

**The University of Texas Permian Basin  
Memorandum of Understanding  
Academic Dual Credit/ECHS  
Fall 2024–Summer 2025**

This Memorandum of Understanding (“MOU”) is entered into by and between The University of Texas Permian Basin (“UTPB”) and Burnham Wood Charter School, “Burnham Wood Charter School”, pursuant to section 29.908 of the Texas Education Code.

**1. Term**

The term of this agreement is August 1, 2024 through and including July 31, 2025.

**2. Recitals**

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

**3. MOU Purpose**

The purpose of this MOU is to outline the roles and responsibilities of the University and the School Districts that participate in the Academic Dual Credit/ECHS Programs at UTPB. This MOU is the agreement that encompasses all programs and initiatives under the Academic Dual Credit/ECHS Programs as required by the Texas Higher Education Coordinating Board (THECB). An additional Memorandum of Understanding is required by the Texas Education Agency for Early College High Schools, T-STEM and P-TECH schools.

**4. Non-Discrimination**

The University of Texas Permian Basin is committed to providing an educational, living and working environment that is welcoming, respectful and inclusive of all members of the university community. An environment that is free of discrimination and harassment allows members of the university community to excel in their academic and professional careers. To the extent provided by applicable federal and state law, the University prohibits unlawful discrimination against a person because of their race, color, religion, sex, national origin, age, disability, genetic information, or veteran status. The University's commitment to equal opportunity extends its nondiscrimination protections to include sexual orientation, gender expression and gender identity. For more information, please visit UTPB's Non-Discrimination Policy: <https://www.utpb.edu/life-at-utpb/campus-safety/non-discrimination-policy>

**5. Recognition of Higher Education Partner**

The School District, when reporting and publicizing high school students' completion of academic dual credit courses, will recognize all Higher Education partners, including The University of Texas Permian Basin. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District

will recognize The University of Texas Permian Basin as their Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regards to the Academic Dual Credit/ECHS Programs: "Burnham Wood Charter School" collaborates with The University of Texas Permian Basin, our Higher Education partner, to offer University credit hours, while saving families hundreds of thousands of dollars in reduced costs in tuition and fees." In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the University's Branding, Marketing, and Advertising Guidelines for The University of Texas Permian Basin at [https://www.utpb.edu/university-offices/communications-and-marketing/images/ut-permian-basin-brand-guidelines\\_updated-04012019.pdf](https://www.utpb.edu/university-offices/communications-and-marketing/images/ut-permian-basin-brand-guidelines_updated-04012019.pdf). Failure to follow this provision will result in a non-compliance notification as stated in Section 23 of this document.

## **6. Academic Policies and Procedures**

Regular academic policies and procedures applicable to regular University courses and students will also apply to dual credit courses and dual credit students.

### **a) Eligible Courses**

Academic courses offered by the University for dual credit are developed based on the guidelines published by the Texas Higher Education Coordinating Board in the Academic Course Guide Manual. The University does not offer remedial, kinesiology, or developmental courses for dual credit.

### **b) Faculty Qualification, Selection, Supervision, and Evaluation**

The University has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the University's respective department chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the University's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the UTPB Academic Affairs Handbook (AAH).

- i. The School District will collaborate with the University to ensure that the School District instructor applying to teach in the Academic Dual Credit Program meets the credential requirements.
- ii. The University will ensure that University Faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks.
- iii. School District faculty approved as Dual Credit Faculty must be cleared by the University's Office of Human Resources to teach any dual credit courses.

- iv. Dual Credit Faculty will submit all required reporting documents such as rosters, learning outcome results, syllabi/section outlines, and grades by the deadlines set by the University.
- v. New Dual Credit Faculty approved for the upcoming Academic Year must satisfactorily complete Canvas LMS and Quality Measures Trainings offered through the University's Falcon Online Department prior to or during their first semester teaching Academic Dual Credit Program courses.
- vi. University and UTPB Dual Credit Faculty teaching dual credit 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 dual credit course. Refer students not on the roster to the appropriate School District counselor and the Dual Credit Department. Any student not listed on the roster by the 12th day of class (Census Day) will not be enrolled in the dual credit course.
- vii. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required University departmental meetings, discipline and course-specific professional development training. The department chairs will provide meeting schedule information to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate his/her teaching responsibilities at the high school in order to attend required department meetings.
- viii. University Faculty and UTPB Dual Credit Faculty teaching University-level courses are expected to reach out to students who need academic assistance and direct them to the appropriate University or School District support services.
- ix. The School District will forward any concerns regarding UTPB Dual Credit Faculty or University Faculty teaching the University-level course to the University Department Chair for investigation. To resolve the concerns, a meeting shall take place between the University Department Chair (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.
- x. Online students shall be informed that they are able to access the online course at any time, not only during a designated time at the high school.
- xi. Even though Academic UTPB Dual Credit Faculty members are full-time employees of the School District wherein they teach the University course(s), they are expected to follow all the University's policies as applicable during the instructional time designated for dual credit courses. Because Dual Credit Faculty are employed by both the University and the School District, they are confronted with unique challenges, but should have the same rights, responsibilities, and privileges as University Faculty teaching a dual credit course

