

**DUAL CREDIT MEMORANDUM OF UNDERSTANDING  
MIDLAND COLLEGE & TRINITY SCHOOL OF MIDLAND  
2024/2025 Academic Year**

The purpose of this Dual Credit Memorandum of Understanding between Midland College (herein referred to as “the College”) and Trinity School of Midland (herein referred to as “the Dual Credit Partner”) is to outline how eligible students earn credit for college and high school courses by completing college curriculum. Dual credit enrollment utilizes education, training, and career exploration to enable students to build academic and technical skills, acquire industry credentials, enter a profession, and advance in higher education.

The Texas Higher Education Coordinating Board (THECB) establishes authority and rules<sup>1</sup> that apply to all public institutions of higher education in Texas governing memoranda of understanding between secondary schools and Texas public colleges. In keeping with these rules, the College and the Dual Credit Partner hereby agree to the following:

**I. Eligible Courses**

To be offered for dual credit, courses must meet the following requirements:

- a. The course must be a college-level academic course in the current edition of the [Lower Division Academic Course Guide Manual \(ACGM\)](#)<sup>2</sup> adopted by the Texas Higher Education Coordinating Board (THECB) or the course must be a college-level workforce education courses in the current edition of the [Workforce Education Course Manual \(WECM\)](#)<sup>3</sup> adopted by THECB; and
- b. The course must be in the [Midland College Core Curriculum](#)<sup>4</sup>; or
- c. The course must be a career and technical education course; or
- d. The course must be a foreign language course;
- e. The course must be offered as part of an early college program that satisfies specific degree plan requirements leading to the completion of a THECB approved certificate, Associate of Arts, Associate of Science, Associate of Applied Science, Field of Study Curriculum (FOSC), or Program of Study Curriculum (POSC).

Additionally, to be offered for dual credit, the College course must be crosswalked against a high school course. Crosswalking of courses and revisions to such crosswalks will occur in an ongoing basis. Accordingly, the crosswalks identified in this document in Section XII and elsewhere are exemplary, not exhaustive.

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<sup>1</sup> Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 54.85

<sup>2</sup> <http://reports.thecb.state.tx.us/approot/acgm/acgmguide.htm>

<sup>3</sup> <http://reports.thecb.state.tx.us/approot/wecm/pubreports.htm>

<sup>4</sup> [http://catalog.midland.edu/preview\\_program.php?catoid=18&poid=2420](http://catalog.midland.edu/preview_program.php?catoid=18&poid=2420)

II. **Student Eligibility**

To participate in dual credit, students must meet eligibility in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85<sup>5</sup>](#).

III. **Location of Classes**

Subject to the availability of academic resources, dual credit courses may be taught on the College campus, on the Dual Credit Partner campus, or online.

IV. **Student Composition of Classes**

Courses may be composed of dual credit students only or a mix of dual credit and traditional college students.

V. **Faculty Selection, Supervision, and Evaluation**

The College shall select instructors of dual credit courses. These instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by the College to select faculty responsible for teaching courses at the main campus of the College.

The College 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.

VI. **Course Curriculum, Instruction, and Grading**

The College shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to curriculum, materials, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

The College content experts will work with Dual Credit Partner content experts to crosswalk the course learning outcomes and to ensure the College course learning outcomes meet or exceed the corresponding course learning outcomes mandated by the Dual Credit Partner's accrediting entity.

The College will select all textbooks and instructional materials required for dual credit course offerings. College course syllabi and textbooks must be

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<sup>5</sup>[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pq=1&p\\_tac=&ti=19&pt=1&ch=4&rl=85](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pq=1&p_tac=&ti=19&pt=1&ch=4&rl=85)

used in dual credit courses with grades regularly recorded in the College's learning management system, Canvas.

## VII. Academic Policies and Student Support Services

In addition to the policies and standards of the Dual Credit Partner, Dual Credit students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's [Student Handbook](#).

