

Memorandum of Understanding
2020-2021
Paris Junior College
P-TECH
Offered at High School Locations

PARIS JUNIOR COLLEGE (herein called the “College”) and
_____ INDEPENDENT SCHOOL DISTRICT (herein called the “ISD”) enter into the following Memorandum of Understanding and Interlocal Agreement (MOU), and for the terms of which WITNESS THE FOLLOWING:

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to facilitate cooperation between the College and the ISD in the provision of Pathways in Technology Early College High Schools (P-TECH). "P-TECH program" means the Pathways in Technology Early College High School program established under Texas Education Code (TEC), §29.551. Added by Acts 2017, 85th Leg., R.S., Ch. 189 (S.B. 22), Sec. 1, eff. September 1, 2017. Sec. 29.552.

The P-TECH program, per, TEC, §29.553, enables a student in Grade 9, 10, 11, or 12 who is at risk of dropping out, as defined by the TEC, §29.081, or who wishes to accelerate completion of high school to combine high school courses and college-level courses. A P-TECH program must provide for a course of study that, on or before the sixth anniversary of a student's first day of high school, enables a participating student to receive both a high school diploma and a credential and/or an associate degree and must include work-based education programs.

Following Texas Education Code (TEC), §29.551 The P-TECH program entered into by the College and the ISD and described in this MOU must:

- a) be open enrollment;
- b) provide for a course of study that enables a participating student in grade levels 9 through 12 to combine high school courses and postsecondary courses;
- c) allow a participating student to complete high school and, on or before the sixth anniversary of the date of the students first day of high school:
- d) receive a high school diploma and an associate degree, a two-year postsecondary certificate, or industry certification; and
- e) complete work-based training through an internship, apprenticeship, or other job training program;
- f) articulation agreements with institutions of higher education in this state to provide a participating student access to postsecondary educational and training opportunities at an institution of higher education;

- g) memoranda of understanding with regional industry or business partners in this state to provide a participating student access to work-based training and education; and
- h) provide a participating student flexibility in class scheduling and academic mentoring.

2. **Student Enrollment and Support Services:**

A. Student Access to College Services

ISD students enrolled in P-TECH program courses will have access to services provided by the College. High School students may receive a college student identification card.

B. Student Eligibility

1) Articulation Agreement

Under the Texas Education Code (TEC), §29.551, the College and the ISD will develop an articulation agreement for the P-TECH program. The P-TECH program will provide a participating student access to postsecondary educational and training opportunities at an institution of higher education.

"Articulation agreement" means a written commitment between school districts or open-enrollment charter schools and institutions of higher education to a program designed to provide students with a nonduplicative sequence of progressive achievement leading to degrees or certificates in a work-based education program.

Per the P-TECH/ICIA Blueprint the articulation agreement will include the following components (at a minimum):

- a) Curriculum alignment
- b) Instructional materials
- c) Courses of study, which enables a student to combine high school courses and college-level courses to earn either an associate degree postsecondary certificate provided by an IHE, or industry certification
- d) Student enrollment and attendance
- e) Grading periods and policies
- f) Administration of statewide assessments under TEC Subchapter B, Chapter 39
- g) Policies for:
 - i. advising students on the transferability of all college credit offered and earned
 - ii. Ensuring the IHE transcripts college credit earned through dual credit in the same semester that credit is earned
 - iii. advising students as to the transferability and applicability to baccalaureate degree plans for all college credit offered and earned (college credits earned during high school should allow students to progress from an associate degree to a bachelor's degree and beyond in their chosen field)
 - iv. students accessing to the IHE facilities, services, and resources

2) Academic University Transfer Courses in P-TECH Program

High School students enrolled in the P-TECH program and required to take academic university transfer courses must have documented placement and meet the minimum requirements. High School students must be in grades 9-12 and meet all eligibility requirements in the THECB guidelines.

Students must fulfill the admissions requirements of the College, including the testing and placement guidelines (TSI, STAAR, ACT, SAT, or other alternative test scores).

