



## Cisco College

### Agreement to Provide Instructional Services for Dual Credit Courses

**Academic Years: 2021-2022, 2022-2023, 2023-2024**

Merkel Independent School District, located at South 3<sup>rd</sup> & Ash, Merkel, Texas 79536 ("MISD") and Cisco College, located at 101 College Heights, Cisco, Texas 76437 ("Cisco") agree to articulate for the purpose of providing dual credit courses for MISD students. All communications regarding teaching requirements, schedule changes, instructional problems, or any other issues related to this agreement will be channeled through Cisco's Director of Dual Credit Programs and the designated dual credit contact for MISD.

**1. Nature of the Agreement.** This is an Agreement for Cisco to deliver quality, rigorous courses for college-level credit and that satisfy appropriate high school competencies to the students of MISD. The agreement also seeks to fulfill statewide dual credit goals for outreach, successful transition, student advising and support. Due to the nature of this agreement, both Cisco and MISD will be required to meet certain terms and conditions to ensure successful delivery of instruction. This agreement will be posted to the Cisco College and MISD websites.

#### **2. Cisco College**

**2.1. Professors** – Cisco will provide qualified, appropriately credentialed professors to conduct dual credit classes as agreed upon by Cisco and MISD. MISD personnel who meet Cisco credentialing requirements may be approved as adjunct professors. These individuals must go through the adjunct hiring process and submit all documents required by Cisco in order to be approved by the appropriate Cisco division chair and listed as the Instructor of Record for a course.

**2.2. Instructional Format & Location Course** – Classes may be taught at the MISD campus on a mutually agreeable schedule. The preferred method of instructional delivery will be through on-campus faculty. However, depending on the availability of qualified professors and number of students served, Cisco may opt to deliver instruction via traditional classroom format, web-based LMS courses, interactive TV (ITV), or a blend of instructional formats (hybrid).

**2.3. Registration** – Cisco will provide registration services for students to enroll in dual credit courses delivered by Cisco.

**2.4. Advising** – Cisco College will provide core curriculum and A.A. / A.S. degree plans to help MISD students identify and request appropriate dual credit courses and track semester credit hour accumulation.

**2.5. Grade Recording** – Cisco will provide college transcription of each student's grades. The professor will report student grades to Cisco in accordance to Cisco grade reporting policy and schedule. It is recognized that grade reporting may vary between the college and high school in terms of format and specificity.

**2.6. Curriculum and Learning Objectives** – Dual credit course curriculum will consist of college-level content and subject matter rigor. The Cisco professor will provide a course syllabus that explains the course requirements to MISD and to students. The Cisco professor will provide subject matter instruction that aligns with learning objectives defined by the Texas Higher Education Coordinating Board. The professor may also be responsible for incorporating the appropriate high school state-mandated education learning objectives into the course material. The high school must provide this material for the professor prior to the first day of class.

**2.7. Textbooks & Course Resources** – Course syllabi will contain required textbook information and ISBN numbers. Course textbooks will be available to MISD students at the Cisco College Bookstore. Textbooks purchased through the Cisco Bookstore will be eligible for buy-back under the same regulation provided to non-dual credit students at the end of each semester. Courses may require students to purchase and/or utilize electronic resources. Dual credit courses must use textbooks selected by Cisco.

**2.8. Class Schedule** – The class schedule will be prepared and agreed upon by Cisco and MISD on a semester basis. Classes must fulfill semester contact hour requirements consistent with the same courses taught on the Cisco campus.



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2.9. Composition of Dual Credit Classes – Dual credit courses may be composed only of students taking the class for college credit.

2.10 Course Facilities, Equipment & Access – Cisco will ensure that dual credit students will have access to appropriate facilities and equipment to complete the dual credit courses.

2.11. Professor Evaluation – Cisco shall supervise and evaluate professors of dual credit courses using the same or comparable procedures used for faculty at Cisco. Evaluations may include announced or unannounced classroom observation, and may require professors to submit course assignments, assessments, and/or grades to the Cisco division chair.

2.12. Academic Policies and Student Services –All academic policies applicable to courses taught at Cisco apply to dual credit courses. These policies include the academic calendar, student grievance process, admissions policies, grade policy, attendance policy, drop policy, student privacy policy, and student conduct policy. Students in dual credit courses are eligible to utilize the same support services provided to all Cisco students, including the library, tutoring services, the writing center, distance education support, and counseling. Students in dual credit courses have access to college policies in the college catalog and student handbook.