at a high school site. They must fulfill their responsibilities as UTPB Dual Credit Faculty while acting in accordance with the expectations, policies, and responsibilities required by their School District and Principal.

xii. UTPB Dual Credit Faculty Rights and Responsibilities when teaching a Course for the University:

- **Course Work:** The rigor of University course work can often require additional time outside of class for students to meet course learning objectives and outcomes; therefore, UTPB Dual Credit Faculty should not be coerced to decrease the amount of out-of-class work assigned to students.
- **Issuing of University Grade:** UTPB Dual Credit Faculty shall not inflate the University letter grade, which might differ from the high school numeric grade.
- **Contact Hours Pertaining to Dual Credit Students:** Just as UTPB Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. The student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence, and make-up work for class absences will be permitted only as specified by the faculty in the course syllabus.
- **UTPB 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.**

c) Location, Facilities, Teaching Environment, and University Courses

The location of dual credit courses will be held at approved high school sites in accordance with SACSCOS standards.

i. University Courses

Faculty teaching dual credit courses must use the University's approved Learning Management System. The University maintains security measures to protect faculty and students while learning in an online environment.

ii. Course Delivery at High School

The School District will ensure that all academic dual credit courses taught by UTPB Dual Credit Faculty are conducted through face-to-face instruction, except when a State of Emergency is activated, is when a UTPB Dual Credit

Faculty may be approved to conduct online instruction to adhere to the University's Instructional Guidelines, using the University's Learning Management System.

iii. Online Method of Delivery

UTPB offers one method of delivery via online Learning Management System.

An electronic course is defined as a course in which instruction and content are primarily over the Internet; a student and teacher are in different locations for a majority of the student's instructional period; most instructional activities take place in an online environment; the online instructional activities are integral to the academic program; extensive communication between a student and a teacher and among students is emphasized; and a student is not required to be located on the physical premises of a school district or open-enrollment charter school.

iv. Facilities

The School District will work with the University to ensure that the School District's facilities meet the expectations and criteria required for University classes and are appropriate for University-level instruction by the first day of class including the following:

- School District will ensure that University Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District shall permit access to the University's electronic learning resources when the course is taught at the School District; and
- School District offering science courses shall meet the laboratory safety standards and have material/equipment required for University courses available in all labs in which classes are being taught to comply with the University science program requirements.

v. Teaching Environment

The School District will ensure that the classroom environment is conducive to University level learning by:

- Designating a classroom for the dual credit classes;
- Displaying signs outside of the classroom that indicate "University Course is in Session";
- Assuring no interruptions take place in the University dual credit class while in session, such as removing students for high school activities, or

making announcements except for official business or emergencies. Interruptions for official announcements must be minimized; and

- Accepting the faculty member's attendance requirements as stated in the course syllabus.

d) Course Curriculum, Instruction, and Grading

School Districts that participate in the Academic Dual Credit/ECHS Programs at the University will comply with procedures and guidelines as published by the University, including the following:

i. Academic Instructional Calendar

Dual credit classes will follow the University Academic Calendar. Exceptions may be arranged through collaboration between the University and the School District. When the requested exception involves the Final Exam Schedule for long semester classes, the College Department Chair and Division Dean should be involved in any decision. The University requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. University courses and exams should take reasonable priority over School District activities.

ii. Monitoring Instruction

The School District will work with the University so University personnel will have the opportunity to monitor the quality of instruction in compliance with the University course syllabus and the standards established by the State of Texas, SACSCOC, and the School District.

