

**Agenda**  
**Midlothian ISD**  
**Board of Trustees Special Meeting**

L.A. Mills Administration Building  
100 Walter Stephenson Road  
Midlothian, Texas 76065

**March 7, 2022 – 5:30 PM**

A Special Meeting of the Board of Trustees of Midlothian ISD will be held March 7, 2022, beginning at 5:30 PM.

The subjects to be discussed or considered, or upon which any formal action may be taken are listed on the agenda, which is attached to, and made a part of this Notice. Items do not have to be taken in the order shown on this meeting notice.

Members of the public may access this meeting in real time by clicking the [video conference link](#) and selecting the Board of Trustees Special Meeting for March 7, 2022.

The open portions of this meeting will be streamed live and recorded. The video will be made available to the public on the District's website.

**PUBLIC COMMENT** – Public comments related to this meeting will be accepted in person only in accordance with the Open Meetings Act and Local District Policy, BED(LOCAL). Members of the public wishing to address the Board during the public comment portion of this Special meeting shall be limited to the items on the agenda and five minutes, or less, should a change to the allotted time be necessary as determined by the presiding officer based on the meeting.

In-person participants must either sign up online by 4:00 pm the day of the meeting or sign in and complete a "Public Comment Participation Form" and present it to the Board President or designee 10 minutes prior to the start of the meeting. If a completed form for public comment is not received by the applicable deadline posted, the individual will not be able to participate in public comment at this meeting.

In accordance with the Texas Open Meetings Act, Board Members will listen to the comments. The Board, through the presiding officer or Superintendent, can offer factual information, cite Board policy, or direct the administration to investigate items and report back to the Board, but shall not engage in a two-way dialogue with patrons.

1. FIRST ORDER OF BUSINESS
  - A. Announcement by the presiding officer that a quorum of Board members is present, that the meeting has been duly called, and that notice of the meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551
2. PUBLIC COMMENT *for Items on the Agenda*: Members of the public may address the Board during the public comment portion of the board meeting in accordance with Board policy BED (LOCAL). Individuals wishing to speak shall follow the procedures outlined above
3. DISCUSSION/ACTION ITEMS
  - A. Consider for Approval Purchase of Air Purifiers from School Health Grant 4
  - B. Consider MOU with Texas State Technical College Regarding CTE Courses 6

- C. Review Balanced Scorecard and Discuss Good Governance Norms
- 4. CLOSED SESSION as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551.
  - A. Consultation with Board Counsel, Texas Government Code 551.071, 551.129 - Regarding Personnel and Student Issues, Board Communications and Procedures, Pending Complaints or Disputes, Board Vacancy, and Other Issues as Permitted by Law
  - B. Deliberation Regarding Personnel Matters, Texas Government Code 551.074:
    - 1. Resignations, Terminations, and Non-renewals of Professional Employees, Employment, Leaves of Absences, Personnel Issues
    - 2. Board Vacancy and Appointment of New Trustee
    - 3. Conduct Interview(s) of Candidates for Appointment, As Needed
  - C. Deliberation Regarding Purchase, Exchange, Lease, or Value of Real Property Texas Government Code 551.072
  - D. Deliberation Regarding Students, Texas Government Code 551.082, 551.0821
    - 1. Discipline Issues
    - 2. Non-Discipline Issues
- 5. RECONVENE TO OPEN SESSION
- 6. Consider and Take Possible Action Related to Board Vacancy, Including Consideration of Appointment to Fill Vacancy
- 7. Action, if any, from Items Discussed in Closed Session
- 8. ADJOURNMENT OF MEETING

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed meeting or session of the Board of Trustees is required, then such closed meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

551.071	Private consultation with the board's attorney.
551.072	Discussing purchase, exchange, lease, or value of real property.
551.073	Discussing negotiated contracts for prospective gifts or donations.
551.074	Discussing personnel or to hear complaints against personnel.
551.075	To confer with employees of the school district to receive information or to ask questions.
551.076	Considering the deployment, specific occasions for, or implementation of, security personnel, or devices.
551.082	Considering discipline of a public school child, or complaint or charge against personnel.
551.0821	Discussing personally identifiable information about a public school student.
551.083	Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employees groups.
551.084	Excluding witnesses from a hearing.

Should any final action, final decision, or final vote be required in the opinion of the school Board with regard to any matter considered in such closed meeting or session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