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Dual Credit students have access to academic advising through the Dual Credit Service Center<sup>6</sup>.
- b. Dual Credit students have access to [accommodations for students with disabilities](#)<sup>7</sup>.
- c. Dual Credit students have access to learning supports such as:
  - i. [The Fasken Learning Resource Center \(LRC\)](#)<sup>8</sup> and the digital learning and research materials it provides.
  - ii. [Online Tutoring through nettutor](#)<sup>9</sup>.
  - iii. Dual Credit Completion Coaches assigned to Dual Credit sections offered online.
- d. Dual Credit students have access to academic achievement programs (e.g., Honors Program).

A student enrolled in dual credit courses at an institution of higher education shall file a degree plan with the institution as prescribe by §4.344 of this chapter.

## VIII. Transcripting of Credit

The College and Dual Credit Partner will transcribe grades immediately upon a student's completion of the dual credit course.

## IX. Funding

State funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (TEC 42.005(g)) and THECB (TEC 61.059 (p) and (q)).

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<sup>6</sup> [dualcredit@midland.edu](mailto:dualcredit@midland.edu); (432) 681-6341

<sup>7</sup> <https://www.midland.edu/services-resources/accommodation-services.php>

<sup>8</sup> <https://www.midland.edu/services-resources/library/index.php>

<sup>9</sup> <https://www.midland.edu/services-resources/labs-tutoring/dl-online-tutoring.php>

the advising of dual credit students to ensure maximum transferability of courses and completion of programs.

- d. Goal 4: *The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.*
  - i. The College will provide professional development to Dual Credit Partner faculty who have been credentialed through the College (a/k/a “Embedded Faculty”) to teach dual credit courses.

## XII. Data Sharing

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and the Dual Credit Partner for students that are concurrently enrolled without the consent of either the parents or the student. If the student is under 18, parents still retain the right under FERPA to inspect and review any education records maintained by the Dual Credit Partner, including records disclosed to the Dual Credit Partner by the College.

As required by law, the College and the Dual Credit Partner shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. code 552.001 et. Seq.) While in possess of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the dual credit program will be granted access as required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and the Dual Credit Partner shall maintain the confidentiality of any and all student data exchanged pursuant to this agreement. The confidentiality requirements under this paragraph shall survive the termination or expiration of the agreement or any subsequent agreement intended to supersede this agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this agreement, the College and the Dual Credit Partner shall establish a system of safeguards that shall, at a minimum, do the following:

- a. The College and the Dual Credit Partner shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by

contract to all subcontractors used by the College and the Dual Credit Partner.

- b. The College and the Dual Credit Partner employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain the confidentiality of all student and staff related personally identifiable information.
- c. The College and the Dual Credit Partner shall develop and implement procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and the Dual Credit Partner shall develop and implement procedures and systems to process, store, or transmit data provided under this agreement that ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal laws and Texas state laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this agreement.
- e. The College shall return to the Dual Credit Partner all data or any portions thereof requested by the Dual Credit Partner, or, at the Dual Credit Partner's election, the College shall destroy all or any part of the Dual Credit Partner's data that is within the possession or control of the College and shall, upon request of the Dual Credit Partner, provide certification of such destruction. The Dual Credit Partner shall return to the College all data or any portions thereof requested by the College, or, at the College's election, the Dual Credit Partner shall destroy all or any part of the College's data that is within the possession or control of the Dual Credit Partner and shall, upon request by the College, provide certification of such destruction.
- f. The College shall obtain permission from the Dual Credit Partner prior to publications or disclosure of relevant data, or other uses not outlined in this agreement. The Dual Credit Partner shall obtain permission from the College prior to publications or disclosure of relevant data or other uses not outlined in this agreement.

### XIII. **Defined Course Sequences**

Please refer to the Midland College website.

On Behalf of Midland College:

On Behalf of Trinity School of Midland:

Dana

12/14/2024  
President, Midland College  
Midland

Head of School, Trinity School of

Sheryl S. Stimmer

Date

Date