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KILGORE COLLEGE

PINE TREE INDEPENDENT SCHOOL DISTRICT

A Memorandum of Understanding Between the Kilgore College District and the Pine Tree Independent School District Concerning Dual Credit Courses

This Memorandum of Understanding ("MOU") is entered into by Pine Tree Independent School District ("ISD") and Kilgore College ("KC") to set forth the terms, rules and responsibilities for the Dual Credit Programs between these two parties.

Term and Termination: This MOU shall be in effect from August 26th, 2024 (start of Fall 2024 Semester) through August 21, 2025 (End of August Mini Semester) ("Term") unless renewed by the parties or terminated early. This MOU shall be reviewed annually and may be renewed upon written approval of ISD and KC.

Either party may terminate this MOU with or without cause by giving written notice to the other party at least sixty (60) days prior to the date of termination. However, this MOU shall not terminate in the middle of a semester so if notice and the termination date given is during a current semester, then the date of termination shall be the last day of the semester so that students may complete the semester.

Goals and Purpose: Dual Credit is defined as a process by which a high school student enrolls in a college course and receives simultaneous academic credit for the course from both the college and the high school. While dual credit courses are often taught on the secondary school campus to high school students only, this definition also applies when a high school student takes a course on the college campus or electronically and receives both high school and college credit. Dual credit can also be referred to as concurrent course credit - the terms are equivalent. (Chapter 4, Subchapter D, §483, Texas Higher Education Code)

The State of Texas has continually raised the bar for higher education, through Closing the Gaps in 2000, and 60x30 TX in 2015. Building a Talent Strong Texas expands on the successes of these previous plans by widening the lens for higher education. Building a Talent Strong Texas focuses on three measurable, data-driven goals:

Goal 1: Attainment of certificates and degrees so at least 60% of Texans ages 25-64 have a postsecondary credential of value by 2030.

Goal 2: Postsecondary credentials of value aligned with workforce demands that will raise incomes for individual Texans while reducing debt.

Goal 3: Research, development, and innovation that drives discovery, improves lives, broadens education, and creates new jobs.

Strategies for implementation of Building a Talent Strong Texas that align with dual credit include the following:

- Parent Nights and Student Presentations focused on higher education opportunities after high school graduation
- Website updates to reflect policies, rules, and opportunities
- Counselor contacts throughout the year for all service area ISDs, homeschools, and private schools
- Dual Credit Coordinator contacts with ISD administrators
- Partnering with ISD's to create academic and workforce dual credit courses that align with high school endorsements and degrees, certificates and credentials of value that can be earned after high school graduation.
- Student advising to decrease the excess hours to degree completion

Dual Credit Representatives
Kilgore College provides representatives to assist ISD's with dual credit as needed. The representatives will work in conjunction with various KC employees and offices to ensure dual credit students have access to all services provided by the College. KC designates these representatives below for this purpose:

Brandon Walker, Dean of Dual Credit and Academic Dual Credit Coordinator
Phone: (903) 987-5275
bwalker@kilgore.edu

Brian Kasper, Workforce Education Dual Credit Coordinator
Phone: (903) 983-8192
bkasper@kilgore.edu

In addition, KC designates the following employee as responsible for academic advising:

Stephanie Arriola, Director of Advising and Virtual Services
Phone: (903) 983-8228
sarriola@kilgore.edu

Dual Credit Policy:
Policies are current as of the date of this revision. All policies are subject to change without notice to meet mandates of the Texas Higher Education Coordinating Board, Texas Education Agency, or Texas Legislature.

1. To be eligible for enrollment in dual credit courses, students must be in grade nine or higher and demonstrate appropriate college readiness for the courses that are taken.

2. During the 16-week semester, dual credit students should take no more than four classes, which could range from 12 to 16 hours. The maximum course load during a summer term is 8 semester hours for each term. Students may enroll in only one mini-term course. Students who are employed, have family responsibilities, or involved in various extra-curricular activities are cautioned to consider carefully the course load they take. The student who is overly extended is likely to have scholastic difficulties. Students should contact the dual credit coordinator for permission to add hours above the maximum scholastic load mentioned above.

3. A student must meet all of the college's regular course prerequisites and demonstrate college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative.

4. While taking courses through Kilgore College, the student must adhere to all college policies and regulations contained in the Dual Credit Handbook, College Catalog and Student Handbook and course syllabus.

5. General academic courses offered through the dual credit program are commonly required for either an associate's or bachelor's degree. Acceptance of credit by another institution, however, is left to the discretion of the receiving institution. As such, it is the student's responsibility to consult with their transfer institution to ensure all dual credit coursework will transfer appropriately. Most academic courses require students to demonstrate college readiness through a variety of placement tests such as the TSIA2 or EOC.