iii. Books and Supplemental Materials

Courses offered for dual credit will be identified in the course schedule as University-level courses. Instruction and materials for dual credit courses will be equivalent or identical to courses taught to traditional university students. When possible, UTPB will: (i) utilize open resource textbooks for all dual credit courses, and (ii) utilize the same textbook for multiple years. District shall be responsible for providing all academic textbooks to students.

iv. Grading Procedures

All UTPB Dual Credit Faculty will follow the University Grading System as well as the grading criteria in the department approved syllabus.

v. Submission of University Grade

The primary responsibility for assigning University grades in a course belongs to the faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. University and School District officials will not interfere with the faculty member's responsibility for assigning University grades. The final course grade for the University will be a letter grade and for the high school a numeric grade that might differ from the University grade.

vi. Grade Appeal

The School District will direct students to follow the University's Grade Appeal process. An electronic copy of these documents may be accessed on the Student Services Department webpage at the following link:

<https://www.utpb.edu/life-at-utpb/student-services/dean-of-students/student-grievances>

## **7. Student Enrollment & Support Services**

a) Student Eligibility

Beginning in the 9<sup>th</sup> grade, Texas public school students may enroll in dual credit courses for up to 15 hours per semester. Texas Administrative Code §4.85(b) identifies requirements that must be met by students who enroll in a college course for concurrent enrollment college credit.

I. Students must comply with the Texas Success Initiative as follows:

- Reading—TSIA score of 351 or TSIA2 of CRC $\geq$ 950
- Writing—
  - a. a placement score of at least 340, and an essay score of at least 4; or
  - b. a placement score of less than 340 and an ABE Diagnostic level of at least 4 and an essay score of at least 5.
- Mathematics—TSIA score of 350

### **TSIA2**

- Mathematics College and Career Readiness —
  - CRC $\geq$ 950;
  - CRC $<$ 950 and Diagnostic Level = 6
- English Language Arts and Reading College and Career Readiness —
  - CRC  $\geq$  945 and Essay  $\geq$  5;

- CRC < 945 and Diagnostic Level > = 5 and Essay > = 5 Diagnostic Level Range: 1-6 CRC– College Readiness Classification Test CRC Range 910-990

2. Alternatively, students may qualify under one of the following standardized exemptions from TSI requirements:

- Exemption from TSIA reading and writing:
  - Scored a 23 or higher on the ACT composite and a minimum of 19 on both the English and math tests;
  - SAT administered prior to March 2016: Earned a combined (verbal critical reading + math) SAT score of 1070, with a minimum score of 500 on both sections;
  - SAT administered March 2016 and later: Evidence-Based Reading and Writing (EBRW) minimum score of 480, Mathematics minimum score of 530 (no combined score needed);
  - TAKS scale score of at least 2200 on the math section and/or 2200 on the English Language Arts section with a writing subsection score of at least 3.

b) Library Services

UTPB shall provide dual credit enrolled student's access to the instructional and digital resources available on the campus of UTPB and ensure that all distance education students have access to library resources to support appropriately the courses in which the students are enrolled. These services include document delivery, electronic access to reference services, reserves, interlibrary loan, and a web page that includes ready links to services, contacts, and self-help modules. The library will regularly evaluate the effectiveness of resources provided to distance education students and will demonstrate that services are improved where appropriate. Instructors will provide distance education students information about library services.

c) Student Support Services

Students in dual credit courses may utilize the same or comparable academic support services that are afforded to University students on the main campus. The University is responsible for ensuring timely and efficient access to such services (e.g., academic advising), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible. Currently, services available to the online students from UTPB include:

- Electronic resources, online reference services, and other services of the J. Conrad Dunagan Library;
- Writing Center assistance and tutorials with writing assignments;



- Testing Services & Academic Accommodations for ADA issues, testing services, and study skill development;
- Academic Advising;
- Technical Support for Canvas users

d) Student Policies

Regular academic policies applicable to courses taught at the University's main campus must also apply to dual credit courses, in accordance with TAC Chapter 4. These policies shall include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and when the syllabus must be distributed.

e) Student Complaints

UTPB's policies and procedures for handling student academic and non-academic complaints are applicable to all students including those enrolled in distance education programs and courses. Students with complaints about distance education delivered by UT Permian Basin should follow the process described. Students who wish to file a written complaint are encouraged to submit their complaint using the University Complaint Resolution Portal located at <https://www.utpb.edu/life-at-utpb/student-services/dean-of-students/student-grievances> . If an issue cannot be resolved internally/locally, students may file a complaint about UT Permian Basin with their state of residence or the University's accrediting organization. Information on both are available at Complaint Process - The University of Texas Permian Basin | UTPB or UTPB Complaint Management - UTPB IRD.

f) Student Conduct

Dual credit students must abide by the UTPB Student Code of Conduct outlined in the current Handbook of Operating Procedures.

