MEMORANDUM OF UNDERSTANDING AND ARTICULATION AGREEMENT

Between
The
University of Texas of the Permian Basin
And
The
Ector County Independent School District

2011-2012

The University of Texas of the Permian Basin and The Ector County Independent School District, hereby voluntarily enter into this articulation agreement effective upon signing for ECISD students who qualify and wish to enroll in Dual Credit Courses through UTPB while attending secondary school as provided in the Texas Education Code and the rules and regulations of the Texas Higher Education Coordinating Board and State Board of Education.

Dual credit is defined under the Texas Higher Education Coordinating Board as a process by which a high school student enrolls in a college course and receives simultaneous academic credit for the course from both the college and the high school. While dual credit courses are often taught on the secondary school campus to high school students only, applicable sections of these rules, §4.84(a) and §4.85(a), (b), (g), (h), (i) of this title (relating to Dual Credit Partnerships), also apply when a high school student takes a course on the college campus and receives both high school and college credit. Dual credit is also referred to as concurrent course credit; the terms are equivalent. However, dual (or concurrent) enrollment refers to a circumstance in which a student is enrolled in more than one educational institution (including a high school and a college).

The purpose of this agreement is to:

- 1. Encourage students who are attending Ector County ISD secondary schools to further their careers by enrolling at the University of Texas of the Permian Basin.
- 2. Eliminate repetition and unnecessary duplication of academic experiences already acquired while enrolled in their secondary school program and aid in a more appropriate placement in an undergraduate curriculum of their choice.
- 3. Encourage increased dialogue between administrators, staff and teaching faculty of both institutions in order to promote academic and occupational awareness, information exchange, and the understanding of working with the spirit of House Bill One and "Closing the Gaps" P-16 Initiative.

Eligible Courses:

UT Permian Basin courses offered for dual credit must be in the approved undergraduate course inventory of the university.

Remedial and developmental courses may not be taken for dual credit.

Students will be limited to a maximum of six semester credit hours of dual credit courses per semester.

Student Eligibility:

To take dual credit courses an ECISD student must be in the eleventh and/or twelfth grade and the student:

- (A) completes the UT Permian Basin application process and be following the Texas Recommended or Distinguished Program;
 - i. Be in the 1st quarter of the graduating class OR 2nd quarter of the graduating class with one of the following standardized test scores—SAT (CR+M) of 900 or higher; ACT of 19 or higher; PSAT of 90 or higher; or PLAN (PACT) of 19 or higher;
 - ii. AND demonstrate college readiness by meeting the Texas Success Initiative (TSI) exemption or exam minimum score requirement in all three TSI areas—Mathematics, Reading, and Writing.

Students taking UTPB mathematics or science courses must meet satisfactory scores on the "College Level Mathematics" Section of the ACCUPLACER, COMPASS, or ASSET exams. The Scores are greater than those needed for TSI and vary by course.

- (B) demonstrates that he or she is exempt under the provisions of the Texas Success Initiative as set forth §4.54 of this title (relating to Exemptions/Exceptions).
- (C) Met the Texas Success Initiative standards and taken the appropriate UT Permian Basin placement test.

Location of Class:

Dual credit courses may be taught on the UT Permian Basin campus or on the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, public colleges shall comply with applicable rules and procedures for offering courses at a distance of the Texas Higher Education Coordinating Board. In addition, dual credit courses taught electronically shall comply with the Coordinating Board's adopted Principles of Good Practice for Courses Offered Electronically.

Composition of Class:

Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course

Faculty Selection, Supervision, and Evaluation:

- (1) The UT Permian Basin shall provide it's own instructors of dual credit courses. These instructors must be regularly employed faculty members of the UTPB or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools).
- (2) UTPB shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the college.
- (3) UTPB shall be responsible for determining and providing the compensation for instructors teaching the courses.

Course Curriculum, Instruction, and Grading:

UT Permian Basin shall ensure that a dual credit course and the corresponding course offered at its campus are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation.