6. Workforce courses offered through the dual credit program can be applied towards a certificate of completion, associate's degree, or can be used to obtain an industry certification. Most workforce courses do not require students to demonstrate college readiness.

Dual Credit eligibility requirements for academic courses and workforce education courses not included in a level 1 certificate program (corrosion technology and process technology):

- ☐ **ACT: Prior to Feb 15, 2023:** Composite score of 23 with 19 on English for Reading and Writing and/or 19 on Math. **On or after Feb 15, 2023:** Combined score of 40 on the English and Reading (E+R) tests shall be exempt for both reading and writing or ELAR sections of the TSI Assessment. A score of 22 on the mathematics test shall be exempt for the mathematics section of the TSI Assessment. There is no composite score.

- ☐ **SAT:** 480 on Reading and Writing (EBRW) and/or a score of 530 on Math.

- ☐ **TSI Assessment** standards: **on or after January 11, 2021:** English, 945 or greater with an essay score of 5 or greater. If less than 945, Diagnostic Test Score of 5 or greater and an Essay Score of 5 or greater. Math, Score of 950 or greater. If less than 950, Diagnostic Score of 6. **Before January 11, 2021** Reading, 351; Writing, 340 with 4+ on essay or a score of less than 340, and an ABE Diagnostic level of at least a 4, and an essay score of at least a 5; Math: 350.

- ☐ **PSAT:** score of **460** on the Evidence-Based Reading and Writing (EBRW) test on a PSAT/NMSQT exam for Reading and Writing. For Math: A score of **510 on the Mathematics test** on a PSAT/NMSQT exam.

- ☐ ***STAAR End-of-Course (EOC)**
  - a Level 2 score (4000) on the English II STAAR EOC
  - a Level 2 score (4000) on the Algebra I STAAR EOC and passing grade in Algebra II)
  - a Level 2 score (4000) on the Algebra II STAAR EOC
  - a Level 2 score (4000) on the English III STAAR EOC

Students must attend college within five (5) years from the date of their ACT, SAT and STAAR End-of-Course (EOC) test in order to use the scores for an exemption. ACT, SAT, and TSI Assessment tests are administered by Kilgore College testing centers. Contact the Kilgore College Testing Center at

(903) 983-8215 or the Kilgore College-Longview Testing Center at (903) 236-2051 (TSI Assessment only).

Note: Students who are placed into dual credit courses using one of the following scores may be required to take TSIA2 after high school graduation: English II STAAR EOC, Algebra I STAAR EOC, and PSAT.

Eligibility requirements for workforce education courses in Level 1 Certificate programs: (excludes Corrosion Technology and Process Technology)

- ☐ It is ***STRONGLY RECOMMENDED*** that students have passed the English II STAAR EOC in order to be successful in workforce education courses.
- ☐ Additional aptitude testing may be required for some programs to ensure that students have the skills necessary to be successful in the program.

Courses Eligible for Dual Credit to Area High School Students:
Kilgore College offers a wide selection of courses to Dual Credit students at many locations and in a number of formats. Students must consult with their high school counselor about which subjects are available and most appropriate to fulfill high school graduation requirements, as well as their major after graduating high school. The most common subjects have been English, Government, and History, but others may include courses in Fine Arts, Speech, Economics, Math, and Sciences, and Workforce Training areas. Area superintendents and counselors work with the Coordinator of Dual Credit to develop all Dual Credit offerings on high school campuses. **(The Dual Credit Crosswalk lists all eligible classes and is posted on-line and can be found on the dual credit website:** Dual Credit Students - Kilgore College)

State Funding Limitations:
Kilgore College will not enroll high school students in courses that are not eligible for state funding. The State of Texas will only fund dual credit courses that are: Core Curriculum or Foreign Language or Career/Technical/Workforce Courses, plus: ACCT (Accounting), AGRI (Agriculture), BCIS (Business Computer Information Systems), BUSI (Business), COSC (Computer Science). Academic transfer courses that are approved as part of Fields of Study are also funded. Dual credit courses shall be composed of dual credit students only or of dual and college credit students. Exceptions which include high school credit-only students, may be allowed only if the high school credit-only students are College Board Advanced Placement students or if the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

Financial Aid for Swift Transfers (FAST)
As part of House Bill 8, The FAST Program allows eligible students to enroll at no cost to the student in dual credit courses with Kilgore College. For students not eligible for FAST, the per credit hour rate shall be set at the maximum allowed by the state, regardless of taxing district status. The FAST Program also applies to any eligible students who enroll in summer semesters as well as the December, May, and August mini-semesters. Further information and updates related to HB 8 and the FAST Program will be communicated to ISD's as needed.

