



MEMORANDUM OF UNDERSTANDING Between Ranger College and ZEPHYR ISD

AGREEMENT TO OFFER COLLEGE CREDIT COURSES CONCURRENTLY WITH HIGH SCHOOL CREDIT COURSES

RANGER COLLEGE will offer courses for college credit on the high school campus or the college campus. Students enrolled in these courses may earn college credit and high school credit concurrently.

TERM

This MOU shall be in effect from August 26, 2019 to August 25, 2020.

ENROLLMENT CRITERIA

Students will be required to complete the corresponding section of the TSI (Texas Success Initiative) assessment instrument prior to enrolling in coursework at Ranger College, unless they are enrolling in a Level 1 certificate program only. Students will be eligible to begin coursework with Ranger College the summer following their eighth grade year upon meeting the following conditions:

1. The student is considered a high school freshman and has taken at least one section of the TSI or has an other qualified exemption (SAT, ACT, STAAR, etc. score).
2. The student has passed the required area of the TSI, (Reading, Writing or Mathematics), which relates to the course or courses in which the student desires to enroll, or the student must have a qualified exemption (SAT, ACT, STAAR, etc. score).
3. Any eligible high school student may enroll in dual credit courses with approved ACT or SAT scores.
4. The student obtains approval from the school district official assigned to allow enrollment in dual enrollment coursework (Counselor, Principal, or Assistant Principal). They may enroll at any high school grade level 9th through 12th as allowed by the school district official.
5. No student may enroll for more than five courses of three to four hours' credit each (including concurrent enrollment at Ranger College, another college, distance learning through telecommunications, and/or correspondence) without the approval of the Vice President of Instruction. Normally, approval for an overload is given only if the student has completed a minimum of 12 semester hours with a GPA of 3.0 for the previous semester. Special consideration may be given to students who can complete graduation requirements during their last semester.
6. During a summer term, no student may enroll in more than seven semester hours without the approval of the Vice President of Instruction. Students seeking admission under this provision are required by state law to comply with the Texas Success Initiative requirements

ADMISSIONS PROCEDURES

To be admitted into the concurrent credit courses students will complete general admissions requirements, and the high school will provide official transcripts and test scores of the students to the Registrar's Office at Ranger College. Written permission of the student's parent/guardian is required. (Appropriate forms will be provided.)

TRANSCRIPTION OF COLLEGE CREDIT

Students will earn college credit appropriate for the course(s), which will be transcribed upon a student's successful completion of the course. Credit for Ranger College courses will be granted following the student's graduation from high school.

ACADEMIC POLICIES & PROCEDURES

The same academic policies and procedures which are applicable to RC regular college courses and students will also apply to dual credit courses and students.

- A. Students are subject to the rules of conduct, plagiarism, and disciplinary standards published in the College catalog and are subject to the penalties defined by such standards.
- B. Any discipline issues including academic dishonesty during college course instruction must be reported immediately to the Director of Dual Enrollment.

INSTRUCTION: Scope, Roles, Responsibilities, Quality, Rigor

- A. College courses require a minimum of 45-48 hours of instruction.
- B. Courses offered for concurrent course credit must be identified as college-level academic courses in the current edition of the Community College Academic Course Guide Manual or as college-level technical course in an approved Associate of Applied Science (AAS) Degree or a certificate program. Please see Exhibit A for the course equivalency crosswalk if applicable.
- C. Instruction and materials for concurrent course credit must be at the equivalent level of the instruction and materials used for the identical course taught on the main campus of the College. Course syllabi for these courses are the same as used throughout the college.
- D. Remedial and developmental courses may not be offered for concurrent course credit.
- E. The College shall select instructors of dual credit courses. These instructors must be regularly employed faculty members of the college or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approved procedures used by the College to select faculty responsible for teaching the same courses at the main campus of the College.
- F. When an instructor of the high school teaches a concurrent course for Ranger College, the manner of compensation will be determined by the public school and the College. The amount of adjunct instructor compensation will be determined by Ranger College. The instructors must participate in a College orientation session. Public school instructors teaching for Ranger College report to the Vice President of Instruction or his/her designee as concurrent adjunct faculty.
- G. College regulations regarding curriculum, syllabi, supervision of instructors, evaluation of instruction and instructors, course requirements, and student attendance will be in effect for all dual credit courses.
- H. Dual credit faculty will follow grading criteria as stated in the department approved syllabus. The School District shall direct students who would like to appeal their course grade to follow the College's grade appeal process.
- I. Dual Credit Faculty will use only College approved textbooks and supplemental materials for instruction.
- J. Dual Credit Faculty will submit all required reporting documents such as roster verification, submission of grades, and artifacts by the deadline set by the College.
- K. Dual credit classes will follow the College Academic Calendar. Final exams must be proctored and given on College approved dates. No early final exams will be allowed.