Students who meet standards on certain tests, as indicated below, may be exempt from testing. TAKS, ACT, and SAT scores are valid for five years from the date of testing. TAKS (exit-level) - 2200 in math and/or 2200 in English/Language Arts (ELA) with a writing subscore of at least 3.

SAT - a combined score of 1070 with a 500 on the math and/or verbal sections.

SAT (taken after March 5, 2016) - 480 EBRW (evidenced based reading and writing) and/or 530 math.

ACT - a composite score of 23 with a 19 on the math and/or English sections.

STAAR (End of Course) - English III - Level 2 (4000+) and/or Algebra II - Level 2 (4000+).

TSI Waivers while in High School - (An eligible high school student who has enrolled in Academic University Transfer Courses in P-TECH Program under this provision must demonstrate eligibility to enroll in Academic University Transfer Courses in P-TECH Program in the 12th grade).

STAAR P-TECH program Eligibility – EOC English II - Level 2 (4000+) and/or Algebra I - Level 2 (4000+) and a passing grade in the Algebra II course.

PSAT – Combined score of 107 on the PSAT with a minimum of 50 on the critical reading and/or math test.

An eligible high school student who enrolls in a Academic University Transfer Courses in P-TECH Program requiring TSI completion in reading, writing, or mathematics during their junior year under the PSAT/NMSQT, PLAN, or Aspire provisions and earns a grade of C or better has demonstrated eligibility to enroll in Academic University Transfer Courses in P-TECH Program in the twelfth grade.

An eligible high school student who enrolls in a Academic University Transfer Courses in P-TECH Program course requiring TSI completion in reading, writing, or mathematics during their junior year under the PSAT/NMSQT, PLAN, or Aspire provisions and does not earn a grade of C or better must demonstrate eligibility to enroll in P-TECH program courses in the twelfth grade.

If not exempt, students must pass the portion of the TSI Assessment that correlates with the Academic University Transfer Courses in the P-TECH Program.

New TSI Assessment Passing Scores:

Reading – 351+

Writing – 340+ with an essay of 4

Math – 350+

3) Workforce Education CTE Courses in P-TECH Program

High school students enrolled in Level I certificates are not required to meet TSI requirements. They are not exempt from TSI if they take P-TECH program courses that are not included in the Level I certificate.

4) To enroll in the P-TECH P-TECH program, first-time students must complete the following:

- a) Application For Admission and Resident Status Form (One Time Only)
- b) Advisement and Enrollment Form (Every Semester)
- c) High school transcript (Once Per Year)
- d) Counselor Approval Letter (Once Per Semester)
- e) Test scores or exemption documentation.
- f) Payment
- g) Students must have a bacterial meningitis vaccination if the student takes classes on the PJC campus. Documentation of this vaccination is not needed if the courses are taken on the high school campus.

C. Student Composition of Class

A class minimum of fifteen students is necessary to make a class. Should the ISD and the College reach an agreement for additional financial compensation, then courses with students of less than fifteen may be conducted when agreed upon by both parties.

D. Advising

- 1) All P-TECH program students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
- 2) A degree plan with a defined sequence of courses will be available for all P-TECH program students.
- 3) The ISD and The College will work cooperatively to ensure that all P-TECH program students will have a degree plan on file by the end of the [second regular] semester or term immediately following the semester or term in which the student earned a cumulative total of fifteen or more semester credit hours for coursework.

E. Pathways Alignment

- 1) The College shall provide a comprehensive guide to the alignment of High School endorsements, P-TECH program courses, post-secondary pathways, credentials at the institution, and industry certifications.

F. Course Transferability

The College is a fully accredited institution, and basic academic and general education courses are readily transferable to other public institutions of higher education in Texas. However, since each college has its policy regarding the transferability of courses, each student is strongly advised to work directly with the college he or she plans to attend after high school if it is not the College to determine the transferability of the College courses.