Identification of FAST Students

Kilgore College and the ISD will work together to establish a procedure for identifying all students eligible to enroll at no cost in dual credit courses. Additional procedures will be established to ensure the accurate and timely exchange of information necessary to identify these students.

Textbooks and other Course Materials
As of Fall 2024, most textbooks for dual credit courses will make use of free resources or will be covered by the ISD. Some courses may still have a textbook cost or require other course materials. Students should consult with the instructor's syllabus for accurate course requirements. Students who are eligible for free dual credit courses cannot assume the costs of textbooks and other course materials. It is the responsibility of the ISD to cover those costs.

Location of Classes
All classes will be held online, at the ISD high school campuses, at a HUB location, or at a KC campus.

Academic Advising
As part of House Bill 8, KC and the ISD will work together to establish academic advising strategies to ensure students are aware of how dual credit courses align with high school endorsements and their continued educational goals after graduation.

Dual Credit Crosswalk
The dual credit crosswalk details how students will progress towards academic goals and includes alignment of high school and college level courses. The crosswalk follows courses and fields of study listed in Texas Higher Education Coordinating Board's Academic Course Guide Manual and/or Workforce Education Course Manual. This crosswalk is posted on the Kilgore College Dual Credit webpage: Dual Credit Students - Kilgore College

Dual Credit Memorandum of Understanding (MOU)
Per House Bill 8, the Dual Credit MOU must be posted on KC's website as well as the ISD's website.

Dual Credit Grades
KC shall establish the criteria by which grades shall be determined. The same standards and criteria for grading shall apply for all KC courses, regardless of whether it is dual credit or if it is taught on a high school campus. The college indicates grades by the following symbols:

A	(90-100) excellent
B	(80-89) above average
C	(70-79) fair or average
D	(60-69) lowest passing mark
F	(0-59) failing
I	Incomplete
IP*	Incomplete Passing
W	Withdrawn from course
CR	Credit by examination and advanced placement

Certain health science programs have grading scales that differ from the above. Exceptions are explained on the appropriate program in Occupational Courses of Study.

Dual credit students are awarded a letter grade and numeric grade at the end of the semester. Students should refer to the instructor's syllabus for specific information.

Title IX

Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 protects individuals from discrimination and harassment based on sex in any educational program or activity operated by recipients of federal financial assistance. Sexual harassment, including sexual violence, is a form of sex discrimination and is therefore prohibited under Title IX. Unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature constitute sexual harassment when this conduct is so severe, persistent or pervasive that it explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work or educational performance, or creates an intimidating or hostile work or educational environment.

Kilgore College is committed to providing an environment of academic study and employment free from harassment or discrimination to all segments of its community; its faculty, staff, students, guests and vendors; and will promptly address all complaints of discrimination, sexual harassment, and related retaliation in accordance with applicable federal and state laws.

Students may also contact the U.S. Department of Education, Office for Civil Rights (800-421-3481) to complain of sex discrimination or sexual harassment including sexual violence.
Members of the Kilgore College community, students, employees, and guests have the right to be free from discrimination and sexual harassment, including sexual assault. All members of the campus community are expected to conduct themselves in a manner that does not infringe upon the rights of others. The College believes in a zero-tolerance policy for gender-based misconduct. When an allegation of misconduct is brought to an appropriate administrator's attention, and a respondent is found to have violated this policy, sanctions will be used to reasonably ensure that such actions are never repeated.

Whether you are a student, faculty, staff member or visitor, **you have the right to file a complaint**. Complaints or reports of sexual misconduct should be submitted to the Kilgore College Title IX Coordinator.. In an emergency, please call 911, Kilgore College Police at (903) 983-8650, or your local Police Department.

Kilgore College will:

1) Educate high school personnel, parents, and students on requirements for academic degrees and workforce certificates/degrees and how those requirements align with high school requirements and endorsements. This includes access to the course equivalency crosswalk that is updated each year. As a Kilgore College student, all dual credit students have access to all advising services provided by the College. More information can be found here: **Academic Advising Information.**

2) Participate in the FAST Program and adhere to all requirements of the program: **HB 8 and FAST Program**

3) Work with high school personnel to determine which dual credit classes will be taught on the high school campus, on-line, and at other locations as needed. KC will work with the high school to ensure the courses taught can be applied towards high school credit, high school endorsements, and college credit.