## 8. Finance Support Services

a) Faculty Stipend

School District instructors approved by the University to be Dual Credit Faculty and approved to teach University level courses will be paid a stipend by the University per class, per semester, as outlined in the Academic Affairs Handbook (AAH).

b) Tuition and Fees

District shall pay \$55 per semester credit hour. Each school district is liable for making complete payment for all students before the 12<sup>th</sup> class day. Each district and or dual credit student will adhere to enrollment cancellation processes that are set in place by the University.

c) Financial Aid for Swift Transfer (Fast)

The FAST tuition rate adopted by the THECB for FY 2024 is \$55 per semester credit hour (or equivalent) and serves two purposes:

1. **Funding rate:** Participating institutions will receive an allotment of funding equal to the FAST tuition rate for each semester credit hour (or equivalent) of dual credit coursework taken by an eligible student.
2. **Maximum tuition rate:** Participating institutions that have an agreement with an ISD or charter school may not charge a per-credit tuition rate more than the FAST tuition rate to any student attending high school in a Texas school district or charter school for any eligible dual credit course offered by the participating institution. Institutions may choose to charge a lower rate for any or all dual credit coursework without impacting the funding rate indicated in #1 above.

Institutions whose tuition rate for dual credit coursework has already been set for the 2023-24 academic year at a rate exceeding the FAST tuition rate will be able to participate in the FAST program upon realigning their tuition rate to not exceed the FAST tuition rate for students attending high school in a Texas school district or charter school.

**Other Course Charges**

Participating institutions may charge dual credit students who are not FAST-eligible other costs, such as fees, books, or supplies. However, FAST-eligible students may not incur these charges.

Participating institutions are not prevented from entering into contracts for other course charges, such as fees, books, supplies, or professional development, to be paid for by school districts or charter schools. (<https://www.highered.texas.gov/our-work/supporting-our-institutions/community-college-finance/fast/> )

d) Invoicing

UTPB will issue an invoice to District listing all enrollments in all subject areas. District will have up 15 business days to appeal any registrations for that semester, to the Office of Accounting. District must remit payment within 30 days of receipt of invoice. Failure to pay may result in District's inability to enroll students in future courses.

e) TXVSN Enrollment

When District enroll in courses via the Texas Virtual Schools Network (TXVSN), it will follow UTPB enrollment procedures, including:

- a. Applying to and enrolling students in UTPB;
- b. Adhering to UTPB's enrollment and drop schedule; and

- c. Entering into a written agreement approved by the governing boards or designated authorities of District and UTPB.
- d. District is responsible for 100% of the course cost for each student that completes coursework. District is responsible for 70% of the course cost for each student who withdraws from a course after expiration of the designated drop period.
- e. TXVSN Central Operations will issue an invoice to District at the end of each semester based on the conditions noted above; TXVSN will remit payment to UTPB at the end of each semester.

## **9. Human Resources Department, Data Privacy & Sharing Agreement**

The School District will collaborate with the University to ensure that all School District faculty applying to teach in the Academic Dual Credit/ECHS Programs meet the credential requirements, and 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.

- a) Any non-academic incidents or complaints against Dual Credit Faculty teaching a University course are required to be reported to the University's Office of Human Resources to the attention of the Director for investigation.
- b) The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) regulations as stated in the University's Policy on Sexual Harassment/Sexual Misconduct, and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the University's policy may be accessed on following link: <https://www.utpb.edu/life-at-utpb/campus-safety/sexual-harassmentsexual-misconduct/sh-sm-policy>

### **Title IX Statement:**

The University of Texas Permian Basin (the University) is committed to maintaining a learning and working environment that is free from discrimination based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act (SaVE Act), Violence Against Women Act (VAWA), and Clery Act. Sexual Misconduct, Retaliation, and other conduct prohibited under this Policy will not be tolerated and will be subject to disciplinary action.

The University will promptly discipline any individuals or organizations within its control who violate this Policy. The University encourages you to promptly report incidents that could constitute violations of this Policy to the Title IX Coordinator (as outlined in Section 3.1 of this Policy).