G. Counseling and Student Accommodations

The College and the ISD will adhere to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. The ISD will provide classroom accommodations for P-TECH program students. If College Faculty teach the class at the high school, the College Disability Student Success Coach will coordinate class accommodations with the high school Special Education Counselor.

504/ADAAA only covers high School courses (college). Participation is considered a choice on the part of the student where IDEA (Individuals with Disabilities Education Act) requirements concerning FAPE (Free Appropriate Public Education) do not apply. Requirements under IDEA do not apply to the post-secondary level, but because the student is still considered a high school student, and is continuing to earn high school credit, IEP services could be provided as long as these academic accommodations do not alter the essential requirements of the class and the academic rigor.

In addressing this unique situation where both laws apply to one course, the appropriateness of any particular accommodation will be determined on an individualized basis for each student in each course.

- The student must self-identify as a person with a disability

- The student needs to schedule an appointment to see a The College Disabilities Student Success Coach before the Texas Success Initiative (TSI) testing and the beginning of each P-TECH program course.

- The student needs to bring documentation of disability to the initial appointment with a PJC Disabilities Student Success Coach.

- The student should be prepared to discuss their disability, accommodations received in high school and how the disability affects individual learning

- Documentation and/or IEP will be reviewed to determine reasonable accommodations

- Accommodations for college P-TECH program courses may differ from HS accommodations/modifications provided for HS courses

- Accommodations are not retroactive

H. Student Complaints

Grievance or complaint procedures for handling student complaints regarding college courses apply to all students, including those enrolled in P-TECH program courses. P-TECH program students with complaints shall follow the procedures as stated in the College's Board Policy for Student Rights and Responsibilities – Student Complaints (Paris Junior College Board Policy FLB Local). The Student Rights and Responsibilities- Student Complaints procedures may be found in the student handbook.

I. Student Conduct

High school students taking courses for the P-TECH program, even during the daytime in their school, will be treated as college students. It is expected that high school students taking college courses as part of the P-TECH program will behave like college students. A collegiate classroom environment is expected. The level of maturity of the high school student should be one of the bases for approval by the high school official. P-TECH program students will be expected to follow the Student's Rights and Responsibilities-Student Conduct Policy (Paris Junior College Board Policy FLB Local). The Student's Rights and Responsibilities-Student Conduct Policy may be found in the student handbook.

J. Student Academic Performance

Students enrolled in P-TECH program courses must follow the same academic performance criteria as all students enrolled at the College. Students must maintain a cumulative grade point average of at least 2.0 for all course work attempted during the fall and/or spring semester. Failure to do so may result in placement on academic probation, strict probation, or suspension. These standards are published in the student handbook and college catalog. The College and the ISD will work to ensure students are informed of the procedures.

K. Transcription of Credit

The awarding of high school credit for graduation is at the discretion and approval of the Independent School District Board. The College and the ISD will post to transcript P-TECH program courses for both college credit and high school credit immediately upon student completion of the performance required in each course.

L. Commencement Ceremonies

P-TECH program students must be enrolled in all final coursework for their declared program, and all coursework must be completed at the end of the semester of graduation to become eligible to participate in the College Commencement Ceremonies. P-TECH program students who are eligible to participate cannot defer participation to a later Commencement Ceremony date. The College Registrar is the Graduation Determination Official and has the final authority to determine P-TECH program eligibility for graduation and ceremony participation. P-TECH program students must meet all graduation requirements as outlined in the College Catalog to be eligible for graduation and participation in the Commencement Ceremonies.

3. ACADEMIC POLICIES AND PROCEDURES:

Academic Policies and procedures applicable to regular college courses, and students will also apply to P-TECH program courses and P-TECH program students.

A. Eligible Courses

Academic courses offered by the College for P-TECH program are developed based on the guidelines published in the Academic Course Guide Manual. Workforce courses are developed based on the guidelines published in the Workforce Education Course Manual. The College does not offer remedial, kinesiology, or developmental courses for the P-TECH program.

