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

This Memorandum of Understanding ("MOU") is entered into by Edgewood 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 24, 2026 (start of Fall 2026 Semester) through August 5, 2027 (End of Summer 2 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:

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 as needed by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI).

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: Dual Credit - Kilgore College

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

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, certification testing, 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. The Dual Credit Crosswalk is updated annually and lists all eligible classes. It can be found on-line at: 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

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: Catalog - Kilgore College.

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:

issues, assigning a **facilitator**—a dedicated staff member or educator—to supervise and guide students can be highly beneficial. All such facilitators are designated as authorized representatives of the ISD who have access to student educational records for the legitimate educational purposes set forth herein.

The facilitator's role would include:

- **Monitoring progress:** Regularly checking students' activity, assignment completion, and participation to identify those falling behind.
- **Providing support:** Offering academic and technical help when students encounter difficulties, either by answering questions directly or directing them to appropriate resources.
- **Encouraging engagement:** Motivating students to actively participate in discussions, group work, and other course components to maintain a sense of community.
- **Communicating with college instructor and counselor:** Keeping stakeholders informed about students' progress and any areas of concern.
- **Promoting accountability:** Setting expectations, following up on deadlines, and ensuring students are aware of course requirements and pacing.

This added layer of support helps bridge the gap between the independence required in online learning and the structure many students need to succeed. The facilitator will be required to sign and comply with an agreement provided by the College as to the privacy of student educational records.

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.

4) The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Embedded Dual Credit Faculty") to teach dual credit course(s). Each approved Embedded Dual Credit Faculty will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure the 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).

5) The School District will collaborate with the College to ensure that the School District instructor applying to teach in the Dual Credit Programs meets the credential requirements.

student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence, and make–up work for class absences will be permitted only as specified by the faculty in the course syllabus.

• Embedded Dual Credit Faculty shall treat students equally and should not use unreasonable measures to help a particular student who, in the estimation of the Embedded Dual Credit Faculty member, is failing the course due to the student's classroom performance, lack of participation and/or excessive student absences.

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. FERPA allows student educational records to be shared between KC and ISD without consent of the parents or students. Any such records exchanged will only be shared within the college or school district with those employees that have a legitimate educational interest in same. KC and ISD designate such employees as school officials for purposes of FERPA. Both parties agree not to share information with third parties unless authorized to do so by state or federal law. Both parties shall

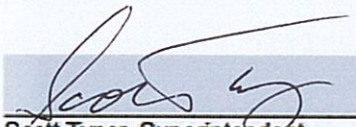
9) ISD agrees that any student data transferred by KC to ISD is and shall remain the sole property of KC. The parties agree that any data protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall not be released by either party unless same is done in accordance with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

AGREED:

EDGEWOOD INDEPENDENT SCHOOL DISTRICT



Scott Tyner, Superintendent

10-22-26

Date

KILGORE COLLEGE

Donald Seals

Donny Seals, Vice President of Instruction

10/26/26

Date