The UTPB recognizes that certain of the District's students participating in these classes are also participating in UIL sanctioned activities. Accordingly, the university and all instructor's will work with the District to ensure that numerical grades are timely provided to the District for reporting to the UIL in connection with the UIL academic requirements. The parties acknowledge that certain reports may be due at a time when no college work has been performed by the student. Since the UIL holds ineligible any student who receives a grade of 65 at the end of any grading period, the university and its instructors agree that under those limited circumstances the numerical grade shall be reported as a 65 or above for UIL purposes, but at all other times after work is actually performed, then the student shall receive his or her actual numerical grade. The first three weeks can be a pass or fail, but every three weeks thereafter need to be a numerical grade. These grades will be sent to the high school accordingly.

Academic Policies and Student Support Services:

Dual credit courses are conducted under UT Permian Basin's regular academic policies applicable to courses taught on its campus or other locations. Students in dual credit courses are eligible to utilize the same support services that are afforded to other UTPB students including library services, computer services, academic support programs, and student affairs programs.

The UT Permian Basin Registrar shall provide to the principal of a dual credit student's school the grades earned in dual credit courses.

Transcripting of Credit:

For dual credit courses, high school as well as college credit should be transcripted immediately upon a student's completion of the performance required in the course.

Funding:

(1) The 82nd Texas Legislature changed funding for students taking online courses through the Texas Virtual School Network (TxVSN). A student enrolled in a course offered through the TxVSN enables the district to earn funding under Texas Education Code Chapter 42 in the same manner as a student who is enrolled in a traditional classroom setting.

TxVSN will continue to ensure quality online Dual Credit courses for Texas students; however districts and open enrollment charter schools will be responsible for the course cost beginning with fall 2011. Schools may use a variety of sources of funds, such as Foundation School Program (FSP) funds, the Instructional Materials Allotment (IMA), applicable state and federal program and grant funds, local funds, etc.

(2)Payment to "provider districts" from "receiver districts" for TxVSN online dual credit courses will be made from individual "receiver" school districts. The Ector County ISD will pay \$200.00 per student it registers through TxVSN on the UTPB census day determined by the Texas Higher Education Coordinating Board. UTPB will invoice the school district within 30 days of the "census" day of each semester. An invoice listing all enrollments in all subject areas from UTPB will be included. The school district will have up 15 business days to appeal any registrations for that semester. Should it be found the student is actively enrolled in the course without the sponsorship of the school district, the liability for the student's enrollment will be credited and the student will be billed directly for tuition and fees.

Source Note: The provisions of this §4.85 adopted to be effective May 27, 2003, 28 TexReg 4114; amended to be effective December 3, 2003, 28 TexReg 10754; amended to be effective February 26, 2004, 29 TexReg 1659; amended to be effective May 25, 2004, 29 TexReg 5058; amended to be effective December 19, 2004, 29 TexReg 11591; amended to be effective May 14, 2007, 32 TexReg 2637

Other Provisions:

The University of Texas of the Permian Basin will make available to students a description of all college level courses that are offered through an articulation agreement and identify when these courses will be available throughout the school year.

The Ector County Independent School District and the University of Texas of the Permian Basin will identify and publicize this opportunity in an appropriate manner for all potentially eligible students.

The Ector County Independent School District agrees each year to routinely coordinate and review the course syllabus with the appropriate University of Texas of the Permian Basin representative.

All parties understand that any changes made in the course syllabus, in instructional contact, or in instructional equipment or laboratory experiences afforded to the student need to have approval of the respective UTPB Dean.

This agreement will become effective upon approval by The Ector County Independent School District and The University of Texas of the Permian Basin for all students who complete the course(s) during academic year 2010-2011 and thereafter. The agreement will continue on an annual basis until one of the parties shall notify the other of its termination. Articulation agreements, however, are not retroactive prior to specified period.

Either party may cancel this articulation agreement by submitting a written letter at least 60 days prior to the effective date of the cancellation. In a case where an articulation agreement exists and no students from the secondary school have enrolled at UTPB for a period of at least two years, the articulation agreement will be reviewed and may be cancelled.

Ector County Independent School District Superintendent-Ector County Independent School District	University of Texas of the Permian Basin
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1 2 1	President- University of Texas of the Permian Basin
Hector Mendez	Dr. David Watts
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Date	Date