- c) The School District will designate a specific School District official that is certified as a Title IX Investigator/Coordinator to serve as the authorized liaison for The University of Texas Permian Basin Office of Human Resources. The School District official and the University's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.

## **10. Quality Control**

UTPB will monitor student academic performance and quality of instruction to assure compliance with the Texas Administrative Code Title 19, Part 1, Chapter 4.

## **11. Student Identification**

Dual credit students are eligible to receive a UTPB Student Identification Card and students who wish to obtain a UTPB Identification Card shall send an email to the UT System Police at [StudentID@utpb.edu](mailto:StudentID@utpb.edu), included information should be:

- \*Full name, address, and student ID number.
- \*A scanned image attachment of another photo-bearing official government ID (driver's license, passport, etc.) for verification in digital (JPEG) format.
- \*A scanned image attachment of a passport-quality photo (headshot with a plain background) in digital (JPEG) format.

District or student shall pay a fee of \$10.00 for the ID and will receive the ID in a prompt and timely manner.

## **12. UTPB Student Authentication Process**

UTPB registers students for online courses using a student information system and manages access through a centralized authentication system. The learning management system in which all online courses are hosted authenticates student user accounts and passwords to the UTPB centralized authentication system. To obtain access to online courses in the learning management system, students must establish their identity through a secure login and password. At least one additional student identification technique will be required within each course. This technique is determined and approved by the Provost/Academic VP. The District principal shall notify UTPB in the event a high school does not use photo IDs. UTPB will determine an alternative means of authentication. One additional method of student authentication using an approved photo ID must be clearly stated on the course syllabus minus webcams and may include the following:

- Proctored exams using an approved photo ID.
- Presentation of approved photo ID through a web cam and optional levels of proctoring during assessment.
- Field or clinical experiences using an approved photo ID.
- Synchronous or asynchronous video activities using an approved photo ID.
- Other technologies or procedures specified by faculty in their course syllabus.

- Public school designee/facilitators can proctor an exam identifying themselves to the instructor for testing environment criteria.
- UTPB emails are a secondary form of authentication.

Dual credit students may use District identifications. Approved photo identifications are: passports, government issued identification, driver's licenses, military ID from DoD.

### TEC 28.009

UTPB has aligned its goals with House Bill 1638 statewide goals as codified in Texas Education Code, Section 28.009 (b-1) and (b-2). These require the Texas Higher Education Coordinating Board (THECB), and Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit/ECHS programs in Texas.

UTPB offers dual credit courses to high school students in accordance with state, legislative, and regulatory requirements, as well as the SACSCOC.

UT Permian Basin offers a course equivalency crosswalk for equating high school courses with college courses. This crosswalk identifies the number of credits that may be earned for each course completed through the dual credit program.

While UTPB offers a variety of dual credit and early college access courses, most courses are part of the Texas Core Curriculum. Core courses are transferable to any public university or college in Texas.

All courses are 3 credit hours unless noted otherwise

* ART 1301: Art Appreciation	MATH 2412: Pre-Calculus {4 credit hours}
COMM 1315: Intro to Public Speaking	MATH 2413: Calculus I {4 credit hours}
CRIM 1301: Intro to Criminal Justice	*MUSC 1301: Jazz, Pop, Rock
ECON 2301: Intro to Macroeconomics	PLSC 2305: American National Politics
*ENGL 1301: Composition I	PLSC 2306: State and Local Politics
*ENGL 1302: Composition II	*PSYC 1301: Intro to Psychology
*ENGL 2322: British Literature to 1800	*SOCI 1301: Intro to Sociology
ENGL 2323: British Literature since 1800	SPAN 1411: Beginning Spanish I {4 credit hours}
*ENGL 2327: American Literature to 1865	SPAN 1412: Beginning Spanish II {4 credit hours}
ENGL 2328: American Literature since 1865	SPAN 2311: Second Year Spanish I
*HIST 1301: U.S. to 1877	SPAN 2312: Second Year Spanish II
*HIST 1302: U.S. since 1877	COSC 1335: Computers & Problem Solving
MATH 1314: College Algebra	COSC 1430: Intro to Computer Science
MATH 1324: Applications of Discrete Mathematics	COSC 2430: Intro to Computer Science II
MATH 1332: Contemporary Mathematics I	BIOL 1308: Biology for Non-Science Majors
BIOL 1108: Biology for Non-Science Majors Lab	

UTPB offers dual credit to Early College High School and high school students across the state of Texas. Our classes are taught by SACSCOC qualified university professors. UTPB ensures the quality and instructional rigor of the dual credit program's content, which meets,

SACSCOCs requirements. Course content and rigor are comparable with similar courses that are taught to traditional UTPB students.