4) Hire the teacher or recommend a current high school teacher who is qualified by the Southern Association of Colleges and Schools Commission on Colleges' (SACSCOC) guidelines and

Kilgore College's faculty competence policy to teach a particular class on the high school campus and who meets the faculty requirements set forth herein. The teaching schedules for dual credit instructors are set by the appropriate College department chair and approved by the divisional dean. Further, the appropriate College department chair and divisional dean will supervise and evaluate all dual credit instructor(s).

5) Provide the dual credit instructor with a copy of the common syllabus with common course student learning outcomes for that course, a copy of the textbook, and all other appropriate teaching materials. To reduce textbook costs, KC will utilize Open Educational Resources when possible.

6) Provide a College supervisor to monitor the instruction of all courses to assure the quality and uniformity of instruction in accordance with the standards established by the State of Texas, the SACSCOC, and Kilgore College. Part of that evaluation process will include an in-class visit.

7) Pay the prevailing rate per course to an instructor employed by the College for each course that meets requirements enumerated in this Agreement.

    a. At the College's discretion, the amount could be prorated or the course may not be offered. This will be based on class size, instructor availability, or other factors.

    b. Class size is based on enrollment on the official reporting date for the College.

8) Ensure that a dual credit course and the corresponding course offered at any location or mode of delivery from the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These courses must observe all College instructional policies and College standards regardless of the location or student composition of the class.

9) Ensure that regular academic policies and student support services applicable to courses taught by the college also apply to dual credit courses. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus is distributed, etc. A full list of academic policies and student support services can be found here: **KC Catalog and Student Handbook**.

10) Provide access to all applicable student learning and instructional support services, including admissions and registration, counseling and advising, testing, instructional student support, in-person tutoring, on-line tutoring via tutor.com, student success, student health, bookstore, open computer labs, Kilgore College Police Department, campus life, and the Parks Fitness Center. A full list of student learning and instructional support services can be found here: **KC Student Services**.

11) Determine course curriculum, instruction, and grading standards, and at the end of each course, provide the ISD with a numerical grade for each dual enrollment student registered for the course. High school and college credit will be transcripted immediately upon a student's completion of the performance required in the dual credit course.

The ISD will:

1) Notify all parents of students enrolled in grade nine or above of the dual credit programs available through Kilgore College, both academic and career/technical. Further, parents should be made aware of funding available for dual credit courses.

2) Participate in the FAST Program and adhere to all requirements of the program: **HB 8 and FAST Program**

3) Ensure that all high school students wishing to participate in Dual Credit classes complete applications for admission to the College and all other required paperwork, including any Texas Success Initiative (TSI) requirements that must be satisfied.

4) Ensure that all students complete a Dual Credit Consent Form (only required to be submitted once and kept on file by the ISD).

5) Assume all costs associated with tuition, student textbooks, supplies, and transportation, as needed, or have the student assume them unless that student is eligible for free dual credit courses. To reduce textbook costs, KC will utilize Open Educational Resources when possible.

6) Provide appropriate classroom facilities for the dual credit courses taught under this MOU on the ISD's high school campus, including computer lab access and learning resources access, such as library resources.

7) Provide the College with all student admission documentation.

8) Work with the College to coordinate academic advising opportunities for students. These opportunities will include visits each semester by a KC academic advisor.

9) Provide a contact person who will fulfill the duties of a Dual Credit Coordinator who will:
   a. Assist students with obtaining TSI exemption records;
   b. Assist students in completing all required admissions documents;
   c. Provide academic advising to students who enroll in a dual credit course under the program before the student begins a course.
   d. Assist with student orientation;
   e. Deliver to the College in a timely manner all required paperwork including student transcripts, requests for exceptions, test scores and enrollment documents;
   f. Serve as liaison with students, parents, high school personnel and College personnel;
   g. Facilitate the operation of the Dual Credit program to ensure the smooth and timely operation of the process.

10) Select instructors in accordance with the terms set forth herein regarding faculty selection.

11) Provide students with notice of the ISD and the College's Code of Student Conduct and Academic calendar.

No Waiver of Immunity:
Neither KC nor ISD waives or relinquishes any defense or right available to it under the doctrine of governmental immunity by entering into this MOU.

Indemnification:

To the extent permitted by the Constitution and the laws of the State of Texas, ISD agrees to indemnify, release, and hold KC and KC's Trustees, officers, agents, and employees harmless from any and all claims, demands, causes of action, and liabilities (each as used herein shall be referred to as "claim") of any type or nature whatsoever (including costs and reasonable legal and expert fees) for damage to, loss of, or destruction of any tangible property or bodily injury or death to any person, arising from, in connection with, or any way incident to this agreement, to the extent finally determined to have been caused by ISD and its personnel in performance of the services herein.