**Midlothian I.S.D. School Board Agenda Item Detail**  
**L.A. Mills Administrative Complex Boardroom**

<b>Board Meeting Date:</b>	<b>March 7, 2022</b>	
<b>Item:</b>	<b>Consider for Approval of Air Purifiers from School Health Support Grant</b>	
<b>Supporting Document(s):</b>	Electronic: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Hard Copy: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Background Information:</b>	<p>According to Education Code Section 44.031, all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for a 12-month period shall be made by the method of the following methods that provides the best value for the district:</p> <ol style="list-style-type: none"> <li>(1) Competitive bidding for services other than construction services;</li> <li>(2) Competitive sealed proposals for services other than construction services;</li> <li>(3) A request for proposals, for services other than construction services;</li> <li>(4) An interlocal contract</li> <li>(5) A method provided by Chapter 2267, Government code , for construction services;</li> <li>(6) The reverse auction procedure as defined by Section 2155.062(d), Government Code; or</li> <li>(7) The formation of a political subdivision corporation under Section 304.001, Local Government Code.</li> </ol> <p>The Air Purifier Project was outlined in the public meeting on the amendment of spending of the ESSER III funds on December 13<sup>th</sup>. It was listed in the survey that went to the community, staff and students and received over 53.8% approval as a need. As stated in the presentation the District was Awarded the COVID-19 School Health Support Grant in the amount of \$379,375 provided by the Federal Government through the State of Texas. Since other ESSER funds have been utilized for the purchase of PPE supplies for the pandemic, Administration recommends the best utilization of the grant funds to be used for air purifiers in our buildings.</p> <p>This supply was bid through a request for proposal. Reed, Wells and Benson Consulting Engineers assisted in developing the specifications for the air purifiers that would best fit the needs of our buildings. The areas with greatest exposure for students and staff were examined. Two different sizes of purifiers were specified, a larger one (Synexis Sentry or equivalent) for the cafes, band halls, choir rooms and gyms and a smaller one (Synexis Sphere or equivalent) for front offices, nurse clinics, ESCE and CBI classrooms, secondary theatre and elementary music rooms. It was advertised in the Midlothian Mirror on January 13 and January 20. The District received two responses. The bids were opened on February 1.</p>	

	<p>The following companies bid at the prices indicated:</p> <p>School Specialty – no bid Trane - \$712,340 which included 157 Synexis Sentries and 70 Synexis Spheres and the first year of filter replacements.</p> <p>Administration is not recommending going with these units based on price and filter replacement costs.</p> <p>After discussions with the evaluation team, it was decided to seek quotes from other suppliers through BuyBoard with other models to best utilize the Grant funds instead of scaling back the number of larger units to remain within the grant award amount.</p> <p>Administration set up a meeting with a representative with Field Controls. A brand that provides similar products covering the same approximate area. Administration sat through a presentation and is satisfied that this brand provides equitable purification and filtration as the other units at a much more reasonable price and that provides a filter and bulb replacement that is sustainable for the District.</p> <p>Trane was asked to price 71 Synexis Sphere units and 59 Synexis Sentry units including the first year of filter replacements. The price received was \$373,320.</p> <p>Grainger quoted 301 Field Control Trio Plus and 144 Field Control Trio Pro including the first year of filter replacements. The price received was \$379,644.60.</p> <p>It is the recommendation of administration that the Board accept the proposal from Grainger at \$379,644.60.</p>
<b>Fiscal Impact/Budget Function Code:</b>	COVID-19 School Health Support Grant funds following our approved spending plan. The remaining \$279.60 will be funded from the General Fund.
<b>Policy:</b>	CH (local)
<b>District Goal:</b>	Facilitate budget process and building designs through allocated district resources that foster flexible and innovative learning spaces.
<b>Administration Recommended Option:</b>	It the recommendation of the administration that the Board accept the proposal from Grainger for the Air Purifier purchase for the District
<b>Motion:</b>	Presented as an action Item: The motion for approval might be: “I make a motion to award the Air Purifier purchase for the District to Grainger at a cost of \$379,644.60.”
<b>Presenter:</b>	Darin Kasper

**Midlothian I.S.D. School Board Agenda Item Detail**  
**L.A. Mills Administrative Complex Boardroom**

<b>Board Meeting Date:</b>	<b>March 7, 2022</b>	
<b>Item:</b>	<b>Consider MOU with Texas State Technical College Regarding CTE Courses</b>	
<b>Supporting Document(s):</b>	Electronic: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Hard Copy: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Background Information:</b>	<p>MISD and TSTC desire to enter into a memorandum of understanding regarding a high school partnership model that allows students the opportunity to complete Career and Technical Education (CTE) courses with multiple entrance and exit points, including preparation for industry-based certification exams. Midlothian ISD and Texas State Technical College will commit to the terms outlined in the MOU.</p> <p>MOU Midlothian ISD and TSTC</p>	
<b>Fiscal Impact/Budget Function Code:</b>	N/A	
<b>Policy:</b>	N/A	
<b>District Goal:</b>	<u><b>Goal 1:</b></u> Design innovative learning environments while increasing academic rigor through aligned teaching and learning.	
<b>Administration Recommended Option:</b>	Administration recommends approving the MOU as presented.	
<b>Motion:</b>	A motion might be, "I move to approve the MOU with Texas State Technical College Regarding the high school partnership model as presented."	
<b>Presenter:</b>	Shelle Blaylock	

**Texas State Technical College  
Dual Enrollment  
Memorandum of Understanding**

This Dual Enrollment Memorandum of Understanding (hereinafter referred to as "MOU") is between **Texas State Technical College**, an institution of higher education and an agency of the state of Texas (which may hereinafter be referred to as the "College" or "TSTC"), the **Midlothian Independent School District** (which may hereinafter be referred to as the "District"), and the below listed high school(s) which is/are part of the District (which may hereinafter be referred to as the "High School Partner" or collectively as the "High School Partners"). The College, the District, and the High School Partner(s) may individually be referred to as a "Party" or collectively as "Parties" to this MOU.