UT Permian Basin Dual Credit goals are listed below.

**Goal 1:** UT Permian Basin and its school district partner will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- Measures of Implementation: Examples of items to include in documentation:
  - a. UT Permian Basin and its school district partner will host informational sessions for students and parents on dual credit opportunities, benefits, and cost.
  - b. UT Permian Basin and its school district partner's webpages will reflect the most current dual credit program information including enrollment and fee policies.
  - c. UT Permian Basin will host dual credit 101 sessions for high school counselors via webinar.
  - d. UT Permian Basin and its school district partner will collaborate on a marketing campaign.

**Goal 2:** The Dual credit program will assist high school students in the successful transition to and acceleration through postsecondary education.

**Goal 3:** All dual credit students will receive academic and college readiness advising with academic support services to bridge successfully into college course completion.

- Metric: Examples of items included in analysis:
  - e. Student enrollment in postsecondary after high school
  - f. Time to degree completion
  - g. Decrease in excess number of semester hours beyond required hours to degree completion
- Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.

**Goal 4:** The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

Metric: Award of credit and transcripts

- a) UTPB will award academic credit for courses that are listed in the core curriculum. These courses shall be evaluated in accordance with Texas Higher Education Coordinating Board and Texas Education Agency. They shall be at a more advanced and rigorous level than courses taught at the high school level.

- b) For all its programs, including those delivered through distance education, UTPB will identify expected student learning outcomes, assess the extent to which a course achieves these outcomes, and provide evidence of improvement based on analysis of the results. Additional items to be evaluated shall include but are not limited to: the effectiveness and efficiency of delivery systems, academic resources, student services, and access to faculty. Finally, students will evaluate courses delivered via distance education using the course evaluation procedures in effect for campus-based courses.

### **13. Schedule Changes**

Schedule changes that include additions, drops, and withdrawals will be processed based on established deadlines and must adhere to current policies and procedures.

### **14. Transcribing of Credit and Student Withdrawal**

A college grade shall be transcribed upon completion of the semester for the courses in which the student officially enrolled and will adhere to the current grading policy.

The school district agrees to evaluate the objectives to be achieved by students completing the UTPB dual credit courses and to transcribe the credit on the student's high school transcript accordingly.

Students may request transcripts at [www.getmytranscript.com](http://www.getmytranscript.com). The fee is \$7.00.

### **15. Grading Periods and Policies**

The university has adopted a policy that allow school facilitators observer access in Canvas. The account holder will have credentials and understand that all users of UTPB Information Resources are subject to having all such uses monitored and/or recorded by system personnel, and that anyone using UTPB Information Resources expressly consent to such monitoring and that the results of such monitoring may be provided to law enforcement personnel. Individuals will be able to follow the academic calendar for the grading periods and polices adopted by UTPB and school district.

### **16. Use of UTPB Email**

Use of UTPB email as primary email in distance education courses further protects student personal emails independent of their coursework and ensures the student enrolled in the online courses is using the email account assigned to that student by UTPB. University email will serve as second authentication method.

### **17. Privacy**

The Family Educational Rights Privacy Act (FERPA) guidelines will be followed for all students regardless of instructional environment. Submission of student work online creates an academic record that is subject to FERPA. Online posting of grades must not be viewable to other members of the online class. Exemplary works may be posted with individual student permission. Instructors must not compel online students to reveal private information to classmates. Private information includes full name, physical address, birth date, birth place, social security number, gender, race, color, marital status, religion, citizenship, immigration

status, physical image, information about family, or information a student considers too sensitive to share.

### **18. Data Sharing**

FERPA allows protected student data to be exchanged between the University and School District 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 School District, including records that the University disclosed. The University and the School District are expected to meet FERPA requirements to maintain the privacy of student data. The University will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide required data in a timely manner to our partners with a signed MOU.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the University. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the University shall not be shared outside the District without prior authorization from the University. The School District may request data outside of the scheduled report distribution schedule provided:

- An MOU has been executed and is active between the School District and the University
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

**PLEASE NOTE:** Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need. The School District may submit an e-mail request for reports to: [chavez\\_mi@utpb.edu](mailto:chavez_mi@utpb.edu)

### **19. Transportation**

UTPB assumes no obligation/responsibility for transportation of students to and from the UTPB campus.