Criminal History Background Check:
Pursuant to Texas Education Code Section 22.0834, ISD shall ensure that KC faculty assigned to dual credit sections offered on the high school campus are compliant with ISD background check requirements. KC will provide ISD with a list of names of faculty and their date of birth upon request.

The ISD is responsible for notifying KC of any additional requirements that may be necessary in order to comply with the ISD's Board policies with regard to criminal history requirements for employees of entities the ISD contracts with.

Notification of Security Breach:
The ISD and KC both agree that in the event of any breach or compromise of the security, confidentiality, or integrity of shared data where personally identifiable information of a student or employee was, or is reasonably believed to have been acquired or accessed by an unauthorized person, the party's information system in which the breach occurs shall notify the other party of the breach within 24 hours and take immediate steps to limit and mitigate the damage, if any, of such security breach to the greatest extent possible.

Confidentiality of Data:
Both parties will maintain the confidentiality of any and all student data shared with it in compliance with the Family Educational Rights and Privacy Act (FERPA) and its associated federal regulations. Both parties agree not to share information with third parties unless authorized to do so by state or federal law.

Data obtained will be used solely for the purposes described in the MOU. KC and ISD will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the MOU that they must maintain the confidentiality of all personally identifiable data and confidential information.

The confidentiality requirements shall survive the termination or expiration of the MOU.

Faculty Selection, Supervision, and Evaluation:

1) All instructors must meet the minimum faculty requirements as specified by KC in accordance with the guidelines of the Southern Association of Colleges and Schools Commission on Colleges.

2) KC shall select, supervise, and evaluate instructors for courses that result in the award of credit, regardless of the location of the course.

3) Instructors, even if employed by and paid by ISD, must be supervised in instructional matters by the KC Department Chair and must meet all administrative and evaluation requirements and attend required faculty training including dual credit faculty training

Other Terms:

1) A high school may impose requirements for enrollment in courses for dual credit that are in addition to the College's minimum standards.

2) Face to face dual credit classes will generally be taught on the high school campus of the ISD and shall be composed only of appropriate high school students, unless a separate written agreement is made to allow College students to enroll. Some dual credit classes may be held on a KC campus, as jointly determined by KC and ISD. Due to enrollment, some internet/online classes will be composed of college and dual credit students and no separate agreement shall be required.

3) If the College provides the instructor, the College academic calendar will be followed. If a high school instructor is used on the high school campus, the high school academic calendar may be followed. A copy of that calendar will be provided to the College.

4) The College's performance of these duties under this agreement is contingent upon receipt of adequate funding from the state of Texas and its funding sources.

5) Payment by the College to the instructor will be made in regular installments each semester, according to College policy.

6) Revocation of this agreement can be accomplished by mutual written consent or by either party. Students will be allowed to complete courses if revocation occurs after the start of a semester.

7) Kilgore College has approved college preparation options listed below for high schools to use as fourth year courses for English and/or Math. These options prepare students who have been identified as below standards for college readiness in English and/or Math. Upon successful completion of the college preparation courses, students will be considered TSI Complete in English and/or Math at Kilgore College:

   a) Texas College Bridge Program. (English or Math) See the website for more details: Texas College Bridge

8) KC has the right to remove an instructor assigned by the ISD from any dual credit class and ISD shall comply with same request. Similarly, KC may remove any student from its class and/or campus in accordance with KC policies and rules.

9) ISD agrees that any student data transferred by KC to ISD is and shall remain the sole property of KC. The parties agree that any data protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall not be released by either party unless same is done in accordance with all applicable state and federal laws.

10) The parties agree that this MOU shall be governed by the laws of the state of Texas and that Gregg County, Texas shall be the exclusive and mandatory venue for any lawsuit arising out of this MOU.

By signing below, the parties agree to all terms herein, and acknowledge that they have reviewed and approved the Dual Credit Handbook, Crosswalk, and MOU.

AGREED:

PINE TREE INDEPENDENT SCHOOL DISTRICT

DocuSigned by:
Steve Clugston
F6045F7B2380445...
Signature

Steve Clugston
Name Printed

Superintendent
Title

8/7/2024 | 4:34 PM EDT
Date

KILGORE COLLEGE

Tracy Skopek
Signature

Dr. Tracy Skopek
Vice President of Instruction/CAO

8/14/24
Date