Exhibit A demonstrates the Parsi Junior College Dual Credit Course Crosswalk. This guide can assist the ISD in determining the granting of dual credit for college credit classes for the P-TECH program. The ultimate authority for granting High School credit rests solely with the ISD, and this document in no way usurps that authority.

Following P-TECH/ICIA Blueprint, a course of study must be in place detailing how students will progress toward the goal of aligning high school, college-level courses, and industry/business training. This course of study must provide pathways to an associate degree, postsecondary certificate provided by an IHE, or an industry certification.

B. Faculty Qualifications, Selection, Supervision, and Evaluation

The College has established an approval process for selecting and/or approving qualified faculty (Employee Handbook) to teach all courses. The ISD will collaborate with the College to ensure that the ISD instructor applying to teach the P-TECH program courses meets the credential requirements

Faculty teaching college courses in the P-TECH must follow the same procedures and meet the same qualifications as faculty teaching any college course. Faculty teaching P-TECH program courses and are employed by the ISD are referred to as Dual Credit Faculty.

1. Credential Guidelines

- a. Faculty teaching general education courses at the undergraduate level: doctor's or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- b. Faculty teaching associate degree courses designed for transfer to a baccalaureate degree: doctor's or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- c. Faculty teaching associate degree courses not designed for transfer to the baccalaureate degree: bachelor's degree in the teaching discipline, or associate's degree and demonstrated competencies in the teaching discipline.

2. Prospective instructors must fill out the appropriate papers with the College Human Resources Office for employment and are classified as regular part-time/adjunct instructors of the college.

3. Each approved Dual Credit Faculty will be supervised by the College's respective dean or designee and be evaluated annually and monitored to ensure quality of instruction and compliance with the College's policies and procedures following the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

4. The ISD will forward any concerns regarding Dual Credit Faculty or College Faculty teaching the college-level course to the College Vice President for investigation. In order to resolve the concerns, a meeting shall take place between the College Academic Dean (and/or designee) and the ISD Principal (and/or other designated high school administrators) to discuss the issues and reach a mutually agreeable decision.

Even though Dual Credit Faculty members are full-time employees of the ISD wherein they teach the college course(s), they are expected to follow all the College's policies as applicable during the instructional time designated for P-TECH program courses. Because both the College and the ISD employ dual Credit Faculty, they are confronted with unique challenges but should have the same rights, responsibilities, and privileges as College Faculty teaching a P-TECH program course at a high school site. They must fulfill their responsibilities as Dual Credit Faculty while following the expectations, policies, and responsibilities required by their ISD and Principal.

C. P-TECH program Faculty Rights and Responsibilities when teaching a College-level Course at the College

1. **College-Level Course Work:** The rigor of college-level course work can often require additional time outside of class for students to meet course learning objectives and outcomes; therefore, Dual Credit Faculty should not be coerced to decrease the amount of out-of-classwork assigned to students. The syllabus used will mirror the syllabus used by the College for traditional students.
2. **Issuing of College Grade:** Dual Credit Faculty shall not inflate the college letter grade, which might differ from the high school numeric grade.
3. **Contact Hours for P-TECH program Students:** Just as Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in P-TECH program courses are required to maintain regular and punctual attendance in classes and laboratories.
4. Dual Credit Faculty must not be coerced to take unreasonable measures to help a student who, in the estimation of the Faculty member, is failing the course due to a lack of effort and/or excessive student absences
5. High school faculty teaching P-TECH program courses must attend training provided by the College.

D. Location, Facilities, and Teaching Environment

The location of P-TECH program courses will be held at approved high school sites per SACSCOC standards.

- 1) The ISD will work with the College to ensure that the ISD's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of the class including the following:

- a. The ISD will ensure that College Faculty and P-TECH program students have appropriate access to all available instructional facilities, resources, and essential technology;
 - b. The ISD shall permit access to the College's electronic learning resources when the course is taught at the ISD; and
 - c. The ISD offering science courses shall meet the laboratory safety standards and have material/equipment required for College courses available in all labs in which classes are being taught to comply with the College science program requirements.
- 2) When ITV classes for the P-TECH program are delivered to the ISDs, the high school will be responsible for providing a local proctor to oversee the class.