- L. Dual Credit Faculty are expected to identify students in their classes in need of academic assistance and direct them to the appropriate College or School District support services.
- M. The School District will provide dual credit students a classroom environment that is conducive to college-level learning. The district partner will provide a class facilitator to support the learning environment and provide support to students.

MONITORING GRADES

Students can monitor their academic progress through the Blackboard Grade Center during the semester. Final grades will be available at the end of the semester in Campus Connect.

CLASS COMPOSITION

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

- A. 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.
- B. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.
- C. If the high school credit-only students are College Board Advanced Placement students.

WORKFORCE CONTINUING EDUCATION

Ranger College may offer workforce continuing education courses to dual credit students who are at least 16 years of age on the census date of the applicable course.

SOURCES OF FUNDING: INCLUDING TUITION & FEES

Regular dual credit tuition, fees, and textbook charges will be assessed for the course(s) and are the responsibility of the student, unless paid by the high school, and are payable directly to the College by the specified deadline. *Only the College may waive tuition and fees for a student enrolled in a course for which the student may receive credit.* The College may claim funding for all students enrolled in a concurrent credit course. Transportation will be the responsibility of the student, unless provided by the high school.

FINANCIAL AID

Ranger College is participating in an experimental Pell grant program for dual credit students. Students who wish to participate in the program must complete a FAFSA to determine eligibility. Not all students will qualify however, Ranger College encourages all students to consider participating in the program.

A Federal Pell Grant is awarded based on each student's financial need. Need is primarily based on Adjusted Gross Income (AGI) and family size, but other factors such as assets and the number of family members in college are also taken into account. The exact eligibility amount is calculated when the College receives and processes an Institutional Student Information Report (ISIR) from the U.S. Department of Education. Pell Grants are awarded only to undergraduate students who have not earned a bachelor's or professional degree. The annual maximum and minimum awards are set by federal regulations. Pell Grant funds are based on the number of hours the student is enrolled in when the funds are disbursed. All other sources of aid will be given in addition to the Pell Grant.

Ranger College will provide information on the program to students, parents, and school personnel via meetings, written pamphlets, or other means. Students must maintain Satisfactory Academic Progress (as defined by the Financial Aid Office), minimum grade point average, and are subject to Withdrawal of Title IV regulations.

ATTENDANCE

Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided.

LIBRARY & LEARNING RESOURCES

Students will have access to the College library, high school library and learning resources, and any public libraries which have an agreement with the College.

ADVISING & COUNSELING

Academic advising and counseling will be primarily provided by the high school counselor. Training and support for counselors will be provided by the dual credit department. Counseling and advising is also available to students through the College as may be necessary and requested by the high school and/or by the student.

DISABILITY SERVICES

For a student to receive disability support services at Ranger College, the school district counselor must provide a copy of the student's current 504 plan to the ADA compliance officer, (which is the Ranger College Counselor). Ranger College is neither able nor required to provide the level of disability support services required by the public school system; therefore, a student requiring disability support services may have differing levels of assistance from School District and College. The Ranger College disability accommodations may include special testing arrangements, readers, scribes, and note-taking services.

SAFETY

The safety and security of the students are the responsibility of the high school district, unless the student is attending class(es) on one of the College's campuses.

FACILITIES

Unless otherwise agreed to, classes will be taught in facilities provided by the public school.

RECORDS

Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal Family Education Rights and Privacy Act ("FERPA") (20 USC §1232g; 20 CFR Part 99). Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of students with respect to educational records, and shall protect student education records against accidental or deliberate disclosure to unauthorized persons.

The high school agrees that once a student graduates, the high school will send Ranger College a copy of the student's final transcript.

ALIGNMENT WITH DUAL CREDIT STATEWIDE GOALS

The Ranger College Dual Credit Department has set goals which align with statewide dual credit goals as specified in HB1638.

- A. Ranger College has implemented purposeful and collaborative outreach efforts to inform all dual credit students and parents of the benefits and costs of dual credit, including enrollment and fee policies by:

- a. Hosting information sessions for students and parents on the benefits and costs, at the ISD partner locations as requested by the ISD.
 - b. Posting dual credit program information, including enrollment and fee policies, on the dual credit web page located on rangercollege.edu.
 - c. Hosting dual credit information sessions for high school counselors at the Fall and Spring Counselor meetings.
 - d. Collaborating with the ISD on marketing campaigns for dual credit.
- B. Ranger College will assist high school students in the successful transition to and acceleration through postsecondary education.
- C. Dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
- D. The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

RENEWAL OF MOU

This agreement will be reviewed annually by both parties.