High School Partner	High School CEEB Code	Name and Physical Address of Dual Enrollment Instructional Location/Site (Geographical Address where instruction occurs)	ISD Instructional Formats (Online, TSTC Campus, Offsite Credentialed Facility)
Midlothian High School	444750	TSTC North Texas 119 N. Lowrance Rd. Red Oak, TX 75154	Onsite
Midlothian Heritage High School	444751	TSTC North Texas 119 N. Lowrance Rd. Red Oak, TX 75154	Onsite

The Parties enter into this MOU as authorized by [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84\(a\)](#), and agree as follows:

**OVERVIEW**

The College is committed to serving the students and communities of Texas through collaborative work with High School Partner(s). A major initiative promoting technical education and careers is the **Texas State Technical College Dual Enrollment Program**, which includes the provision of the Dual Credit state program to qualified students. Dual Enrollment agreements will be aligned with the strategic priorities of the District and the College. The College will annually review Dual Enrollment Pathways, Level One Certificate and Occupational Skills Award completers, as well as the economic development needs of the State of Texas in order to ensure the partnerships in place are commensurate with all aforementioned strategic goals.



## **DUAL ENROLLMENT MISSION**

In order to prepare students for educational and career success, the purpose and mission of the College's Dual Enrollment program is to provide a comprehensive, structured approach towards a post-secondary credential (Occupational Skills Award, Level One Certificate, Level Two Certificate, or Associate of Applied Science degree) at Texas State Technical College. This model allows students the opportunity to complete Career and Technical Education (CTE) courses with multiple entrance and exit points, or potentially prepares them to test for industry-based certifications. The High School Partner(s) agree(s) to support the College's Dual Enrollment students in completing coursework toward an Occupational Skills Award and/ or a Level 1 Certificate, resulting in the successful completion of a career pathway at high school graduation leading to immediate employability or matriculation to pursue a higher level credential at TSTC.

## **MOU PURPOSE**

The purpose of this MOU is to outline the roles and responsibilities of the College, the District and the High School Partner(s). This MOU is an agreement that encompasses all programs and initiatives under the College's Dual Enrollment program, as required by the Texas Education Agency and the Texas Higher Education Coordinating Board.

## **KEY COMPONENTS OF THIS MOU**

Upon execution of this MOU, the **College** agrees to:

- 1) Provide the High School Partner(s) with a career pathway leading to an industry recognized credential that is reflective of regionally based industry needs.
- 2) Support the High School Partner(s) by way of College recruitment presentations, consultations and informational meetings for all students at High School Partner(s) locations throughout the school year and for the purpose of completing a career pathway that leads to immediate employability or matriculation into the College to pursue a higher level credential, with the intention of helping to place students in high-demand, high-wage jobs.
- 3) Provide pathway alignment of TEA approved Endorsements and Program of Study course TEKS to College course WECM outcomes by way of suggested crosswalks for dual enrollment courses, postsecondary pathways, credentials at the institution, and industry certifications. [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 \(c\).](#)
- 4) Post a copy of this MOU to the College's website at [de.tstc.edu](http://de.tstc.edu) in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 \(c.10\)](#) and, upon completion of this document, provide a copy for the High School Partner(s) to post to the District's website.



Upon execution of this MOU, the **High School Partner(s)** agree(s) to:

- 1) Work with the Office of Dual Enrollment to identify and complete the Pathway Offering Form, electronically sent after receipt of the signed MOU (Attached hereto as an example, **EXHIBIT A**).
- 2) Adhere to the College's deadlines as outlined below. The College requires the High School Partner(s) to follow all College enrollment procedures and guidelines for dual enrollment students.

*\*Dates are subject to change*

New Partnership Inquiry Deadline - Letters of Intent	December 17, 2021
<b>Deadline to submit signed 2022-2023 MOU</b>	March 11, 2022
<b>Deadline for new DE Instructor Credentialing</b> (Application/Documentation Submitted to College) <b>Deadline for Off-Site Facilities Approval</b>	April 8, 2022
All Student Applications/Documents Due for Fall 2021	July 1, 2022
First Day of Class	August 29, 2022
Official Census Day	September 13, 2022
Midterm Grades Due	October 21, 2022
Last Day to Drop With a "W"	November 11, 2022
End of Fall Semester	December 9, 2022
First Day of Spring Semester	January 9, 2023
Official Census Day	January 24, 2023
Midterm Grades Due	March 3, 2023
Last Day to Drop With a "W"	March 29, 2023
End of Spring Semester	April 28, 2023

- 3) Welcome the College's Dual Enrollment and Student Recruitment teams to all college and career-related events that occur on the campus(es) of the High School Partner(s).
- 4) Allow the college to provide a minimum of two Student Recruitment presentations (one per semester) to all District high school students, on the high school location of the High School Partner(s).

- 5) Coordinate with the College regarding Dual Enrollment presentations throughout the academic year on a predetermined basis (fall and spring) to include both application and registration drives, in addition to other presentation format options.
- 6) Notify the College of any special Texas Education Agency designation plans, where College would be considered a partner in delivery, a minimum of 30 days prior to application submission, and have the College play an active role in the planning phase required to secure designation.
- 7) Provide the College with sufficient notification to review the College's obligations and obtain necessary approvals for a proposed partnership for all grant applications. **A copy of the proposal and/or a detailed statement of work must be provided to the College, to be vetted through the Office of Dual Enrollment, the Office of the Provost and the Office of Sponsored Programs, a minimum of thirty (30) days before the grant application is due.** The College will provide a written response (approval or disapproval) within two weeks of receipt of the request and the appropriate documentation.
- 8) Post a copy of this MOU to the District's website in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84 \(c.10\)](#)

## **ACADEMIC POLICIES AND ENROLLMENT PROCEDURES**

Academic policies and procedures applicable to regular College courses and students will also apply to dual credit courses. Academic policies can be found in the [TSTC Statewide Operating Standards \(SOS\)](#) and [TSTC Catalog and Student Handbook](#), which are published and available on the College website at [www.tstc.edu](http://www.tstc.edu). Specifically, students are to abide by the Rules and Regulations set forth in the aforementioned College Catalog and Student Handbook for the current academic year.

