

MEMORANDUM OF UNDERSTANDING AND ARTICULATION AGREEMENT**--CONTINUING EDUCATION CLASS OFFERINGS--****Ector County Independent School District (ECISD) AND Odessa College**

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

PURPOSE

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

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

ELIGIBLE COURSES

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

STUDENT ELIGIBILITY AND COURSE LOAD

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

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

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

STUDENT RESPONSIBILITY

Continuing education students must abide by both the Odessa College Code of Conduct and the Ector County Independent School District (ECISD) Code of Conduct. The Odessa College Code of Conduct may be found online at www.odessa.edu or <https://www.odessa.edu/current-students/student-handbook/index.html>.

LOCATION OF CLASS

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

COMPOSITION OF CLASS

Continuing education courses may include continuing education students only or a mix of continuing education students and non-continuing education students.

FACULTY SELECTION, SUPERVISION, EVALUATION, AND COMPENSATION

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

2. High school faculty who meet the SACSCOC credential requirements for teaching college courses may be considered to teach continuing education courses by Odessa College. SACSCOC qualified high school instructors will follow the same selection procedures used by the college to select faculty responsible for teaching courses at the college's main campus.

3. Odessa College shall supervise and evaluate continuing education instructors and courses using the same or comparable procedures and standards used for faculty on the College's main campus.
4. All Odessa College instructors including those teaching continuing education course are encouraged to adhere to the principals set forth in the college's award winning *Drop Rate Improvement Program* for establishing and maintaining high in-class retention levels and exceptional student success. This program was recognized by the Texas Higher Education Coordinating Board in 2012 with an Award of Excellence and in 2014 with the Star Award, the highest award given for improving education in the state of Texas.

COURSE CURRICULUM, TEXTBOOKS, INSTRUCTION, AND GRADING

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

ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

1. Academic policies applicable to courses taught at the College's main campus will also apply to continuing education courses.
2. Students in continuing education courses are eligible to use the same learning and support services that are afforded college students on the main campus including, but not limited to: advising, career

assessment and planning, tutoring, library services, the College Sports Center, Student Life leadership and Development opportunities.

3. Continuing education students will have access to the College Portal to access grades, unofficial transcripts, and to a college email account for official college communication.

TRANSCRIPTION OF CREDIT

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

FUNDING

1. Applicable state funding for continuing education courses shall be available to both the District and the College based on the relevant funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.

2. Odessa College tuition and fees for continuing education course shall be paid by the student to the college unless paid for by a third party, including the District.

3. Continuing Education tuition and fees are subject to change in accordance with Odessa College Board policy, Accrediting & Testing Organizations, and the State of Texas Department of Health and Human Services.

	CNA	Dental Assisting	Comments
Tuition	\$9,000.00	\$9,000.00	This cost is per semester covered by the school. Includes the \$125 Texas Nurse Aide Exam fee for the CNA program and \$120 AMT Registered Dental Assistant (RDA) Exam fee for the Dental Assisting program.
Complio	\$95.00	\$95.00	The school will be invoiced the cost per student. American DataBank COMPLIO account includes Document Tracking, Background Check, and Drug Screen.
CPR	\$45.00	\$45.00	<i>Odessa College will provide a BLS CPR course for each student for the 2020-2021 academic year.</i>
Book(s)	\$52.00	\$130.00	<i>A classroom set of textbook(s) will be provided by Odessa College available to the ISD for students to check out and return.</i>

RIGHT OF FIRST REFUSAL

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

If Odessa College is unable or unwilling to fulfill the District’s desire for additional continuing education services, courses, and/or programs in a reasonable period of time that is consistent with the nature of the District’s request, then the District is free (after the lapse of such reasonable time) to seek such support from any other college or university able to provide that support.

TERM AND MODIFICATION AGREEMENT

1. This agreement may only be modified in writing by the Ector County Independent School District (ECISD) Representative and the Associate Dean of Continuing Education or their designees at least thirty (30) days in advance of such modification.
2. This agreement shall become effective on the date the last party executes the Agreement and shall remain in effect for the 2020-2021 Academic Year.
3. This agreement may be terminated upon sixty (60) days’ written notice by either party provided that the effective termination date does not fall within an active Continuing Education class term. The parties to this condition on the understanding that to terminate the agreement within an active class term could negatively impact student learning and outcomes.

Representative

_____ ISD

Date



Louis Gonzales
Associate Dean of Continuing Education
Odessa College

9-29-20

Date

