

**MEMORANDUM OF UNDERSTANDING AND ARTICULATION AGREEMENT**  
**--DUAL CREDIT CLASS OFFERINGS--**  
**KERMIT INDEPENDENT SCHOOL DISTRICT AND ODESSA COLLEGE**

This Memorandum of Understanding and articulation agreement between Kermit Independent School District and Odessa College is designed to allow high school students an opportunity to earn dual high school credit and college credit. The Texas Education Code, Chapter 9, Subchapter H, Partnerships between Secondary schools and Texas Public two-year Associate degree granting institutions establishes authority and rules for two-year associate degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and college level credit. Dual Credit requirements are identified/outlined in Chapter 4, Subchapter D, Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges, §4.85.

**PURPOSE**

The purpose of this agreement is to facilitate the cooperation between the College and the School District in the provision of dual credit college courses for qualified students beginning their freshmen (9<sup>th</sup> grade) year.

The following terms and conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board rules and regulations, §4.85:

**ELIGIBLE COURSES**

1. Only courses as permitted by TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (a) identified as college-level academic courses in the current edition of the College Catalog or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) may be used for dual credit.
2. Courses approved for dual credit for an individual student must be applicable to a college or University certificate or degree.
3. Approved courses must be listed in the appropriate high school course description guide and reviewed and updated periodically.
4. This agreement includes courses offered in all Odessa College terms and/or semesters.

**STUDENT ELIGIBILITY AND COURSE LOAD**

1. To be eligible for enrolment in a dual credit course offered by a public college, students must meet all of the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test or minimum grade in a previous course, etc.)

2. To be eligible for enrollment in a certain dual credit courses the high school student may be required to attain a qualifying or passing score on a Texas Higher Education Coordinating Board approved college readiness assessment instrument. The required assessment will depend on the dual credit course prerequisites, if any, and will be in one or more of the following areas; mathematics, reading, and/or writing.

3. A student who is exempt from taking a state assessment college readiness instrument may be otherwise evaluated by the college to determine eligibility for enrolling in certain workforce education dual credit courses.

### **STUDENT RESPONSIBILITY**

Dual credit students must abide by both the Odessa College Code of Conduct and the Kermit Independent School District Code of Conduct. The Odessa College Code of Conduct may be found online at [www.odessa.edu](http://www.odessa.edu) or <https://www.odessa.edu/current-students/student-handbook/index.html>.

The student must obtain and maintain throughout their enrollment a policy of health and accident insurance. Health and Accident coverage shall be in effect at all times, including clinical make-up time during interim session when the College is not in session. Under no circumstances will the College or the Facility be liable for any losses or expenses as a result of an accident or illness to the student.

### **LOCATION OF CLASS**

For the purpose of this agreement, dual credit courses may be taught on the Odessa College campus, on the High school campus(es) in Kermit Independent School District, at Odessa College/ Kermit Independent School District approved locations, or online and include all modes of delivery of classes by Odessa College. Scheduling of classes on a high school campus will be aligned with the master schedule at the high school campus as applicable.

### **COMPOSITION OF CLASS**

Dual credit courses may include dual credit students only or a mix of dual credit students and non-dual credit students.

### **FACULTY SELECTION, SUPERVISION, EVALUATION, AND COMPENSATION**

1. All instructors, without exception, of dual credit courses must meet the minimal credential requirements specified by the Southern Association of Colleges and Schools and Commissions on Colleges (SACSCOC), which is the accrediting body for Odessa College.

2. High school faculty who meet the SACSCOC credential requirements for teaching college courses may be considered to teach dual credit courses by Odessa College. SACSCOC qualified high school instructors

will follow the same selection procedures used by the college to select faculty responsible for teaching courses at the college's main campus.

3. Odessa College shall supervise and evaluate dual credit instructors and courses using the same or comparable procedures and standards used for faculty on the College's main campus.
4. All Odessa College instructors including those teaching dual credit course are encouraged to adhere to the principals set forth in the college's award winning *Drop Rate Improvement Program* for establishing and maintaining high in-class retention levels and exceptional student success. This program was recognized by the Texas Higher Education Coordinating Board in 2012 with an Award of Excellence and in 2014 with the Star Award, the highest award given for improving education in the state of Texas.
5. Odessa College will provide funds to Kermit Independent School District that are sufficient to cover annual rates of compensation to the high school's dual credit instructors. The college shall identify appropriate rates of compensation annually.