## **METHOD OF DELIVERY AND LOCATION OF CLASS**

Courses may be delivered utilizing the method mutually determined by the College and the High School Partner(s), which may include the following:

- 1) Delivery at the High School Partner(s)' campus in a hybrid modality utilizing a certified high school teacher credentialed and employed as a College Dual Enrollment Instructor (DE Instructor) who meets TSTC faculty credential requirements as defined in [Statewide Operating Standard \(SOS\) ES 1.11, Faculty Credentials](#); or
- 2) Delivery on the College's campus utilizing College Instructors whereby students are integrated into traditional course section offerings; or
- 3) Delivery online utilizing a College Instructor.

Dual enrollment classes taught in a hybrid modality, as defined by the Texas Higher Education Coordinating Board (THECB), [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter P, Rule §4.257](#), is "A course in which the majority (more than 50 percent but less than 85 percent), of the planned instruction occurs when the students and instructor(s) are not in the same place. Hybrid courses taught by TSTC comprise of the lecture component of the course delivered 100% online and the lab component delivered face-to-face.

Dual enrollment classes not taught on a College campus or during regular class hours may include but are not limited to:



- 1) Distance Education: Distance education courses encompass online and hybrid courses as stated in the College's **Statewide Operating Standard (SOS) ES.2.20, Distance Education**. Dual enrollment students participating in classes delivered online by the College are not required to be at the off-site location to receive instruction. Online courses that are delivered 100% online are accessible at any time or location where a student has a computer and internet access. College courses delivered 100% online must be offered by the College instructor and are not eligible for off-site credentialing; or
- 2) Special technical programs approved to run outside the designated block time; or
- 3) Courses taught at high school, face-to-face.

***Please note: Some programs may be offered through non-traditional modalities such as course/credit-based Competency-Based Education (CBE). TSTC refers to CBE programs as Performance-Based Education (PBE).***

## **ELIGIBLE COURSES**

Courses offered by the College are developed based on the guidelines published in the Workforce Education Course Manual (WECM) adopted by the Texas Higher Education Coordinating Board (THECB) and must be in the approved course inventory of the College and approved for dual enrollment by the College's applicable instructional department and College Office of Dual Enrollment. Remedial or continuing education courses will not be offered for dual credit. The College does not offer concurrent enrollment to high school students, except where Individual Approval is met, as stated in the College's **Statewide Operating Standard (SOS) ES.4.07, Admission of Students..**

The College's technical dual enrollment pathway courses are designed to result in one of two exit points: 1) for students to matriculate to the College upon high school graduation for program completion, or 2) for students to enter the workforce with the skills needed to obtain an entry level position. The College's courses may also transfer to other institutions.

- a) The number of courses in a dual enrollment technical pathway offered at a High School Partner(s)' off-site location will be monitored and approved on an annual basis by the College's Curriculum Committee. The College must seek approval from SACSCOC to offer 50% or more credits toward an award at an off-site location before the implementation of a Dual Enrollment pathways offered at a high school in compliance with the College's **Statewide Operating Standard (SOS) GA.1.23, Substantive Change. (Substantive Change for SACSCOC Accredited Institutions, Policy Statement)**. Once approved, changes in off-site location(s) name or physical address must be reported to TSTC 60 days prior to implementation.

***Please note: Timeline of completion for SACSCOC approval can take up to one year.***

- b) High School Partner(s) wishing to add new dual enrollment technical pathways to their existing Pathway Offering form must submit their request in writing to the Office of Dual Enrollment no later than May 1, 2022, for Academic Year 2022-2023 implementation.

## **FACULTY QUALIFICATION, SELECTION, HIRING, SUPERVISION AND EVALUATION**

The College has established an approval process for selecting and/or approving qualified faculty to teach dual enrollment courses. Faculty applying to teach a Dual Enrollment pathway must meet the credential requirements as stated in the College's **Statewide Operating Standard (SOS) ES.1.11, Faculty Credentials**, which includes the criteria used by the College to determine teaching eligibility. Applicants are required to submit all required documents for the hiring process (including a completed



**employment application, résumé and copies of transcripts and/or industry certifications)** to the College Department of Student Learning via the Success Factors System. *(Note: this will be changing in April of 2022 to Workday).*

The College will ensure that College Faculty teaching dual enrollment courses have met acceptable national criminal background checks, including fingerprinting.

Each approved Dual Enrollment Instructor will be supervised by the College's respective Department Chair, or designee, and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures in accordance with the [College's Faculty Qualifications and Credentialing Manual](#).

In the event of an investigation of a personnel matter, the College and the High School Partner(s) will work collaboratively and in a timely manner share any and all information necessary with TSTC's Human Resource office.

**Employment with College is contingent upon the following:**

- 1) The College complies with the Immigration Reform and Control Act; all positions are contingent upon proof of eligibility to accept employment in the United States. Documentation of eligibility must be provided within 72 hours of application
- 2) Satisfactory evaluation of references and required criminal background checks.
- 3) Satisfactory results of pre-employment medical exam (drug screen only).
- 4) Continued employment is contingent on the required approval, availability of funding, satisfactory performance assessment, and a continued need for the position in the College department.
- 5) Employees are held responsible for ensuring that **official** transcripts are received by the College no later than his or her 30th day of employment. Failure to do so could result in termination of employment.
- 6) Submission of a completed application, along with required documentation, must be done no later than April 8, 2022.
- 7) Continued employment is contingent on an executed MOU with the District and High School Partner.