Superintendent,
ZEPHYR ISD

Date:

7-19-19



President or Designee,
Ranger College

Date:

7/19/19



Ranger College

MEMORANDUM OF UNDERSTANDING
RANGER COLLEGE and ZEPHYR Independent School District
HB 5 College Prep Mathematics / English Language Arts Courses
& Career Technical Education (CTE)

This Memorandum of Understanding ("MOU") is entered into as of the 26th day of August, 2019 (the "Effective Date") between ZEPHYR an independent school district, and Ranger College ("RC"), a two-year college system located at 1100 College Circle, Ranger, Texas 76470.

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; and to develop and provide career and technical training programs as needed.

WHEREAS the parties have agreed to enter into a collaborative agreement for students at ISD who are deemed not 'college ready' per TSI assessment and per House Bill 5, Section 10;

WHEREAS, ZEPHYR Independent School District (ISD) and RANGER COLLEGE (RC) jointly recognized an opportunity to create seamless pathways for students to enter into college level coursework in mathematics and English Language Arts without further remediation;

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, ZEPHYR ISD and RC, intending to be legally bound, agree as follows:

1. Scope of Services.

ISD and RC agree to collaborate to develop and maintain (college prep) 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. ZEPHYR ISD and RC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

2. Term

The initial term of this MOU shall begin on August 26th, 2019 and continue for a period of one year. Thereafter, RC may renew this MOU for two (2) consecutive one (1) year terms by delivering written notice to ISD. The initial term and new 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 as mutually agreed to by the parties.

3. Support and Services

ISD and RC agree to the following conditions:

- A. RC agrees to the following for both the mathematics and English Language Arts courses:
- i. To share data and provide feedback regarding student success on entry-level college mathematics and English Language Arts courses;
 - ii. train advisors to recognize and honor College Prep course(s) on school district transcripts; and
 - iii. To ensure that students are counseled directly into college level mathematics, English Language Arts, and all other courses that require mathematics and English Language Arts college readiness.
- B. The ISD agrees to the following for both the mathematics and English Language Arts courses:
- i. To provide highly-qualified instructors for the courses being taught;
 - ii. To identify students who are not 'college ready' as on based on the TSI assessment or other factors, but also meet prerequisite standards of STAAR/EOC completion as stated in HB 5;
 - iii. To provide professional development and resources required to teach the mathematics and English Language Arts courses;
 - iv. To identify success completion of the course(s) on the student transcripts as determined by the state of Texas PEIMS number;
 - v. To follow the RC Grading Expectations;
 - vi. To readily communicate with RC coursework Coordinators regarding student progress, coursework audits, and relevant concerns related to the quality of the mathematics and English Language Arts courses;
 - vii. To deny students enrolled in these courses exemptions from RC final exams; and
 - viii. To provide assistance with college enrollment and financial aid applications.
- C. RC agrees to provide the Learning Frameworks Course to all college prep students. The ISD may participate in this option at their discretion. Learning Frameworks (EDUC1100) is a 1-credit hour course through Blackboard and may be completed by the students in the Fall or Spring semester.
- EDUC1100 is a 1-credit hour course; whereby, students will receive a transcript and grade from RC. If a student does not plan to complete the course, a drop form with student's signature must be submitted prior to the date required by the Registrar.
- i. To provide the Student Learning Outcomes;
 - ii. To provide the syllabi for the courses being offered; and
 - iii. To provide the departmental final exams for the courses
 - iv. To provide curriculum for the course that is consistent with RC Student Learning Outcomes.
 - v. To provide a qualified online instructor if requested by the ISD.
- D. RC agrees to the following for the college preparatory mathematics courses:
- i. To provide the Student Learning Outcomes;
 - ii. To provide the curriculum for MATH0342 and 0314;

- iii. To provide the syllabi for the courses being offered; and
- iv. To provide the departmental final exams for the courses.

E. The ISD agrees to the following for the college preparatory mathematics courses:

- i. To provide technology resources (e.g., internet, computers);
- ii. To administer the RC departmental mathematics final exam for both MATH 0342 and 0314
- iii. To award credit for the course only if the student's final grade on both the final exam and the course is at least 70% or better;
 - If a student fails to complete MATH 0342 and/or MATH 0314, the student will not be deemed 'college ready' in mathematics.
- iv. To provide and utilize MyMathLab for each student enrolled in the course;
- v. To ensure that the student transcript for the fall semester will correspond to MATH 0342 and the spring semester will correspond to MATH 0314.
- vi. To ensure that the grading policy is agreed upon prior to the start of the course between the ISD and RC.

