

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

This Memorandum of Understanding ("MOU") is entered into by and between The University of Texas Permian Basin ("UTPB") and Randolph Field ISD, "Randolph Field ISD", 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 Programs at UTPB. This MOU is the agreement that encompasses all programs and initiatives under the Academic Dual Credit 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 Programs: "Randolph Field ISD" 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. 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.

- 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. 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

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 20, 2024 15:37 CST)

Date:

11/20/2024

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

Randolph Field ISD

By:

Brian Holt
Dr. Brian Holt
Superintendent, Randolph Field ISD

Date:

9/6/24



Randolph Field ISD 2024-2025 MOU signed

Final Audit Report

2024-11-20

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