College DE Instructors will receive stipend pay for the semester the course is taught which will be divided and paid out monthly according to the course start and end dates. The 2022-2023 stipend system is as follows:

<b>Dual Enrollment Instructor Stipend per semester</b>	\$750 1-2 courses	\$1,250 3-4 courses	\$1,500 5+ courses
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**HIGH SCHOOL PARTNER(S) and DUAL ENROLLMENT INSTRUCTOR EXPECTATIONS:**

- a) The DE Instructor will follow current College procedures to ensure students attending/participating in the course are officially listed on the roster by the College's Census date. Any student not on the roster by the 11th day of class (Census Day) will not be enrolled in the course.
- b) The DE Instructor will report to the designated Statewide Department Chair for the program with which he or she is associated for instructional guidance and support including course delivery

expectations, and required credential information.

- c) DE Instructors will submit required reporting documents through the designated Learning Management System and WebAdvisor (such as: submission of midterm and final grades and certification of rosters) in accordance with all timelines and due dates. All new Dual Enrollment Instructors will attend and complete an online Faculty Orientation administered by the Office of Dual Enrollment prior to the first day of class. DE Instructors will attend an annual online training, as required by the College, and submit required credentials (CV and syllabus) accordingly. DE Instructors must comply with HB 2504 and submit the required curriculum vitae (CV) and the course syllabus by the appropriate deadline each semester, by using Workday.

***Please note: If Faculty Orientation or other annual online training required by the College is not completed by the Dual Enrollment Instructor prior to the first day of class, the associated pathway will not be offered to the High School Partner(s).***

- d) The High School Partner(s) will allow release time from high school duties for DE Instructors to complete faculty training required by the College.
- e) High School Partner(s) are required to enroll a minimum of 15 College Dual Enrollment students for each offsite course section offered at the High School Partner(s)' request. Additionally, staffing and facility availability will determine course offerings and section capacity for all modes of delivery.
- f) In order to ensure instructional needs are met, the High School Partner(s) will notify the College's Dual Enrollment staff of any DE Instructor personnel changes ninety (90) days prior to the first day of the dual enrollment section. Any sections with changes in High School personnel within ninety days of the first day of class may be subject to cancellation.
- g) In order to ensure instructional needs are met, if any staffing personnel changes occur due to extended leave, the High School Partner(s) are required to notify the Office of Dual Enrollment immediately.
- h) The rigor of college-level course work can often require additional time outside of class in order to meet all course learning objectives and outcomes; therefore, DE Instructors should encourage students to allow a sufficient amount of time to complete out-of-class work assignments.
- i) When issuing grades, DE Instructors are not permitted to alter the earned College letter grade scale, which may differ from the High School Partner(s)' numeric grade scale.
- j) Dual Enrollment students are expected to meet the required minimum number of contact hours per semester in courses offered at the High School Partner(s)' location.

## **FACILITIES, TEACHING ENVIRONMENT, ENROLLMENT**

### **Facilities**

The High School Partner(s) will work with the College to ensure that the High School Partner(s)' facilities meet the expectations and criteria required for college classes, and are appropriate for college-level instruction that include the following:

- 1) High School Partner(s) will ensure that DE Instructors and dual enrollment students have

- appropriate access to all available instructional resources and essential technology.
- 2) High School Partners will ensure that all required textbooks, materials and additional supplies will be acquired by the ISD or student prior to the first day of class
  - 3) High School Partner(s) shall permit access to the College's electronic learning resources when the course is taught at the High School Partner(s) facility; and
  - 4) High School Partner(s) offering courses shall meet the laboratory safety standards and have materials/equipment that comply with College program requirements.
  - 5) High School Partner(s) will ensure the safety and security of the High School facilities where said dual enrollment classes are held on High School leased or owned property.
  - 6) The College will ensure the safety and security of the College's facilities where said dual enrollment classes are held on College leased or owned property.

***Please note: Failure to ensure Dual Enrollment Instructors and students have all the required aforementioned resources can impact the College's decision to execute subsequent partnership agreements with the High School Partner(s).***

**Signature** \_\_\_\_\_

### **Teaching Environment**

The High School Partner(s) are responsible for designating a classroom and lab space conducive to college-level learning, as required for dual enrollment courses taught face-to-face at the high school.

### **Enrollment**

**The High School Partner(s) will designate one High School Contact responsible for:**

- 1) guiding students in the selection of one pathway from the list of programs agreed upon between the High School Partner(s) and the College in the Pathway Offering Form. The enrollment in multiple pathways is not permitted; and
- 2) coordinating and tracking submission of all required documents for admissions and registration; and
- 3) submitting of all required documents for admission and registration to the assigned Dual Enrollment Representative by July 1, 2022; and
- 4) adhering to all established College deadlines, policies and procedures including but not limited to schedule changes including, additions, drops, and withdrawals; and
- 5) coordinating visits to the closest College campus to tour the facilities
- 6) working in collaboration with the College's dual enrollment team for all issues regarding dual enrollment, such as admissions, advisement, registration, grading, reporting and program improvements; and
- 7) attending the College's annual Dual Enrollment Counselor Update; and
- 8) supporting dual enrollment students in communication with their instructors in an effort to encourage self-advocacy and the heightened responsibility as a college student.