### **20. Off-site Locations Southern Association of Colleges and Schools Commission (SACSCOC) Requirement**

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requires Universities to report all off-site locations in which dual credit students may earn at least 25% but less than 50% of credits toward a program, in-person or via distance learning, if courses are taken on high school property. This rule does not give the University the right to manage the classroom or technology in the classroom, nor does it imply that the University will



supply learning technology. However, high schools may be subject to a site visit during SACSOC reaffirmation processes that occur every five years.

## **21. Decision to Non-Renew MOU Agreement**

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) substantive change policy requires institutions to notify them of all off-campus instructional locations that require students (including dual credit and early high school students) to take courses in a place that is geographically apart and independent of the main campus location. Furthermore, institutions are required to have an approved teach-out plan that ensures equitable treatment of students when an off-campus instructional site closes. Because a decision not to renew an agreement between the University of Texas Permian Basin (UTPB) and a dual credit high school partner closes an off-campus location, the UTPB teach-out plan will ensure the University makes a good faith effort to assist affected students, faculty, administrative and support staff so that they experience minimal disruption in the pursuit of their course of study or professional careers.

If a decision is made not to renew an agreement between the University of Texas Permian Basin (UTPB) and a dual credit partner, the following proposed protections will occur:

This plan provides details regarding:

- a. administration and organization
- b. affected students
- c. maintenance of records and reports
- d. affected faculty and staff

### **Administration and Organization**

The Administration, Provost, Program Director, and faculty of the UTPB Dual Credit Program will continue to adhere to and remain accountable for ensuring affected students, faculty, and support staff experience minimal disruption in the pursuit of their course of study or professional careers.

The University administration will provide direct support and resources to the appointed Director of Dual Credit/Early College High School in fulfilling his/her responsibilities and duties until all affected students have completed their course work.

### **Affected Students**

The University has maintained and will continue to maintain open communication with all currently enrolled students.

A decision not to renew an agreement between UTPB and a dual credit partner prohibits students enrolled by that high school from taking dual credit courses from UTPB. In that case,

affected students will be notified by mail of the ending agreement and will be informed of their rights as follows:

1. Affected students are no longer eligible to take dual credit courses at the University
2. No additional charges/expenses will incur as a result of the ending agreement
3. Any earned credit will be recorded and remain on student transcripts
4. Affected students are entitled to a copy of their transcripts
5. All other affected student records will be kept on file following UTPB policy
6. Affected students have a right to appeal a grade
7. Grievance procedures still apply
8. Incomplete grades and ongoing agreements between the affected student and instructor will remain honored

Affected students will be notified that they can continue taking dual credit courses at UTPB if the stated agreement is renewed at a later time. Once they graduate from high school, they are eligible to apply to UTPB and complete their programs of study.

### **Maintenance of Records and Reports**

All current records will be maintained in a secure manner to prevent loss, destruction or unauthorized use. All records will be maintained for the required specified time and will remain accessible to those with a need for access (e.g., Program Director, Provost).

The University will also continue to maintain the records listed below in accordance with the required institutional education guidelines:

- a. University catalogs, programs of study, mission and goals, curriculum and course outlines
- b. Student/Faculty records
- c. Memoranda of agreements with affiliating agencies
- d. Strategic planning documents and program/course evaluation methods

### **Affected Faculty and Staff**

In the unlikely event that full-time faculty or staff are affected by the ending contract between UTPB and a dual credit partner, they will be notified in writing.

## **22. Amendment**

Any change to the terms of this MOU must be presented in written form and agreed upon by both UTPB and the school district at least 30 days before any term or provision may be changed.

## **23. 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

University President and School District Superintendent for review and action. Failure to correct non-compliance may result in termination of this agreement.

The University of Texas of the Permian Basin  
4901 E. University Blvd.  
Odessa, Texas 79761

By:

Cesario Valenzuela

Cesario Valenzuela (Nov 13, 2024 14:16 CST)

Cesario Valenzuela  
Senior Vice President of Business Affairs CFO  
UT Permian Basin

Date:

11/13/2024

Burnham Wood Charter School

By:

Joe E. Gonzales

Dr. Joe E. Gonzales  
Superintendent, Burnham Wood Charter School

Date:

11-12-24


# Burnham Wood Charter School 2024-2025 MOU signed

Final Audit Report

2024-11-13

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