### **COURSE CURRICULUM, TEXTBOOKS, INSTRUCTION, AND GRADING**

1. Odessa College will ensure parity between a dual credit course and the corresponding course offered at the main campus with respect to the curriculum, materials, instruction, method, and rigor of student learning assessment. These standards shall be upheld regardless of the student composition of the class.
2. All instructors of dual credit classes shall follow departmental guidelines set forth by the college department chair or respective division Dean of Odessa College. Dual credit instructors will be required to use the College's department syllabus and implement all learning outcomes set forth in the syllabus. Adaptions to the departmental syllabus must be approved in writing by the college department chair.
3. Dual credit instructors shall be required to use the College departmentally approved textbook(s) and any other materials as set by college departmental policies. These standards shall be upheld regardless of the student composition of the class. Requests for use of alternate materials must have prior approval from the College department chair.
4. Odessa College's dual credit instructors shall provide the ISD with a numerical grade equivalent to the corresponding letter grade awarded to the student.
5. The college recognizes that certain of the District's students participating in these classes are also participating in UIL-sanctioned activities. Accordingly, the College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student.

### **ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES**

1. Academic policies applicable to courses taught at the College's main campus will also apply to dual credit courses.

2. Students in dual credit courses are eligible to use the same learning and support services that are afforded college students on the main campus including, but not limited to: advising, career assessment and planning, tutoring, library services, the College Sports Center, Student Life leadership and Development opportunities.
3. Dual credit students will have access to the College Portal to access grades, unofficial transcripts, and to a college email account for official college communication.

### **TRANSCRIPTION OF CREDIT**

For dual credit courses, both high school and college credits should be transcribed immediately upon a student's completion of the performance required in the course. The student is responsible for providing the ISD with an official transcript if the high school requires one.

### **FUNDING**

1. Applicable state funding for dual credit courses shall be available to both the District and the College based on the relevant funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.
2. Odessa College tuition and fees for dual credit course shall be paid by the student to the college unless paid for by a third party, including the District, under a separate agreement. No payment or reimbursement of dual credit tuition and/or fees shall be made to Kermit Independent School District by Odessa College.
  - 2a. Certified Nurse Aide (CNA) tuition is \$800.00 per student, per academic year, with a 10 student minimum enrollment. The tuition includes \$125.00 Texas Nurse Aide Exam Fee, \$60.00 CPR Basic Life Support for Healthcare Providers course, scrubs, budgeted program supplies, and a textbook, workbook, open educational resources (OER), learning management system (LMS), e-book, or digital e-learning content. Students may check out and return textbooks, if applicable. The tuition does not include the cost of student health and accident insurance, immunizations, travel expenses, 10-panel "pre-employment" drug screen, and a \$55.00 American DataBank Complio account. American DataBank Complio is a document tracking service which includes a background check. The Complio account expense will be invoiced separately to Kermit Independent School District.
3. Dual credit tuition and fees are subject to change in accordance with Odessa College Board policy.

### **RIGHT OF FIRST REFUSAL**

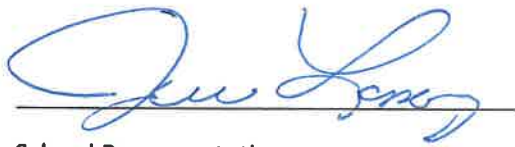
In recognition of the commitment in time and resources Odessa College makes to the District in providing high quality dual credit courses, the district agrees to provide Odessa College with the first opportunity – Right of Refusal – to fulfill the District's desire for additional dual credit services, courses, and/or programs.

If Odessa College is unable or unwilling to fulfill the District's desire for additional dual credit services, courses, and/or programs in a reasonable period of time that is consistent with the nature of the

District's request, then the District is free (after the lapse of such reasonable time) to seek such support from any other college or university able to provide that support.

**TERM AND MODIFICATION AGREEMENT**

1. This agreement may only be modified in writing by the Kermit Independent School District Superintendent and the Odessa College President or their designees at least thirty (30) days in advance of such modification.
2. This agreement shall become effective on the date the last party executes the Agreement and shall remain in effect for two years from that date. This agreement shall renew automatically for an additional two years if neither party elects to terminate the agreement by notifying the other party in writing within ninety (90) days of the scheduled two-year renewal date.
3. This agreement may be terminated upon sixty (60) days' notice by either party provided that the effective termination date does not fall within an active dual credit class term. The parties to this condition on the understanding that to terminate the agreement within an active class term could negatively impact student learning and outcomes.



School Representative

Kermit ISD

School

8-8-2022

Date



Louis Gonzales

Associate Dean of Continuing Education  
Odessa College

7/25/22

Date