High School Partner Contact Name:	MHS <u>Kalee McMulken</u>	HHS <u>Krista Tipton</u>
Email Address:	<u>Kalee.mcmullen@misd.gs</u>	<u>Krista.tipton@misd.gs</u>



Phone Number: MHS 409 856 5100 HHS 409 856 5400

**The College will designate one Dual Enrollment Representative responsible for:**

- 1) coordinating and tracking submission of all required documents for admissions and registration from the High School Partner(s); and
- 2) submitting documents from High School Partner(s) for admission and registration to the Office of the Registrar; and
- 3) working with the High School Partner(s)' designated Dual Enrollment contact to schedule and perform Application and Registration Drives, and pathway offering presentations.

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

High School Partner(s) that participate in the Dual Enrollment Program at Texas State Technical College will comply with procedures and guidelines established by the College:

#### **Academic Instructional Calendar**

Dual Enrollment classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the High School Partner(s). The delivery of courses are subject to change based on curriculum and program updates relative to the modality of instruction. *Note: Closing a mode of delivery option at DE sites approved to offer 50% or more of a program is subject to SACSCOC approval prior to implementation.*

#### **Monitoring Instruction**

High School Partner(s) will work with the College so that College personnel will have the opportunity to monitor the quality and rigor of instruction in compliance with the College course syllabus and the standards established by the state of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the High School Partner(s). The College's Student Learning Department Chair must conduct a faculty evaluation. The evaluation and training shall include, but not be limited to:

- 1) Coordinated check-ins with the Student Learning designee (face-to-face or online);
- 2) A College end-of-semester course and instructor evaluation completed by students sent to their mymail@tstc.edu email account; and
- 3) A mandatory yearly instructor orientation/training session for all DE instructors, offered online during the month of August.

#### **Books and Supplemental Materials**

The High School Partner(s), or student(s) if the High School Partner(s) designates, are responsible for obtaining the correct editions of required textbooks, tools, software and/or supplies **before the first day of the college class**. All textbooks and/or supplemental materials, software, computer specifications, applicable insurance coverage, uniforms, associated travel expenses related to program competitions/events (e.g., SkillsUSA), chaperone expenses, etc., will be the responsibility of the High School Partner(s). Textbooks, materials, and supplies are available for purchase through the College bookstore at [http://www.tstc.edu/student\\_life/bookstore](http://www.tstc.edu/student_life/bookstore).

Each semester, the Office of Dual Enrollment will share the upcoming semester's textbook and additional materials requirements with the High School Partner(s). A list of required materials will be provided by

the DE office and posted on the DE website at [de.tstc.edu](http://de.tstc.edu), located under Educator Resources.

Some programs use digital textbooks from a third party platform that is built into the online Learning Management System. The District will receive a separate invoice reflecting the cost of the textbook.

***Please note: Failure to ensure students are prepared for class could result in the student's removal from the course and can impact the College's decision to execute subsequent partnership agreements with the High School Partner(s).***

**Signature** \_\_\_\_\_

### **Grading Procedures**

All DE Instructors will follow the College grading system as stated in the College's [Statewide Operating Standard \(SOS\), ES. 4.06, Grading System](#) as well as the grading criteria in the department-approved syllabus.

- i. A student must earn a grade of C or better in a WECM course to pass.
- ii. Performance-Based Education (PBE) courses require a grade of B or better to pass and enroll in the next course.
- iii. Dual Enrollment students are issued letter grades as pursuant to the College grading system. Dual Enrollment Representatives cannot provide numerical grades to the High School Partner(s). **If High School Partner(s) require a numerical grade they must directly contact the instructor of record for the course(s).**

### **College-Level Coursework**

The rigor of college-level coursework can often require time outside of class for the students to meet course learning objectives and outcomes.

### **Student Drops/ Withdraws**

Students are responsible for notifying their high school counselor and Dual Enrollment Representative if they are wanting to withdraw from their course(s). Students are required to sign and submit a signed Course Schedule Change form to their counselor and Dual Enrollment Representative by the pre-established due date in order to be formally dropped from their enrolled course(s). Students who drop after the refund period will still incur the dual enrollment tuition fee in accordance with [Statewide Operating Standard \(SOS\) FA 1.09, Refund of Tuition and Fees](#).

### **Learning and Library Resources**

All dual enrollment students and DE Instructors have access to the College's learning and library resources via the Learning Resource Center ([http://tstc.edu/student\\_life/learningresource](http://tstc.edu/student_life/learningresource)). Students will receive regular and timely instruction in the use of the library and other resources.

### **Student Grievances/Complaints**

Procedures for handling student grievances or complaints, as it relates to the college course or customer service, are applicable to all students, including those enrolled in dual credit courses. Dual enrollment students with grievances or complaints shall follow the procedures as stated in the College's [Statewide Operating Standard \(SOS\), ES.3.24, Student Grievances and Complaints](#), as published in the [College Catalog and Student Handbook](#).



## **STUDENT ELIGIBILITY**

The College requires High School Partner(s) to follow all College enrollment procedures and guidelines for dual enrollment students. All students must meet dual enrollment admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85, and as stated in the College's [Statewide Operating Standard ES.4.07, Admission of Students](#).

Dual Enrollment students will only be enrolled at an entry point that allows for completion of a pathway leading to an Occupational Skills Award and/ or a Level 1 Certificate. Considerations will be evaluated on a case by case basis when special designations in the College & Career Readiness School Models (CCRSM) exist.