F. RC agrees to the following for the college preparatory English Language Arts course:

- i. To provide the Student Learning Outcomes;
- ii. To provide the curriculum for ENGL0300 and ENGL0301
- iii. To provide the syllabi for the courses being offered; and
- iv. To provide the final exam for ENGL0300 and ENGL0301

G. The ISD agrees to the following for the college preparatory English Language Arts course:

- i. To provide technology resources (e.g., internet, computers) to students for coursework;
- ii. To administer the mid-term and final exams for both courses;
- iii. To teach and grade the required essays according to the rubrics provided by RC (Texas College and Career Readiness Standards for Expository, Persuasive, and Analytical Writing Rubrics).
- iv. To teach two semesters of the course that focus on college readiness and literacy skills; and
- v. To award credit for the course only if the student's final grade on both the final exam and the course is at least 70% or better;
 - If a student fails to complete ENGL0300 and/or ENGL0301, the student will not be deemed 'college ready' in reading or writing.
- vi. To ensure that the grading policy is agreed upon prior to the start of the course between the ISD and RC.

4. Career & Technical Education(CTE)

Ranger College will partner with ZEPHYR ISD to develop programs in collaboration with local business, labor, and community leaders to develop and provide the courses allowing a student to enter a career or technology training program or apprenticeship training program; or an internship required as part of accreditation toward an industry-recognized credential or certificate for course credit.

5. Non-Compliance

Notwithstanding any provision herein to the contrary, if RC 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 the ISD, this MOU may be terminated immediately upon written notice from the ISD, in the ISD's sole discretion.

6. Liability

Neither the ISD or its trustees, officers, employees, or agents shall have any liability for any claim or action of any person or group arising from (a) the use of district property and/or equipment by RC and RC officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) non-compliance with this MOU, or (c) any act, omission, or negligence of RC, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants, or visitors.

EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, THE ISD MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE ISD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, AND DELAYS. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCES SHALL THE ISD BE LIABLE FOR EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS REVENUE, OR GOODWILL DUE TO ANY CAUSE WHATSOEVER, EVEN IF THE ISD HAS BEEN ADVISED OF SUCH DAMAGES.

7. Indemnity

RC AGREES THAT RC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ISD AND THE ISD'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF RC AND/OR RC'S PARTICIPANTS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, OR LICENSEES DONE IN CONNECTION WITH THIS MOU. RC's obligations under this clause shall survive termination or expiration of this MOU.

8. Notice

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile, or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of 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:

If to ISD:
STANTON MARWITZ
Superintendent
ZEPHYR ISD
11625 CR 281
ZEPHYR, TX 76857

If to RC:
Dr. William J. Campion or Designee
President
Ranger College
1100 College Circle
Ranger, Texas 76470

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.

Relationship with the Parties:

It is understood and agreed that RC is a separate legal entity from the ISD, and RC is not an employee, agent, joint venture, or partner of the ISD. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the ISD and either RC or any employee or agent of RC.

9. No Waiver of the ISD's Immunity

The execution of this MOU and the performance by the ISD of any of this obligations hereunder are not, and are not intended to waive or relinquish, and the ISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the ISD, its trustees, officers, employees, or agents under federal or Texas laws.

10. No Third Party Beneficiaries

Nothing in this MOU shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.

11. Governing Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its conflicts of laws and provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Eastland County, Texas.

12. Entire Agreement

This MOU and the attachment and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between parties of this MOU.

13. Severability

In the event that any one or more of the provisions contained in this MOU shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been existed.

14. Interpretation

The parties agree that normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

15. Changes and Amendments

This MOU may not be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached and incorporated in this MOU.

16. Assignment

Neither this MOU nor any rights, duties, or obligations under it shall be assignable by RC without prior written acknowledgement and authorization of the ISD. Any attempted assignment by RC without the ISD's prior written consent shall be void.

17. No Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of any such term or in any way affect such party's right to enforce such term, and no waiver of any other term hereof or the breach thereof. No waiver, alteration, modification of any provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

18. Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

19. Counterparts

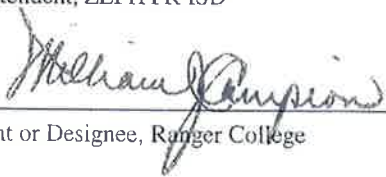
This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

Disclaimer: If an ISD requires RC's aide, this will be negotiated on an individual basis.

Executed this 19 day of July, 2019



Superintendent, ZEPHYR ISD



President or Designee, Ranger College