



MEMORANDUM OF UNDERSTANDING

**Midland College Dual Credit Program
Academic Year 2025/2026**

PURPOSE

This Memorandum of Understanding (referred to as the “Agreement”) is entered into by Midland College (referred to as the “College”) and Buena Vista Independent School District (referred to as the “Partner”). The purpose of this Agreement is to provide students with the opportunity to participate in the College’s Dual Credit Program (referred to as the “Program”). Students participating in the Program earn both high school and College credit by completing courses that follow the College’s curriculum.

Program enrollment helps students:

- Build academic and technical skills,
- Earn industry-based credentials,
- Explore careers,
- Enter professional fields, and
- Pursue higher education opportunities.

This Agreement is made in accordance with all applicable laws, policies, and standards.

THE PROGRAM

A: ELIGIBLE COURSES & PATHWAYS

To be offered as part of the Program, courses must be in the College’s Core Curriculum, a Career and Technical Education course, a Foreign Language course, a course in a Texas Higher Education Coordinating Board (THECB) approved Field of Study, or as part of an early college pathway.

Approved courses appear on course lists, crosswalks, and pathways defined in Exhibit 1 – Approved Pathways & Courses.

B: STUDENT ELIGIBILITY

Requirements determining student eligibility are controlled by the State of Texas and differ depending upon whether a student is classified as Degree Seeking or Non-Degree Seeking.

Non-Degree Seeking: Until students reach one of the following milestones, they are classified as Non-Degree Seeking:

- **Early College Pathway:** Students in an associate degree program must have a degree plan before the end of the semester after completing 30 credit hours.
- **Standard Dual Credit:** A degree plan is required before the end of the second regular semester after earning 15 credit hours.
- **Transfer In:** Students who start Midland College with more than 15 earned credit hours must have a degree plan by the end of their second regular semester.

Students who are classified as Non-Degree Seeking are not required to meet college readiness standards (TSI exemption or completion). Students who reach one of the milestones listed above become Degree Seeking.

Degree Seeking: Once a student has become a Degree Seeking student, they are required to be Texas Success Initiative (TSI) Exempt or Texas Success Initiative (TSI) Qualified.

- *Texas Success Initiative (TSI) Exempt:* Students who are exempt from the TSI include students enrolled in a Level 1 Certificate pathway. A full list of TSI exemptions can be found in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54. A summary of TSI exemptions can be found in the above referenced portion of the Texas Administrative Code.
- *Texas Success Initiative (TSI) Qualified:* Students who have demonstrated college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative in relevant section(s) of the assessment.

C: LOCATION OF CLASS

Program courses may be taught on a College campus, a Partner campus, or online. The College does not, and a Partner may not, require students to be at any specific location to receive online instruction through the Program.

D: STUDENT COMPOSITION OF CLASS

Courses offered through the Program are College courses. College courses are populated by College students (Program students, or a mix of Program and traditional College students). See: Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85(d).

Partner schools may wish to co-seat high school credit-only students with Program students. Co-seating high school credit-only students with Program students requires notification to the College.

A co-seated course may occur if the creation of a high school credit-only course is not financially viable for the high school and if:

- a. The course involved is required for completion under the State Board of Education High School Program graduation requirements; or
- b. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c. The course is a career and technical education course, and the high school credit-only students are eligible to earn articulated college credit.

Notification of co-seated courses may be made by emailing dualcredit@midland.edu, with "Notification of Co-seated Course" in the subject line.

E: FACULTY

Program courses are taught by College faculty. College faculty meet the standards of the College's accrediting agency. College faculty are hired and assigned courses consistent with the Midland College Employee Handbook and the Midland College Faculty Handbook.

F: INSTRUCTION

The College shall ensure that a Program course and the corresponding course offered at the main campus of the College are equivalent with respect to curriculum, materials, and method/rigor of student evaluation.

College content experts will work with Partner content experts to crosswalk the course learning outcomes and to ensure the College course learning outcomes meet or exceed the corresponding crosswalked course learning outcomes mandated by Partner accrediting entities.

The College will select all textbooks and instructional materials required for Program course offerings. College course syllabi and textbooks must be used in Program courses with grades regularly recorded in the College's learning management system, Canvas.

G: ADMISSION & ADVISING

The College, through the Dual Credit Service Center, will work with Partner counselors on the admission and advising of dual credit students. To support an orderly and timely admission and advising process, the College has adopted the timeline outlined in Exhibit 2.

H: ACADEMIC POLICIES

In addition to the policies and standards of the Partner, Program students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's Student Handbook.

I: STUDENT SUPPORT SERVICES

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Program students have access to academic advising through the Dual Credit Service Center. See: ADMISSION & ADVISING
- b. Program students have access to accommodations for students with disabilities.
- c. Program students have access to learning supports such as
 - The Fasken Learning Resource Center (LRC) and the digital learning and research materials it provides.
 - Online tutoring through nettutor.
- d. Program students have access to academic achievement programs (e.g., Honors Program).

The Partner will ensure Partner librarians receive training from the College on learning support provided by the College.

J: TRANSCRIPTION OF CREDIT

The College and Partner will transcribe grades immediately upon a student's completion of a Program course.

GENERAL TERMS & CONDITIONS

K: TERM

The term of this Agreement will begin on the later of the execution date, or August 1, 2025, and will continue until July 31, 2026.

L: DATA SHARING

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and Partner for students concurrently enrolled without parent or student consent. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Partner, including those disclosed to the Partner by the College.