The Texas Success Initiative Assessment (TSIA) 2.0 is a program designed to assess students' readiness for postsecondary coursework and provide appropriate interventions, services and instructional activities to prepare students for success in college-level courses. Dual Enrollment students must take the TSIA 2.0 assessment prior to enrolling with the College unless otherwise exempt or waived.

## **COMPOSITION OF CLASS**

Dual Enrollment courses will be composed as defined by the Texas Higher Education Coordinating Board laws and regulations, the [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85](#).

The High School Partner(s) may not enroll both dual credit and non-dual credit students in the same section, unless the creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

- a) If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course; or
- b) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
- c) If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

## **CAMPUS ACTIVITY AND TRANSPORTATION**

The College assumes no obligation or responsibility for the transportation of students to or from the College's campus or any other training facility. Students that have a free period while on the College's campus will not be monitored. The High School Partner(s) shall hold harmless the College for any death, personal injury, property damage and/or campus disruption caused by High School Partner(s) personnel or students. The College is not responsible for High School Partner(s)' students who leave the College's grounds.

## **STUDENT RIGHTS AND RESPONSIBILITIES**

Dual enrollment students must abide by the Code of Student Conduct outlined in the current College Catalog and Student Handbook. Dual enrollment students will be dismissed for disruptive behavior and referred to their high school principal or designee for disciplinary action on the high school side. Dual Enrollment students attending classes on the College's campus will be treated as college students and are responsible for knowing all rules and regulations of the College. Student conduct violations will be handled through the Code of Student Conduct, [Statewide Operating Standard ES 3.23, Student Rights and Responsibilities](#).



Enrolled students will be granted access to both WebAdvisor and Learning Management System platforms which includes grades, transcripts, and other College resources.

Prior to the first day of class of their first enrolled semester, all Dual Enrollment students must complete:

- a) The Dual Enrollment New Student Orientation administered by the Office of Dual Enrollment;
- b) Review their Student Online Responsibilities at [de.tstc.edu](http://de.tstc.edu) located under Resources;
- c) Set up their TSTC OneID;
- d) Complete the Student Online Learning Orientation (SOLO), when applicable.

**Signature Line** \_\_\_\_\_

### **STUDENT SUPPORT SERVICES**

The College and the High School Partner(s) will adhere to Section 504 of the Americans with Disabilities Act Amendments Act (ADAAA). Students in dual enrollment courses will have access to the same or comparable support services that are afforded College students on the main campus. The College is responsible for ensuring timely and efficient access to Student Support Services. Services such as these may require a signed student and/or parent consent form to receive services.

The College will adhere to and comply with current College policies and procedures, and federal, state and local laws, that govern the College for individuals and/or students with disabilities that require accommodations.

The High School Partner(s) agree that in classes for which college credit is awarded, accommodations will need to meet standards under the ADAAA and Section 504, subpart E, and will adhere to the College's current policies and procedures for determining reasonable accommodations and grievances. Service coordination and costs of required accommodations will be afforded through a collaborative effort. Building and information technology access will be the responsibility of the owner/provider of that infrastructure, including access to web-based curriculum materials.

The High School Partner(s) agree that classes in which high school credit is awarded, the ADAAA and Section 504, subpart D, accommodations will be the responsibility of the High School Partner(s). If an accommodation fundamentally alters the course, college credit will not be awarded. Students with disabilities who require accommodations will be required to self-disclose with the College's Access and Learning Accommodations (ALA) Office.

All dual enrollment students have access to supplemental instruction and tutoring services provided by [TSTC's Office of Student Success](#). Dual enrollment students also have access to the [Advocacy and Resource Center](#), which is designed to assist students with non academic barriers, including basic needs, child care, food pantry, lending library and transportation. Students are responsible for contacting the office for services as needed.

It is the responsibility of the dual enrollment students, their parents/legal guardians or sponsoring agents to provide health and accident insurance for the dual enrollment students. Further, High School Partner(s), the dual enrollment students, their parents/legal guardians or sponsoring agents will hold the College harmless and waive any claims, past, current or future, they may have for any death, personal injury, property damage or accidents involving students or visitors while on the College's campus or off-campus instructional site locations.

## **TRANSCRIPTION OF CREDIT**

A college grade shall be transcribed upon completion of the semester for the courses in which they are officially enrolled and will adhere to the current grading policy. The High School Partner(s) agree to evaluate the learning objectives to be achieved by students completing the College's dual enrollment college courses and to transcribe credit on the student's high school transcript accordingly.

## **ARTICULATED CREDIT**

The College does not offer articulated credit as an alternative to dual enrollment to the High School Partner(s).

## **FINANCE AND FUNDING**

### **Tuition and Fees**

Dual enrollment courses are offered at a reduced tuition waiver and fee rate of \$33.00 per credit hour. Dual enrollment student eligibility and enrollment requirements must be met for the tuition waiver to apply.

