



McMurry Dual Credit Academy

United Independent School District and McMurry University

INTRODUCTION

McMurry University (“McMurry”), located at 1 McMurry University #278, Abilene, Texas 79697 and United ISD agree to partner to deliver face to face or online dual credit courses through the McMurry Dual Credit Academy for United ISD students.

OVERVIEW:

The McMurry Dual Credit Academy (DCA) seeks to provide college level courses in either a face to face or flexible online delivery method for high school students. Face to face courses are delivered at the high school campus by qualified United ISD instructors approved by McMurry University. For online courses, DCA utilizes TEL education courses offered via the TEL education LMS platform to provide a robust offering of online courses to high school students and homeschool students. DCA courses are affordable at \$200 for a 3-hour course and \$300 for a 4-hour course. Additionally, DCA courses do not require course enrollment minimums for high school partners. The inherent flexibility and affordability of the McMurry DCA provides school districts, private high schools, and homeschools with opportunity to expand their curriculum to students.

1. Purpose of MOU. The purpose of this MOU is to establish the roles and responsibilities of McMurry University in providing dual credit courses United ISD students.

2. Courses and Course Delivery

Courses – McMurry University partners and contracts with TEL Education to deliver online dual credit courses. TEL Education courses have been vetted and reviewed for quality and alignment with McMurry University’s comparable courses. Face to face courses taught by approved United ISD instructors will be vetted and reviewed by McMurry University. Courses offered for Dual Credit meet the highest standards of McMurry’s faculty review.

Course Delivery - All TEL Education courses and courses offered through the DCA are delivered in an online medium. Face-to-face courses can be delivered on the high school campus. All face-to-face courses require a qualified instructor on campus approved by McMurry University.

Course Schedules – DCA course schedules will be posted to the McMurry University Dual Credit Academy pages prior to registration for the following semester. The TEL Education catalog is continually growing and future courses may be added to the DCA course schedule at the discretion of McMurry University. The high school may allow eligible students approved for admission to enroll in any course offered through the DCA.

District Instructor Stipend- Approved United ISD instructors teaching a face to face McMurry course will receive a stipend paid for by McMurry University.

3. Academic Policies and Procedures

Academic Instructional Calendar – Dual Credit Academy courses will follow McMurry University’s academic calendar.



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Books and Supplemental Materials – Required materials will be included in the course fee for online and face to face courses.

Application Procedure – Students who wish to enroll in DCA courses must first complete the undergraduate DCA application process and be admitted to the university as a DCA student.

The DCA student application consists of an undergraduate application, high school transcript, and an endorsement from a high school education professional. McMurry University relies upon the high school professions to qualify students for DCA courses. While McMurry will review a student's high school GPA for admission, the high school may wish to impose additional standards to qualify students for DCA courses.

- a. Students must complete a free undergraduate application at apply.mcm.edu/apply prior to their intended start term. On the application students must select Dual Credit/Concurrent Enrollment as their intended student type.
- b. A current high school transcript is required. Students may upload their transcript to their application portal, an endorsing high school administrator can upload a transcript copy on the student's behalf on the automated endorsement form, or a copy can be emailed to dualcredit@mcm.edu. Unofficial transcripts may be used for DCA admission but official transcripts are preferred. If unofficial transcripts are used for admission, an official transcript must be received by the start of the semester in which a student begins courses.
- c. An electronic endorsement form will be emailed to the listed administrator or counselor on the student's DCA undergraduate application. Appropriate high school personnel may endorse students using this electronic form or can append a preferred recommendation letter to the form.

Students are responsible for completing the DCA application process in a timely manner prior to the start of the semester. Incomplete applications will not be reviewed by the university for admission and students not admitted will not be permitted to enroll in courses.

Admission Standards and Student Eligibility

Completed applications will be reviewed on a rolling basis for admission. Admission criteria for DCA students is articulated in the University Catalog. It is recommended admissible students will have an unweighted 3.0 high school GPA on a 4.0 scale and an endorsement from their high school administrator or counselor to enroll in DCA courses.

Students must be classified as a high school freshman, sophomore, junior or senior to enroll in DCA courses.

Registration – Students approved for admission must submit a registration request form in their application portal each semester. Any student who does not complete this form prior to the start of the semester will not be enrolled in courses. Upon receiving the form, the McMurry University Admission Office will provide TEL Education with the information and the student will be enrolled in DCA courses for courses taken online.



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McMurry will rely on the student to select the classes he or she will be enrolling in. We recommend students meet with a school counselor or administrator before selecting courses, but the courses selected by the student on the registration request form will be the courses in which he or she is enrolled. A list of students and their classes will be sent to a school administrator prior to the start of each semester.

Course Load – Students may enroll in up to 12 hours per long semester and 12 hours in total for all summer semesters.

Academic Standards – Students must meet the academic standards for coursework at the University as defined by the university catalog.

Academic Policies and Information - McMurry University catalog articulates academic policies regarding academic probation and suspension, grade appeals, adding and dropping courses, and withdrawal processes. These academic policies apply to and inform DCA students.

4. Tuition, Fees, and Billing

Tuition – The current flat-rate fees for DCA courses are \$200 per three credit hour course and \$300 per four credit hour course. Course materials are included in the course fee for online DCA courses.

Fees – No additional fees are assessed for DCA students.