**3. Merkel Independent School District**

3.1. Student Qualifications – MISD will pre-approve students for taking dual credit courses and ensure that each student meets the requirements as defined in the Texas Administrative Code for Education (Part 1, Chapter 4, Subchapter D, Rule 4.85). If necessary, written approval by the high school principal and Cisco's Chief Academic Officer may be required for a student to enroll in a dual credit class. Each student must also meet the Cisco admissions requirements and course prerequisites prior to the first day of classes.

3.2. High School Course Crosswalk – MISD will provide a crosswalk that identifies the high school course and number of credits that may be earned from MISD for each college-level course requested from Cisco College.

3.3. Advising – MISD will assist students in aligning dual credit courses and/or the Cisco College core curriculum and degree plans with the students' intended undergraduate major or program. MISD counselors and students may contact Cisco College counselors for advising support. MISD will inform students of the availability and purpose of the Cisco College Catalog.

3.4. Grade Recording – MISD will provide high school transcription for each student's grades.

3.5 Classroom, Equipment, & Course Access – MISD will provide a suitable classroom environment, including supplies and equipment necessary and appropriate for the subject matter being taught, for classes delivered at the high school. MISD will provide ITV facilities for ITV classes. MISD will verify reliable computer and internet access for students taking dual credit courses.

3.6. School District Supplied Personnel Teaching as Cisco Adjunct Professors – School district personnel delivering Cisco courses as adjunct professors will meet all credentialing requirements, course requirements, and adhere to course, exam, and grade schedules set forth by Cisco.

3.7. ITV Facilitator – MISD will also provide a qualified facilitator to supervise the classroom, oversee the operation of equipment and ensure connection with the professor site, assist students as necessary, and administer exams and written assignments.

3.8. Semester Credit Hour Load – MISD will advise students regarding the workload required for a college-level course in relation to time and travel commitments for extracurricular activities. 1 SCH represents 1 hour of in-class time which may be fulfilled in-person or via LMS and 2 hours of out-of-class work. A student can expect to fulfill 3 in-class hours and up to 6 out-of-class hours per week for each 3 credit hour college-level class.



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3.9. **Waivers** – Any dual credit course requiring a waiver must have this completed waiver in place prior to a student’s enrollment in the course. Students must read and sign any required waiver. If the student is a minor, the parent or legal guardian of the student must also review and sign the waiver.

**4. Payment Terms**

4.1. **Professor Compensation** – Full-time Cisco professors are employees of Cisco and will be compensated according to the Cisco employee compensation policy. MISD teachers who are qualified to teach dual credit courses will be approved as adjunct professors for Cisco and will be compensated according to the current Cisco adjunct compensation policy.

**5. Students**

5.1. **Policy Compliance** – Students will comply with all enrollment, academic, and financial policies and any other course related policy requirements by Cisco or MISD.

5.2. **Course Participation** – Students will be responsible for in-class participation and out-of-class preparation as required for the college course. Students who must be absent for any reason are responsible for communicating with the professor and for completing make-up work per course policies.

5.3. **Tuition and Fees** – The current rate for tuition and fees charged to the students by Cisco for courses where the course content is received by the student on the MISD campus is \$204 per three credit hour class and \$272 per four credit hour class.

5.4. **Payments** – Students will be billed for dual credit tuition unless alternate arrangements have been made by MISD and attached to this agreement. MISD will provide a description of funding sources including tuition, transportation, required fees, and textbooks. As with any college credit course, all student bills must be paid before a student may receive a college transcript. Students with unpaid bills will not be allowed to register for any other Cisco College course nor will a transcript be sent to any other college for enrollment purposes.

**6. Term of Agreement**

6.1. **Term** – The Agreement is in place until any changes are deemed necessary.

Agreed,

Cisco College

Merkel Independent School District

*Tianay Bralley*  
 Tianay Bralley  
 Director of Dual Credit Programs

Date: 9/7/2021

*Joseph O. Malley*  
 Signature

Joseph O Malley  
 Printed Name

Superintendent  
 Title

Date: 9-1-21

# Cisco College

## Memorandum of Understanding

### Partnering School Districts and Cisco College

#### College Prep Mathematics and English Language Arts Courses

This Memorandum of Understanding ("MOU") is entered into as of the 23rd day of August, 2020 (the "Effective Date") between Merkel ISD ("MISD"), a Texas Independent School District located at South 3<sup>rd</sup> & Ash Ave, Merkel, Texas 79536 and Cisco College ("CC"), a two-year college system located at 101 College Heights, Cisco, Texas 76437 and 717 E. Industrial Blvd., Abilene, Texas 79602.

Whereas, the State of Texas mandated via House Bill 5, Section 10 that each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts. Whereas, the parties have agreed to enter into a collaborative agreement where students at the ISD who are deemed to not be college ready per House Bill 5 and House Bill 10. Whereas, MISD and Cisco College jointly recognize an opportunity to better prepare students for college curriculum and to reduce college entry barriers and increase the likelihood of student success.

Now, therefore, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MISD and CC, intending to be legally bound, agree as follows:

1. **Scope of Services.** MISD and CC agree to collaborate to develop and maintain college pre mathematics and English language arts courses that meet the terms of this agreement as outlined below in the Support and Services section of this MOU. MISD and CC will meet periodically to maintain the integrity and evaluate the effectiveness of the program.
2. **Term.** The initial term of this MOU shall begin on August 23, 2021 and continue for a period of one year. Thereafter, CC may renew this MOU for another year by delivering written notice to MISD. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term". Either party may terminate this MOU, without cause, upon at least thirty (30) calendar days' prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or a mutually agreed to by the parties.
3. **Support and Services.** MISD and CC agree to the following conditions:
  - a. CC agrees to the following for both mathematics and English language arts college prep courses.
    - i. To share curriculum, syllabi, learning objectives, and sample assignments from MATH 1314, DERW 0303 and any other appropriate college courses

for use of college prep curriculum development; To provide information and training pertaining to the Texas Success Initiative ("TSI") assessment; To provide access to the mathematics and English language arts division chairs/department heads or their designee for support and consultation; To enroll students who successfully complete the college prep course and meet Texas Success Initiative (TSI) standards; To provide book, supplies and technology recommendations for each course; To meet with MISD administrators and faculty when requested, subject to CC faculty and staff availability and schedule.

- b. MISD agrees to the following for both the mathematics and English language arts college prep courses:
  - i. To provide highly qualified instructors for the courses being taught; To identify students who are not college ready as stated in HB5; To provide professional development and resources required to teach the mathematics and English language arts courses; To provide curriculum designed to better prepare students for college curriculum and the TSI assessment for each course; To administer the TSI assessment at the conclusion of the college prep course to determine college readiness; To provide assistance with college enrollment and financial aid applications. The student will receive credit for the high school PEIMS course if they earn a 70 or above regardless of their TSI score in the end.
- 4. **Non-compliance.** Notwithstanding any provision herein to the contrary, if MISD does not comply with any part of this MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice from CC, this MOU may be terminated immediately upon written notice from CC, in CC sole discretion.
- 5. **Liability.** Neither CC or its board members, officers, faculty or employees shall be held liable for any claims or cause of action from any groups arising from this partnership or use of college materials or curriculum. Student success and any metrics used to evaluate the successfulness of the college prep courses are not to be representative of CC or its board members, officers, faculty, or employees.
- 6. **Notice.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by the U.S. postal service, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon earlier of (a) the date delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:
  - a. If to MISD:
    - i. Rachel Byers South 3<sup>rd</sup> & Ash, Merkel, Texas 79501
  - b. If to CC:
    - i. Tianay Bralley, Director of Dual Credit Programs, 717 E. Industrial Blvd., Abilene, TX 79602.

- c. Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph.
- 7. Relationship of the Parties. It is understood and agreed that CC is a separate legal entity from ISD and CC is not an employee, agent, joint venture, or partner of MISD. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between MISD and either CC or any employee or agent of CC.
- 8. Changes and Amendments. This MOU may be amended, modified and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.


Executed this August 23, 2021.

Cisco College

  
\_\_\_\_\_  
Dr. Carol Dupree  
Provost/Chief Academic Officer

9-08-21  
\_\_\_\_\_  
Date

Merkel Independent School District

  
\_\_\_\_\_  
Signature

Joseph O'MALLEY  
\_\_\_\_\_  
Printed Name

SUPERINTENDENT  
\_\_\_\_\_  
Title

9-1-21  
\_\_\_\_\_  
Date