### **Refund Schedule**

Refunds will follow [Statewide Operating Standard FA 1.09, Refund of Tuition and Fees](#), unless the fees are specifically designated as non-refundable. Students enrolled in semester credit hour courses who drop a class or withdraw from school prior to the first class day shall receive a 100 percent refund. Students in semester credit hour courses who officially withdraw from school or drop a course after classes begin shall receive their tuition and fees refunded according to the following schedule:

Length of class term in weeks	Last class day of 70% refund	Last class day for 25% refund
2 or less	2	n/a
3	3	4
4	4	5
5	5	6
6	6	7
7	7	9
8	8	10
9	9	11
10	10	12
11	11	14
12	12	15
13	13	16
14	13	17
15	14	19
16 or longer	15	20

### **Invoicing**

The College will invoice the High School Partner(s) for all applicable tuition and fee charges under the sponsorship billing process. Invoicing will start after the refund period ends on the 19th class day. Student registration for subsequent academic terms will not be completed until payment is received by the College. The High School Partner(s) will designate a Business Accounting Office Contact to work with the College's Student Accounting office regarding invoices.

**\*Please note:** The Business Accounting Office Contact, listed below, will receive the invoices and be responsible for remitting payment to the College.

<b>Business Accounting Office Contact Name:</b> <u>Darin Kasper</u> <b>Email Address:</b> <u>darin.kasper@misd.gs</u> <b>Phone Number:</b> <u>469 856 5000</u>
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### **FERPA**

The Parties agree to maintain the records for all students by all applicable federal, state and local laws. For the purposes of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974



(FERPA), the College hereby designates the High School Partner(s) as a school official with legitimate education-related interests in the educational records of the students who participate in the dual enrollment program to the extent that access to the records is required by the High School Partner(s) to carry out the functions of the program. The Parties agree to maintain the confidentiality of the students' educational records in accordance with the provisions of FERPA. The Parties shall not release educational records to any third party without written consent by the affected student.

### **CYBERSECURITY TRAINING**

If District has access to a TSTC computer system or database, District represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training certified by the Department of Information Resources (DIR) and required verification of completion of the training program.

### **MEMORANDUM OF UNDERSTANDING (MOU)**

Any change to the terms of this MOU must be presented in written form and agreed upon by both the College and the High School Partner(s) at least thirty (30) days before any term or provision may be changed.

### **Force Majeure**

Neither Party to this MOU will be liable or responsible to the other for any loss or damage, or for any delays or failure to perform, due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, pandemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). However, at the sole discretion of the College, the term may be extended in an amount necessary for the College to complete the purposes of this MOU, which delay(s) have been caused by the Force Majeure Occurrence, and during said extension, the High School Partner shall work diligently in accordance with this MOU to complete the purposes of this MOU.

### **TEXAS PUBLIC INFORMATION ACT**

*Notwithstanding any provisions of this MOU to the contrary, the High School Partner(s) understands that the College will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the attorney general of the state of Texas. The College will notify High School Partner(s) of receipt of a request for information related to this MOU. High School Partner(s) will cooperate with the College in the production of documents responsive to the request.*

*High School Partner(s) may request that the College seek an opinion from the attorney general of the state of Texas; however, the College will not honor High School Partner(s)'s request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, High School Partner(s) will notify the College's Office of General Counsel of any third-party requests for information that was provided by the state of Texas for use in conducting this MOU. This MOU and all data and other information generated or otherwise obtained in the performance of its responsibilities under this MOU may be subject to the Texas Public Information Act. High School Partner(s) is required to make any information created or exchanged with the state pursuant to this MOU, and not otherwise excepted, from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. High School Partner(s) agrees to maintain the confidentiality of information received from the state of Texas during the performance of this MOU, including information which discloses confidential personal information, particularly, but not limited to, Social Security numbers.*

**COUNTERPARTS**

This MOU may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

**EFFECTIVE DATE AND TERM**

The effective date of this MOU is active upon signature of all parties and applies to the **2022-2023 academic year.**

**SIGNATURES**

The persons signing this MOU represent, each to the other, that they are authorized to sign for and bind their respective institutions.

**Texas State Technical College**

119 N. Lowrance Rd.  
Red Oak, TX 75154

By:

Date:

\_\_\_\_\_

\_\_\_\_\_

Amanda Posada

Statewide Executive Director

By:

Date:

\_\_\_\_\_

\_\_\_\_\_

Marcus Balch

TSTC Campus Provost

**High School Partner Midlothian ISD**

923 S. 9th St.  
Midlothian, TX 76065

By:

Date:

\_\_\_\_\_

\_\_\_\_\_

Jo Ann Fey  
Superintendent

**Attachment: Exhibit A** is a copy of Texas State Technical College's Dual Enrollment Pathway Offering Form. **This exhibit serves as an example.** The formal Pathway Offering Form will be sent to the High School Partner(s) upon completion of this Dual Enrollment Memorandum of Understanding.

## EXHIBIT A

### TSTC PATHWAY OFFERING FORM



In the spaces below, please indicate the pathways

\_\_\_\_\_ High School proposes to offer for the 2021-22 Academic Year.

*Please note: The pathway proposal will initiate the development of an annual Memorandum of Understanding (MOU) but does not substitute as an agreement.*

#### High School Information:

ISD/Texas Home School/ Other Entity:		HS Title:	
High School Principal Name:		CEEB CODE:	

#### High School Contact (HS Counselor or CTE Administrator or Designee as designated in the MOU):

Contact Name:		High School:	
Phone Number:		Email Address:	

#### Pathway Offering Information (add additional rows as needed):

Program Name	Program Major Code	Courses Comprising Pathway	Instructional Format On-campus, Off-site or Online

#### Signatures of Approval:

High School Contact		Signature:		Date:
Student Learning Designee/s		Signature/s:		Date:
Executive Director of Dual Enrollment		Signature:		Date: