

The College will provide information sessions to all interested high school students and parents prior to registration. These sessions will include content about academic policies, access to student information, support services, cost, and student opportunities and commitments.

- o Dual credit students attending for the first time will:
  - o apply to the College.
  - o take any required placement tests and pay applicable fees, if required.
  - o complete the dual credit request form.
  - o complete other applicable assessments or forms.
- o Each semester the College will provide two placement testing sessions for each high school in the School District. Students requiring testing services above and beyond these sessions will be required to test at the Lee College Testing Center and pay any fees associated with testing.
- o High schools can assign testing proctor(s) to be trained to administer the test on the high school campus.
- o Cooperatively the College and the School District will ensure students are registered and enrolled in classes.
- o The College will provide an orientation for first-time dual credit students.

**PAYMENT FOR SERVICES:**

Payment is expected prior to the first day of class. Tuition for dual credit students is \$125 per course, per semester.

Dayton School District transfers the responsibility of tuition, fees and books to its students; students are expected to pay the college directly.

Dayton School District will be responsible for their student's tuition, fees, and books.

Dayton School District will be responsible for their student's tuition and fees but transfers the responsibility of books to its students.

**Dual Credit Instruction Cost:**

The College will pay the School District directly at the end of each semester in a lump sum for Dual Credit Instructor course sections taught on the high school campus during the school day. The payment to the school district will be based on the course enrollment as of the College

census date as specified in the table. Any arrangements for payment to the Dual Credit instructors for teaching Dual Credit courses will be made by the School District.

	10-15 Students	16-19 Students	20+ Students
Lecture Course	\$700	\$1000	\$1400
Lecture/Lab Course	\$900	\$1200	\$1600

**ADDITIONAL COSTS:**

**Low enrollment classes:** A minimum of 10 students per section is expected for all course sections taught by Dual Credit Instructors. A minimum of 20 students for lecture courses and 15 students for lecture/lab courses is required for all course sections taught by College faculty during the school day on the high school campus.

If the School District is unable to meet the minimum enrollment, the School District can choose to pay for the unoccupied seat(s) at the amount of \$125 per seat, per semester

**Late Add Provision:** Late additions to an open course after the start of the semester will only be available prior to the second class meeting.

**Hours beyond contact hours:** If the School District requests that the class taught by a College faculty meet for more than the number of contact hours approved by the THECB, the School District will reimburse the College for the costs of that additional instruction or supervision at the current College rate. As a rule, no college class will meet more than the contact hours unless a dual credit instructor is teaching.

**Unpaid student accounts:** If the School District allows students who have not paid tuition and fees to remain enrolled in a course, the School District assumes responsibility for monies associated with the students' tuition and fees.

**FUNDING:**

Both the College and the School District will report students for state funding purposes.

**DATA SHARING:**

To encourage student persistence, assess the Dual Enrollment Program, and to measure student-learning outcomes, the College and School District will exchange student information, grades, and any other data, as permitted by law.

**RECOGNITION OF HIGHER EDUCATION PARTNER**

When reporting and publicizing dual credit student completion of college courses, degrees or certificates, the School District will recognize Lee College as their Higher Education partner. In addition, the School District will include the Lee College approved logo and/or name in all communications in which any College course or program is included.

**TERM, RENEWAL, AND TERMINATION:**

The terms of this agreement shall commence on August 1, 2019 and supersede previous agreements. This agreement may be amended by mutual written consent. Either party



reserves the right to terminate the agreement with a 90-day written notice to the College's President or the School District's Superintendent at the end of the current term.

**AUTHORIZATION OF AGREEMENT:**

Each party represents and warrants to the other the execution of this agreement has been duly authorized and this agreement constitutes a valid and enforceable obligation of such party according to its terms.

In Witness thereof, this agreement, in duplicate of originals of equal force has been executed on behalf of the parties hereto as follows:

Dayton School District  
Dr. Jessica Johnson  
Print Name (School District Official)

Lee College  
Dr. Dennis Brown  
Print Name (College Official)

Superintendent  
Print Title  
[Signature]  
Signature  
9/17/19  
Date

President  
Print Title  
Dennis Brown  
Signature  
10.30.19  
Date