Billing – Students will be billed for DCA tuition unless alternate arrangements have been made by the school district and McMurry University. All student bills must be paid before a student may receive a college transcript. Registration holds may be placed on student accounts with unpaid balances to prevent subsequent registration until the student is in good financial standing with the university.

5. Communication and Data Sharing

All communication regarding dual credit should be directed to dualcredit@mcm.edu.

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without the consent of either the parents or the student under 34 CFR § 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 College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

United ISD personnel will be granted access to McMurry's application portal to verify and endorse eligible students. Additionally, district staff will be granted access to McMurry's LMS to monitor student progress, attendance and obtain numerical grades.



Data Type by Institution

Table with 2 columns: THE DISTRICT Data and McMurry Data. Lists data types such as Campus Name, Student Name and DOB, Student high school ID number, Qualifying GPA, Class rosters, Numerical Grades, and McMurry GPA and credit hours earned.

6. MOU – The memorandum of understanding (MOU) remains in effect until any changes are deemed necessary. The university or school district may request changes to the MOU at any point by submitting a written amendment request to the appropriate organization representative.

Additional Agreement Provisions

1. General Provisions and Definitions for Agreement

Assignability: Neither Party may assign its rights or duties under this Agreement without the prior written consent of the other Parties.

Notice: Any notice, demand, or communication required, permitted, or desired to be given under this Agreement, shall be deemed effectively given when delivered personally, sent by telecopy, or mailed by prepaid Certified Mail, return receipt requested, addressed to the Party at the following addresses:

McM: Grant Greenwood
Vice President for Enrollment
McMurry University
1 McMurry University #278
Abilene, TX 79697
325-793-4785
greenwood.grant@mcm.edu

UISD: Rebecca Morales
Assistant Superintendent
United ISD
201 Lindenwood
Laredo, Texas 78041
956-473-6201
rmorales@uisd.net

Enforceability: Should any provision of this Agreement be held invalid or unconstitutional by a government body or court of competent jurisdiction, that holding shall not diminish the validity of any other provision of this Agreement.

Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas. Venue for any dispute arising out of this Agreement against McMurry, shall be in Taylor County, Texas. Venue for any dispute arising out of this Agreement against United ISD, shall be in Webb County, Texas.



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Compliance with Laws: The parties will comply with all applicable federal, state, and local laws, rules and regulations in performing their obligations hereunder, including, but not limited to, complying with all applicable requirements of any accreditation authority. All activities relating to this Agreement shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including, but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

Construction: Common nouns and pronouns and all other terms shall be deemed to refer to the masculine, feminine, neuter, and singular and/or plural, as the identity of the person or persons, firm, or association may in the context require.

Binding Effect: The provisions of this Agreement shall inure to the benefit of, and shall be binding upon the heirs, personal representatives, successors, assigns, estates, and legatees of each of the parties.

Multiple Copies: This Agreement and its Amendments, if any, shall be in writing and may be executed in multiple copies. Each multiple copy, if any shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

Waiver of Breach: The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision.

Force Majeure: Each party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

Entire Agreement: This Agreement constitutes the Entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous or contemporaneous agreements, understandings, or negotiations between the parties.

Prompt Payment Act: Notwithstanding any other language in this Agreement, Payment shall be made in accordance with Chapter 2251 of the Texas Government Code which shall govern remittance of payment and remedies for late payment and non-payment.

Public Information Act: Notwithstanding anything in this Agreement to the contrary, nothing herein may be construed as a limitation on UISD's obligations under the Texas Public Information Act, Texas Government Code 552, and no disclosure of materials as required by the Act shall constitute a breach of this Agreement. In the event UISD receives a request for materials identified and marked by McMurry as confidential, copyrighted, trade secrets or proprietary, UISD shall promptly notify McMurry of the request and shall permit McMurry to submit to the Texas Attorney General reasons why the materials should not be released pursuant to Texas Government Code 553.305. UISD shall not be required to submit reasons why the materials should not be released, or to incur any expense in resisting the release of the materials.



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No Waiver of Immunity: UISD is a political subdivision of the state of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. No provision of this Agreement shall waive UISD's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101 or under any other law, regulation or constitutional provision.

Dispute Resolution: The parties will attempt in good faith to resolve any controversy or dispute arising out of or relating to this Agreement. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. In the event the parties are unable to agree to a date for the mediation or the identity of the mediator(s) within thirty days following the date of the request for mediation, all conditions precedent in this section shall be deemed to have occurred.

No Third-Party Beneficiaries: This Agreement, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

2. Provisions for Agreement Implementation, Maintenance and Revision:

The Vice President for Enrollment at McMurry University and the Dual Credit designee United ISD will;

- a. Designate a contact person at each institution to oversee implementation of this Agreement.

3. Provisions For Agreement Initiation Renewal and Termination:

This MOA shall begin on the date of last signature. Either party may terminate this Agreement upon 180 days advance notice, in writing, to the other party. In the event this MOA is terminated, both institutions agree to make completion provisions for individual students participating in the program at the time of termination.

This Agreement shall not be modified or amended, except in a written instrument executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals effective as of the date and year first above written.

McMurry University

United ISD

Grant Greenwood, Vice-President for Enrollment

Rebecca Morales, Assistant Superintendent

Date Signed

Date Signed