As required by law, the College and Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. Code §552.001 et. Seq.). While in possession of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the Program will be granted access are required by FERPA. All

persons authorized to have access to student data understand that under FERPA they can be held liable for all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and Partner shall maintain the confidentiality of all student data exchanged pursuant to this Agreement. The confidentiality requirements under the paragraph shall survive the termination or expiration of the Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this Agreement, the College and the Partner shall establish a system of safeguards that shall, at minimum, do the following:

- a. The College and Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and the Partner.
- b. College and Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain confidentiality of all student and staff related personally identifiable information.
- c. The College and Partner shall develop and implement procedures and systems that ensure all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this Agreement that ensure any and all disclosures of confidential student and staff data comply with all provisions of federal and Texas laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this Agreement.
- e. The College shall return to the Partner all data or any portions thereof requested by the Partner, or, at the Partner's election, the College shall destroy all or any part of the Partner's data that is within the possession or control of the College and shall, upon request of the Partner, provide certification of such destruction. The Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Partner shall destroy all or any part of the College's data that is within the possession or control of the Partner and shall, upon request by the College, provide certification of such destruction.

- f. The College shall obtain permission from the Partner prior to publication or disclosure of relevant data, or other uses not outlined in this Agreement. The Partner shall obtain permission from the College prior to publication or disclosure of relevant data or other uses not outlined in this Agreement.

M: FUNDING & PROGRAM COSTS

Program courses are provided to eligible students at no cost to the student.

Program Tuition:

The Financial Aid for Swift Transfer (FAST) Program provides the College funding to cover tuition costs for eligible students. Eligible students are considered eligible if they have been “educationally disadvantaged” at any time during the four previous school years. Students are considered educationally disadvantaged if they qualify for participation in the National School Lunch Program.

The College covers tuition costs for non-FAST qualified transfer dual credit students.

Course Materials:

The College is moving to Open Educational Resources (OER) for courses in the Core Curriculum. The move to OER greatly reduces or eliminates the cost of course materials for these courses.

Where possible, the College is also moving to OER for Career and Technical Education (CTE) courses. The College works with Partner high schools with CTE enrollment to cover the cost of CTE course materials.

N: ALIGNMENT WITH STATEWIDE GOALS

Goal 1: The College and Partner will implement purposes and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- The College will be invited to participate in all information sessions that promote dual credit hosted by the Partner.
- The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
- The College and the Partner will collaborate in promoting the Program through press releases, social media, and their respective web pages.
- The College and the Partner will consider the use of free or low-cost open educational resources.

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

- The College will participate in ongoing data sharing with the Partner.
- The College and the Partner will provide ongoing academic support and interventions to facilitate the students successful transition to college.

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

- The College and the Partner will collaborate and coordinate providing a “new student orientation” for all Program students.
- The College advisors (Dual Credit Service Center / Williams Regional Technical Training Center) and Partner counselors will communicate and coordinate in the advising of Program students to ensure maximum transferability of courses and completion of programs.

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

- The College will provide professional development to the Partner faculty who have been credentialed through the College (a/k/a “Embedded Faculty”) to teach Program courses.

O: MARKETING

The Partner and the College will coordinate on Program marketing and promotion. Please contact dualcredit@midland.edu to schedule a meeting with the College marketing team.

P: NON-DISCRIMINATION

The College does not discriminate on the basis of race, color, national origin, sex, gender, disability or age in its programs and activities.

Q: TERMINATION

The College and Partner reserve the right to terminate this Agreement by notice from either party in accordance with this Agreement or by operation of law. The College or the Partner may terminate the Agreement at least ninety (90) days before the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or designated Partner official, and personally delivered to the other party in this Agreement.

R: TITLE IX

The College and Partner acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the Partner to establish clarity and coordination with a set of consistent guidelines for each to follow.

The general principle is one of establishing a nexus and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties. If case jurisdiction exists for both parties, collaborative investigations and separate resolutions in accordance with the policies of each party will occur. In all collaborative processes, the parties agree to share investigation information with each other to the extent permitted by law.

In any complaint where law permits, the College and the Partner agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same part, that party shall normally have primary jurisdiction over the complaint.

Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supporting measures to the complainant.

Where a party provides only instruction/credit for a course and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

Where a party controls only the venue of a course and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

Control: 1) a party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course. 2) a party who provides instruction in the venue of the other party does not control that venue.

Student: 1) a student enrolled in a dual credit course is a student of both parties, regardless of which party has the primary relationship with the student. 2) Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual enrolled.

Imposing consequences on a respondent by two parties is appropriate when the student is enrolled in the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

Each party's employees are expected/encouraged to participate as a witness in any resolution process as necessary.

S: MODIFICATION

This Agreement may only be modified by a written supplemental agreement executed by both Parties.

T: NOTICE

Any notice given under this Agreement by either party may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

COLLEGE

Midland College
3600 N. Garfield
Midland, TX 79705
Attn: Office of the President

With a copy to:

Midland College
3600 N. Garfield
Midland, TX 79705
Attn: AVP of Partnerships

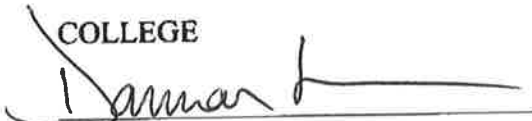
PARTNER

With a copy to:

U: AUTHORITY

The persons signing below on behalf of the College and Partner warrant they have authority to execute this Agreement according to its terms.

COLLEGE



President, Midland College

PARTNER



Superintendent, Buena Vista ISD

07 July 2025
Date

6-24-2025
Date