E. Course Curriculum, Instruction, and Grading

- 1) The College is responsible for involving full-time faculty in the process of selecting and implementing College courses. The College ensures that course learning outcomes, general education competencies, and course standards are understood and that the same standards of expectation and assessment are applied where College courses are offered. The College will designate staff to monitor the quality of instruction in order to assure compliance with the College requirements and standards established by the State, SACSCOC, the College, and the ISD.
- 2) Instructors must have a syllabus on file in the Vice President's office, which incorporates student learning outcomes and intellectual competencies conforming to the official PJC syllabus checklist. (The public school TEKS - Texas Essential Knowledge and Skills - must be taken into consideration as equivalent or covered in context.)
- 3) The College courses offered as part of the P-TECH program, regardless of where they are taught, follow the same college calendar, syllabus requirements, course outline, grading procedure, and other instructional and evaluative policies and procedures.
- 4) All Dual Credit Faculty will follow the College Grading System, as stated in the College's Catalog. Letter grades are given per policies printed in the college catalog. Numerical grades are also provided for those students identified as P-TECH program students.
- 5) The ISD will direct students to follow the College's Grade Appeal process, as identified in the Student Handbook per the College's Board Policy (FLD (Local) Student Complaint Policy).

- 6) ISD employees and parents shall not influence the grading policies, grading procedures, or other instructional policies of The College faculty who teach college courses as dual credit.

F. Record Keeping and Reporting

- 1) Dual Credit Faculty will submit all required reporting documents such as rosters, learning outcome results, syllabi, and grades by the deadlines set by the College.
- 2) College and Dual Credit Faculty teaching P-TECH program courses should check their class rosters during the first week of classes to make sure that all students attending the class are enrolled in the P-TECH program course. Dual Credit faculty will refer students, not on the roster to the appropriate ISD administrator and College personnel. Any student not listed on the roster by the 12th day of class (Census Day) will not be enrolled in the P-TECH program course.
- 3) College Faculty and Dual Credit Faculty teaching college-level courses are expected to reach out to students who need academic assistance and direct them to the appropriate College or ISD support services.

4. COURSE SCHEDULING AND FACULTY REQUESTS:

- 1) All course selections for the fall should be finalized on or before April 1st. All course selections for the spring semester should be finalized on or before November 1st. Courses scheduled should be those listed in the course of study for that semester.
- 2) The College can not guarantee an ability to staff course sections with The College employed faculty any later than April 1st for the fall semester and November 1st for the spring semester.
- 3) ISD officials will provide notice at least two weeks for changes in instructional time, including but not limited to school assemblies, pep rallies, special events: Benchmark testing, and standardized testing. In regards to UIL advancement, sports competition advancement, or other extenuating circumstances, high school officials will notify the Director of Dual Credit as soon as possible.
- 4) The college calendar and operational hours shall take precedence over the ISD calendar and operational hours unless agreed upon by both parties.

5. FUNDING:

Under Texas Education Code (TEC)§102.1095, a student enrolled in a P-TECH program on a granted or designated P-TECH campus may not be required to pay for tuition, fees, or required textbooks for any coursework or work-based education experience. The school district or charter school in which the student is enrolled shall pay for tuition, fees, and

required textbooks, to the extent those charges are not waived by the institution of higher education.

The P-TECH program must be provided at no cost to students enrolled on a granted or designated P-TECH campus.

As authorized by Texas Education Code, Section 130.008 and approved by the College Board of Regents (February, 2020), eligible students may register for academic dual credit courses per semester at a reduced tuition and fee rate of \$150 for in-district students per three semester credit hour course or \$180 for out-of-district students per three semester credit hour course and \$200 for in-district students per four semester credit hour course or \$240 for out-of-district students per four semester credit hour course.

CTE courses are offered at the regular tuition and fee rate, with scholarships available to offset a portion of the cost. In order to be enrolled and receive college credit, students enrolling in dual credit courses must pay the required tuition by the appropriate date.

