

**Dual Credit Partnership Agreement
Weatherford College and Peaster Independent School District**

This Memorandum of Understanding ("MOU") is entered into as of the 1st day of January, 2021, (the "Effective Date") between Peaster Independent School District (DISTRICT), a Texas Education Agency certified secondary education provider in the State of Texas, and Weatherford College ("WC"), of the Parker County Community College District. This document will serve as the instructional partnership agreement between the educational organizations identified herein and shall be approved and signed by the governing boards or designated authorities of those participating parties.

The term of this agreement shall begin on the date identified and continue for a period of four years. Thereafter, this MOU may be renewed according to terms mutually agreeable to both institutions. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term." Either party may terminate this MOU, without cause, upon at least thirty (30) calendar days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.

The District and Weatherford College agree to the following:

Elements of Partnership Agreement:

- A. Statewide Goals
- B. FERPA
- C. Student eligibility requirements
- D. Eligible Courses
- E. Course Equivalency Crosswalk
- F. Attendance and satisfactory academic progress
- G. Location of class
- H. Composition of class
- I. Faculty selection, supervision, and evaluation
- J. Course curriculum, instruction, and grading
- K. Exam Proctoring
- L. Academic policies and student support services
- M. Transcription of credit
- N. Funding
- O. Notice of Partnership
- P. University Interscholastic League (UIL) Eligibility
- Q. Legal Liability and Compliance Standards

(A) Statewide Goals

In HB 1638, the State of Texas lists the following goals of dual credit education:

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.
2. Dual credit programs will assist District students in the successful transition to and acceleration through postsecondary education.
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.
4. The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

In partnership with the District, Weatherford College offers the following means of meeting these goals:

1. The college partners with the District to present information to students and parents at annual dual credit informational nights hosted at the District. The college's website includes a dual credit page that outlines the steps to apply for, enroll in, and pay for dual credit classes. The college hosts two annual meetings for District administrators, one in the fall for superintendents, principals, and counselors; and one in the spring for counselors. The college markets its dual credit programs in cooperation with its secondary education partners. All such information is posted to the college's dual credit website.
2. Weatherford College manages data on student performance and persistence after leaving the WC dual credit program through organizationally generated records and through data collected from the National Student Clearinghouse. These data include post-secondary enrollments, student majors, persistence, time to degree completion, and graduation from participating colleges and universities.
3. Weatherford College provides academic advising to dual credit students, both in making dual credit course selections as well as in the transfer of dual credit coursework to postsecondary institutions after completion of secondary education.
4. Weatherford College maintains the same credentialing and curricular standards for dual credit faculty and courses that it does for non-dual credit faculty and courses, as outlined in detail below.

(B) FERPA

Federal regulations stipulate that college students must be regarded as adults, regardless of age, with respect to their student records. This standard compels Weatherford College to adhere to the Family Education Rights and Privacy Act (FERPA) as the college handles issues of student records. See Addendum C for details about FERPA and the Weatherford College FERPA release forms.

(C) Student Eligibility Requirements

To be eligible for enrollment in a dual credit course, a student who is enrolled in a public, private, or non-accredited secondary school or who is home-schooled must:

1. attain freshman year high school standing.

2. meet all the college's regular prerequisite requirements designated for the course (e.g., minimum score placement test scores, minimum grade in a specified previous course, etc.).
3. exhibit and maintain the level of intellectual, personal, and social maturity associated with college-level coursework.
4. participate in adult/college level class discussions that may include controversial issues or subject matter.
5. expect to invest at least as much time out of class as in class reading, studying, and completing assignments.

Further, to be eligible for enrollment in a dual credit course for which college readiness assessment is required, the student must present a passing score on a Board-approved college readiness assessment instrument in the area or areas deemed relevant by the college for the intended dual credit course in which the student shall enroll.

WC recommends demonstration of college-level reading proficiency for all transfer-intended college courses. WC requires demonstration of college-level reading proficiency for the following courses: ENGL 1301, ENGL 1302, all 2000-level ENGL classes, HIST 1301, HIST 1302, all 2000-level HIST classes, GOVT 2305, GOVT 2306, PHIL 1301, and PHIL 2306. WC requires demonstration of college-level writing proficiency for the following: ENGL 1301, ENGL 1302, and all 2000-level ENGL classes. WC requires demonstration of college-level mathematics proficiency for the following courses: all MATH at the 1000 or higher level; BIOL 1406, BIOL 1407, CHEM 1411, PHYS 1401, ACCT 2301.

1. Appropriate scores on any of the following approved tests may be used, depending on grade level: PSAT, SAT/ACT, STAAR EOC, and TSI Assessment.
2. The testing standards are:
 - PSAT: a score of 460 on the evidence-based reading and writing (EBRW); a score of 510 on the mathematics.
 - ACT: composite score of 23 with 19 on English AND Math.
 - SAT: composite scores of 1070 (critical thinking + math) with 500 on critical reading AND Math.
 - STAAR End of Course (EOC) for Dual Credit eligibility: score of 4000 on English II, a score of 4000 on Algebra I and a passing grade in the Algebra II course.
 - TSI Assessment standards: Reading 351; Writing 5 on the essay or 4 on the essay with a score of 340 on multiple choice; Math 350 or higher.

To be eligible for enrollment in a dual credit course included in a Technical Certificate Program ranging from 15 – 42 semester credit hours, the student must complete an Apply Texas application.

(D) Eligible Courses

According to Texas S.B. 1091, courses offered for dual credit must be (1) in the core curriculum of the public institution of higher education providing college credit; (2) a career and technical course; or (3) a foreign language course. Some academic transfer courses considered “technical” in nature may be offered for dual credit; these courses include those with the following rubrics: ACCT (accounting), AGRI (agriculture), ARCH (architecture), BCIS (business computer information systems), COSC (computer science), CRIJ (criminal justice), ENGR (engineering), ENGT (engineering technology), FORE (forestry), HORT (horticulture), and RNSG (nursing). Dual credit courses are offered through partnership between the institutions identified.

Dual credit courses *do not* include courses attempted independently by students of the secondary education partner. Such students are classified as early admissions rather than dual credit. The student is responsible for communicating with the District regarding coursework completed by the individual student through early enrollment if that coursework is to be considered toward completion of secondary education graduation requirements.

Dual credit courses must meet comparable minimum and maximum enrollment standards as applied to the same course at all other campuses of the college. Weatherford College will notify the District in a timely manner if enrollment does not meet the minimum enrollment in order to allow time for alternative scheduling arrangements.

A Dual Credit course is a college course in all respects. The curriculum and teaching methods are the same as in other college courses. All dual-credit course instruction and materials must be identical to that used for the same courses taught at all other campuses of the college.

(E) Course Equivalency Crosswalk

Dual-credit-to-high-school-credit crosswalks are unique to each participating institution. The crosswalk is identified as Addendum B to this document.

(F) Attendance and Satisfactory Academic Progress

Dual credit students are expected to attend class and maintain satisfactory academic progress. Students are subject to the college’s attendance policy, outlined below:

“Participation in College-sanctioned activity is considered an excused absence, provided that students complete the Excused Absence Form, have it signed by the activity advisor, and present it to all instructors prior to the impending absence. For students in dual-credit classes, high-school-and-/or UIL-sponsored absences will also be considered excused absences, provided that, prior to the impending absence, students provide instructors with signed documentation from the activity advisor.

In the case of work missed due to an excused absence, when it is feasible to submit work early, students will be permitted the opportunity to do so, provided that before the absence occurs

they 1) supply their instructors with documentation of the absence and 2) make arrangements with their instructors to make up the work missed. If the nature of the missed work cannot be adequately reproduced outside of the class, instructors should note how the absence may be expected to impact the student's progress in a course. The activity advisor shall consider the instructor's comments while determining if the student should participate in the identified activity."

Excessive and/or prolonged absences from class will negatively affect a student's grade. Likewise, failure to maintain satisfactory academic progress in formative assignments will impact summative course grades. Faculty will report students to the Secondary Education Institution for excessive absences and/or significant failure to maintain satisfactory academic progress. The college reserves the right to withdraw the student from a dual credit class due to excessive absences and/or failure to maintain satisfactory academic progress.

Students who miss more than one week of class due to secondary school suspension, assignment to alternative education and/or expulsion may be withdrawn from the college course. Student continuation in the course may be approved by mutual agreement between the college and the Secondary Education Partner.

(G) Location of Class

Dual credit courses may be provided on the college campus, the District campus, online, or in a hybridized format. For dual credit courses provided exclusively to secondary students on the District campus and for dual credit courses provided electronically, the College shall comply with applicable rules and procedures for offering courses at a distance. In addition, dual credit courses provided electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically.

For dual-credit courses taught at the District, the District shall appoint a liaison officer who is responsible for facilities, supplies, support of faculty, and communications.

For dual-credit courses taught online, the District shall appoint a classroom facilitator whose responsibility is to support the teaching-learning process.

For dual credit courses taught at the District, the Secondary Education Institution shall provide an atmosphere which promotes a collegiate environment for classes. This includes adequate classroom facilities, limited disruptions for announcements, pep rallies, and other District related activities, and support in students' course attendance.

No dual credit student shall attain more than 29 semester credit hours of instruction as provided by Weatherford College through dual credit coursework provided at a single District campus unless a Substantive Change notice has been filed with and accepted by the Southern Association of

Colleges and Schools Commission on Colleges (SACS-COC) to offer more than half of the associate degree curriculum at the District.

(H) Composition of Class

Dual credit courses provided online or at a college campus may be composed of dual credit students only or of dual and college credit students.

Dual credit courses provided on a high school campus may be composed of dual credit students only or of dual credit and non-dual-credit high school students.

(I) Faculty Selection, Supervision, and Evaluation

The college shall select instructors of dual credit courses. These instructors must be regularly employed as faculty members of the college. These instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college to select faculty responsible for teaching the same courses at all other campuses of the college. The college shall supervise and evaluate instructors of dual credit courses using the same procedures used for faculty at all other campuses of the college.

High school faculty who teach dual credit **academic transfer** courses will be paid for services rendered under this agreement in accordance with the college’s established rate and schedule for embedded faculty. Faculty who teach dual credit **technical** courses will be paid for services rendered under this agreement at the rate of \$200 per semester credit hour. All classes for which a faculty member is compensated by Weatherford College must meet a minimum headcount of 10 at the time the 12th class day rosters are certified. Continuation of classes with headcounts below 10 at the time of the 12th class day must be approved by the college, the Secondary Education partner institution, and the faculty member. Unless otherwise agreed to in writing between all parties, a faculty member teaching a class with an enrollment of fewer than 10 students shall be compensated at a proportional rate with each enrolled student counting 1/10 toward the normal rate of compensation for the course.

(J) Course Curriculum, Instruction, and Grading

The college shall ensure that dual credit course is equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation to the same course at all other campuses of the college. When applicable, college preparatory coursework is addressed in Addendum A of this document.

(K) Exam Proctoring

Exams for online or hybrid classes may be taken at the District provided they are proctored by a WC-approved proctor with a signed proctor agreement on file with the WC Dual Credit office. Exam proctors are expected to ensure test integrity and to report any academic integrity violations to the WC Dual Credit office. Online testing for WC Dual Credit courses may require the use of a remote

proctoring service. WC Technology Services will assist District personnel with the process of acquisition and set-up of the technology where applicable.

(L) Academic Policies and Student Support Services

Academic policies applicable to courses provided at all other campuses of the college must apply to dual credit courses. These policies may include, but are not limited to, the appeals process for disputed grades, the drop policy, the communication of course syllabi and grading policy to students, etc.

Dual Credit students desiring to take more than 16 semester credit hours in a long (fall or spring) semester must have a recommendation from their high school counselor and written permission from the WC Vice President of Academic and Student Affairs. All requests for semester overloads must be made no later than the last business day before the first day of the semester for which the request is being made. No student will be permitted to enroll in more than 20 semester credit hours in any long semester.

Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded non-dual credit college students. The college is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible. The following support services are available online or in person at a WC campus: WC library resources, writing support, tutoring, and ADA/504 accommodations. The following support services are available online, over the phone, or in person at a WC campus: payments. The following support services are available over the phone or in person at a WC campus: academic advising.

Reports of discrimination based on sex, including sexual harassment or gender-based harassment, may be directed to the Title IX coordinator. The College District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Adam Finley
 Position: Executive Dean, Student Services
 Address: 225 College Park Drive, Weatherford, TX 76086
 Telephone: (817) 598-8831

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The College District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: Dawn Kahlden

Position: Director, Special Populations
 Address: 225 College Park Drive, Weatherford, TX 76086
 Telephone: (817) 598-6350

The College and the School District will work collaboratively to share in a timely manner any and all information necessary in the event of an investigation involving harassment and/or discrimination.

(M) Transcription of Credit

For dual credit courses, secondary as well as college credit should be transcribed immediately upon a student's completion of the course.

(N) Funding

1. The state funding for dual credit courses will be available to both public school districts and colleges based upon the current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.
2. A student attempting transfer-intended dual credit coursework shall be billed for that coursework at the regular, in-district rate. A student attempting non-transfer intended, technical coursework provided at the District site and using District instructional staff shall be billed for that coursework at the rate of \$10 per semester credit hour.
3. For dual credit students who qualify for financial aid, the college may provide need-based scholarship awards. Each student who wants to be considered for the grant will fill out the Free Application for Federal Student Aid (FAFSA) or, if ineligible to complete the FAFSA, the Texas Application for Student Financial Aid (TASFA). Eligible students may be awarded up to 6 hours of in-district tuition scholarship each fall and spring semester to cover tuition costs for transfer-intended dual credit classes or up to 12 hours of scholarship each fall and spring semester to cover tuition costs for technical dual credit classes. The scholarship awards cover tuition costs only. Eligibility is based on Expected Family Contribution as determined through the FAFSA or TASFA. All award decisions are made by the Weatherford College Financial Aid office. Funds may be limited, and priority is given to applications made by mid-June prior to that fall's enrollment.
4. The District agrees to pay 0 [X%] _____ of tuition. The District agrees to pay 0 [X%] _____ of student fees. The Secondary Institution agrees to pay 0 [X%] _____ of course textbook costs.

(O) Notice of Partnership

The District will provide the Weatherford College Dual Credit office with a list of all institutions it partners with and dual credit opportunities those partnerships provide the District's students (e.g., OnRamps, other colleges and universities, etc.)

(P) University Interscholastic League (UIL) Eligibility

Weatherford College assumes no responsibility for loss of eligibility of District students enrolled under this program to participate in UIL activities.

(Q) Legal Liability and Compliance Standards

- a. **Non-Compliance** Notwithstanding any provision herein to the contrary, if WC does not comply with any part of this MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice from the District, this MOU may be terminated immediately upon written notice from the District, in the District's sole discretion.
- b. **Liability** Neither the District or its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause or action of any person or group arising from (a) the use of district property and/or equipment by WC and WC's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) non compliance with this MOU, or (c) any act, omission, or negligence of WC, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors. Except as may otherwise be provided herein, the District makes no express or implied warranties of any kind. To the fullest extent permissible under applicable law, the District disclaims all warranties, express or implied, including, but not limited to, warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, and delays. Except as expressly provided herein or as required by law, under no circumstances shall the District be liable for exemplary, special, punitive, consequential, or incidental damages, including, without limitation, lost profits, business revenue, or goodwill due to any cause whatsoever, even if the District has been advised of the possibility of such damages.
- c. **Indemnity**. WC agrees that WC shall indemnify, defend, and hold harmless the District and the District's past, present, and future trustees, officers, and employees, from and against all claims, demands, causes of action, damages, costs, and expenses, including, without limitation, court costs and reasonable attorneys' fees, of any kind or nature asserted by any third party, occurring or in any way incident to, arising out of, or in connection with any acts of WC and/or WC's participants, visitors, agents, employees, contractors, invitees, or licensees done in connection with this MOU. WC's obligations under this clause shall survive termination or expiration of this MOU. The District agrees that it shall indemnify, defend, and hold harmless WC and WC's past, present, and future trustees, officers, and employees, from and against all claims, demands, causes of action, damages, costs, and expenses, including, without limitation, court costs and reasonable attorneys' fees, of any kind or nature asserted by any third party, occurring or in any way incident to, arising out of, or in connection with any acts of the District and/or the District's participants, visitors, agents, employees, contractors, invitees, or licensees

done in connection with this MOU. The District's obligations under this clause shall survive termination or expiration of this MOU.

- d. **Notice** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:

If to the District: Superintendent
 District


If to WC: Mr. Michael Endy
 Vice President of Academics and Student Affairs
 Weatherford College

Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph.


- e. **Relationship of the Parties.** It is understood and agreed that WC is a separate legal entity from the District and WC is not an employee, agent, joint venture, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and either WC or any employee or agent of WC.
- f. **No Waiver of ISD's Immunity.** The execution of this MOU and the performance by the District or WC of any of its obligations hereunder are not, and are not intended to waive or relinquish, and neither the District nor WC shall waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the District, its trustees, officers, employees, or agents under federal or Texas laws.
- g. **No Third Party Beneficiaries.** Nothing in this MOU shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.
- h. **Governing Law and Venue.** This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Parker County, Texas.
- i. **Entire Agreement.** This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

- j. **Severability.** In the event that any one or more of the provisions contained in this MOU 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 provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- k. **Interpretation.** The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.
- l. **Changes and Amendments.** This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.
- m. **Assignment.** Neither this MOU nor any rights, duties, or obligations under it shall be assignable by WC without the prior written acknowledgment and authorization of ISD. Any attempted assignment by WC without ISD's prior written consent shall be void.
- n. **No Waiver.** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
- o. **Captions.** The captions herein are for convenience and identification purposes only, are not an integral part hereof and are not to be considered in the interpretation of any part hereof.
- p. **Counterparts.** This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

Upon approval by the respective governing boards of both partners, and upon signing by the Board Presidents or their designees, this Agreement shall remain in effect until renewed, amended, or terminated with 30 days' written notice by either party to the other.



 District Superintendent or Designee



 Michael Endy
 Vice President of Academics and Student Affairs

12/18/2020

 Date

01/25/2021

 Date



STAY CLOSE • GO FAR

Peaster High School

Academic Dual Credit Course Crosswalk

Weatherford College	Course Code	# of Coll. Credits	H.S. Equivalent	# of H.S. Credits	H.S. PEIMS Code
Freshman College Eng I	ENGL 1301	3	ENG 4 sem 1	0.5	3220400
Freshman College Eng II	ENGL 1302	3	ENG 4 sem 2	0.5	3220400
Art Appreciation	ARTS 1301	3	Art	1	3500110
Horticulture	AGRI 1415	4	Horticulture	0.5	13002000
Adv. Animal Science	AGRI 1419	4	Adv. Animal scienc	0.5	13000700
Intro. To Speech	SPCH 1311	3	Prof Comm	0.5	13009900
Public Speaking	SPCH 1315	3	Prof Comm	0.5	13009900
Intro. To Sociology	SOCI 1301	3	Sociology	0.5	3370100
Federal Government	GOVT 2305	3	US Government	0.5	3330100
US History I	HIST 1301	3	US Hist sem 1	0.5	3340100
US History II	HIST 1302	3	US Hist sem 2	0.5	3340100
Intro. To Psychology	PSYC 2301	3	Psychology	0.5	3350100
Macroeconomics	ECON 2301	3	Economics	0.5	3310300