All instructors must be documented. The College Instructors of Record and will be compensated by The College per the college pay schedule for adjunct faculty.

6. **INDEMNITY AND LIABILITY:**

To the extent permitted by law, parties to the MOU agree to indemnify mutually, defend and hold each other harmless from any and all claims and losses accruing or resulting from any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of any subcontract under this agreement and from any and all claims and losses occurring or resulting from person, firm or corporation who may be injured or damaged by the acts of omissions of the property in the performance of the subcontract.

The ISD expressly assumes all liability related to or arising from the acts and/or omissions of its employees, contractors, agents, or representatives related to this agreement or the offering of dual credit courses.

7. **DATA SHARING:**

The Family Educational Rights and Privacy Act (FERPA) allows protected student data to be exchanged between the College and ISD for students that are dually enrolled without the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the ISD, including records that the College disclosed. The College and the ISD are expected to meet FERPA requirements to maintain the privacy of student data.

The ISD shall provide primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the ISD without prior authorization

from the College. The ISD may request data from the College if an MOU has been executed and is active between the ISD and the College.

As outlined in the P-TECH Blueprint, the College and ISD will work together and shall provide an assessment for measuring student progress to ensure students are on track to meet the Outcomes-Based Measures. They will also collaborate to share data as part of the required biannually structured data review process designed to identify student strengths and weaknesses and develop individual instructional support plans.

8. **OFFICE OF HUMAN RESOURCES DEPARTMENT, DATA PRIVACY, AND SHARING AGREEMENT:**

The ISD will collaborate with the College to ensure that all ISD faculty applying to teach in the dual credit courses meet the credential requirements per the College's faculty qualifications standard and will submit all required documents for the hiring process to the Human Resources Department as well as agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

Any non-academic incidents or complaints against Dual Credit Faculty teaching a College course are required to be reported to the College's Office of Human Resources to the attention of the Director of Human Resources.

The ISD will comply with Title IX of the Education Amendments 1972 (20U.S.C. §1681 et seq.) regulations as stated in the College's Board Policy Freedom from Discrimination, Harassment, and retaliation Sex and Sexual Violence Policy (Paris Junior College Board Policy (FFDA Local)).

Title IX Statement: Title IX of the Education Amendments of 1972 (20 U.S.C. s1681 et seq) and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance." Title IX resources, policies, and procedures, including the name and contact information of the Title IX Coordinator for the College, are located on the College website.

The College and ISD will work collaboratively and timely to share all information necessary in the event of an investigation of a personnel matter.

9. **MEMORANDUM OF UNDERSTANDING:**

This MOU may be amended by mutual written agreement of both parties.

The College and the ISD reserve the right to terminate this MOU by notice from either party following this MOU or by operation of law. The College or the ISD may terminate the MOU no fewer than ninety (90) days before the intended date of termination. To be effective, notice must be submitted in writing, signed by the College President or the ISD Superintendent, and personally delivered to the other party to this MOU.

10. NOTIFICATION OF NON—COMPLIANCE, AND TERMINATION OF AGREEMENT

Failure to act in accordance with any provision in this MOU will result in a Notification of Non-Compliance (Notice), which may be initiated by either party. The Notice shall be in writing and shall state, in particular, the alleged non-compliance. The Notice will be provided to the College President and ISD Superintendent for review and action. Failure to correct non-compliance may result in termination of this agreement

11. SIGNATURES

All signatories to the Memorandum of Understanding will be responsible for complying with applicable Federal, state, and local laws, rules, and mandatory policies and guidelines.

More important than the above-listed provisions is the spirit of cooperation between the respective ISD and The College. Both parties endeavor to provide a positive collegiate-level experience for those high school students with the maturity and academic preparation to be successful in college-level courses.

This Memorandum of Understanding will be evaluated at the end of each school year.

Superintendent

Dr. Pamela Anglin, President
Paris Junior College

Independent School District

Date

Date