



WEST TEXAS A&M UNIVERSITY

An Agreement to Offer Dual Credit

This Dual Credit Memorandum of Understanding (hereinafter referred to as "MOU") is hereby entered into by and between West Texas A&M University, a member of the Texas A&M University System and an agency of the State of Texas (hereinafter referred to as "University") and Nazareth Independent School District (hereinafter referred to as "District"). In accordance with HB 1638: Statewide Dual Credit Goals, those elements of this MOU specifically aligning with state dual credit goals are outlined in Addendum A.

Goals

TEC 28.009, Subsection (b-1), requires the Texas Education Agency (TEA) and the Texas Higher Education Coordinating Board (THECB) to jointly develop statewide goals for dual credit programs. These goals provide uniform standards for evaluating dual credit, including early college high schools, career and technical education (CTE) dual credit, and joint high school/college credit programs.

Specific program goals include:

- (1): Improve enrollment and acceleration through postsecondary education.
- (2): Improve student performance in college-level coursework.
- (3): Develop an effective bridge between secondary and postsecondary education in Texas.

Term

This MOU shall commence August 1, 2026, and will expire July 31, 2027. The MOU shall be posted on the University's Dual Credit and District's respective websites during this term.

Section I. University Responsibilities

- Ensure that the University course requirements are followed.
- Provide the enrolled dual credit students with Buff Gold Cards (ID cards) at no charge. Students wanting a Buff Gold Card are required to go to the Buff Gold Card office to get their card.
- Students enrolled in dual credit courses shall be eligible to utilize the same or comparable academic and instructional support services that are afforded college students at the University, including: academic advising, academic coaching, tutoring,

supplemental instruction, writing center, career center, counseling center and disability services (SDCG Goal 2, 3).

- Collaborate with District officials on all matters pertaining to student responsibilities, rights, and discipline.
- Collaborate with District officials to provide a course equivalency crosswalk (refer to Addendum B) that equates District courses with University courses, and that will identify the number of credits that may be earned for each course completed through dual credit (SDCG Requirement).
- Monitor student's course progress (as provided by an instructor) throughout each semester utilizing Early Alert, the University's early alert system. This information will be shared with the District's designated contacts as outlined under Section 1E: Family Educational Rights and Privacy Act (FERPA) of this MOU (SDCG Goal 3).
- Provide articulation support for transition of District graduates to the University (SDCG Goal 2).
- Establish an annual agreement in writing on tuition and fees as pronounced in Addendum C (SDCG Requirement).

A. Instructional Calendar, Course Schedule, and Attendance (SDCG Goal 4)

The University will establish an instructional calendar for each semester that is consistent with the mutual needs and requirements of both parties. Requirements include, but are not limited to:

- 15 contact hours per 1 semester credit hour
 - (i.e. 45 contact hours for a 3-semester credit hour course)
- University deadlines (payment, finals, registration, drop/withdraw, etc.)
- University closures for holidays

The University Academic Calendar may be found at:

<https://www.wtamu.edu/academics/calendar/index.html>

The lecture for any dual credit course will take place during the time agreed on by the University and the District. Any high school supplemental work (EOC preparation, TEKS, etc.) must take place outside of the scheduled dual credit lecture time.

All course requests (course, instruction time/days, etc.) made by the District must be reviewed and approved by the University and appropriate academic college at the University.

Note: No course request submitted by the District to the University is guaranteed and will only be offered if:

- Final enrollment for the requested course(s) totals at least 10 qualifying students*, and/or
- The University is able to secure an instructor to teach the course(s).

*Low enrollment requests for a course with less than 10 qualifying students must be approved by the appropriate academic college. Approval is not guaranteed.

Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency, inclement weather, or days otherwise approved by the University), are in violation of the MOU.

A. Eligible Courses and Course Transferability (SDCG Requirement)

Courses offered for the dual credit program by the University are approved in the undergraduate course inventory of the University. The University agrees to offer the District a cadre of only freshman and sophomore (1000 and 2000) level courses to eligible students. Based on availability each semester, these courses will consist of core curriculum, major specific and foreign language dual credit as pronounced in Addendum B. The University does not offer remedial and developmental courses for dual credit.

Academic dual credit may be applied towards the core curriculum or to other specific degree program requirements of an academic associate degree or baccalaureate degree at Texas public higher education institutions. However, transferred credits are not guaranteed to count towards a specific degree program. Some public institutions may award elective credit instead. In some instances, an institution may choose not to award transfer credit for academic courses taken in dual credit programs. If a student knows which institution they plan to attend after high school, they should seek guidance from an advisor at that institution.

B. Quality of Instruction (SDCG Goal 4)

Dual credit courses will include the equivalent curriculum, materials, instruction, and method/rigor of student evaluation as regular college level courses taught at the University. These standards will be upheld regardless of the student composition of the class.

C. Faculty Selection, Supervision, and Evaluation (SDCG Goal 4)

The University will select instructors for dual credit courses. These instructors must meet the same standards and approval procedures used by the University to select faculty responsible for teaching the same courses at the University. The University will supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the University.

D. Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

If a student is attending a postsecondary institution - at any age - the rights under FERPA have been transferred to the student. However, in a situation where a student is enrolled in both a high school and a postsecondary institution, the two schools may exchange information on that student. Additionally, the postsecondary institution may disclose personally identifiable information from the student's education records to the parents, without the consent of the eligible student, if the student is a dependent for tax purposes under the IRS rules.

Dual credit students can grant Parent Proxy access. Additional information can be found at <https://www.wtamu.edu/student-support/registrar/family-educational-rights-and-privacy-act-ferpa.html>.

Notification of Rights under the Family Educational Rights and Privacy Act (FERPA): Information collected about dual credit students through their dual credit application may be held by any institution of higher education to which they apply. With a few exceptions, students are entitled at their request to be informed about the collected information.

Under Sections 552.021 and 552.023 of the Texas Government Code, dual credit students are entitled to receive and review the information. Under Section 559.004 of the Texas Government Code, they are entitled to correct information held by an institution that is incorrect. Dual credit students may correct information held by any institution to which they apply by contacting the institution's Public Information Officer. The information that is collected about the dual credit student will be retained and maintained as required by Texas records retention laws (Section 441.180 et seq. of the Texas Government Code) and rules. Different types of information are kept for different periods of time.

Under 99.31 and 99.34, FERPA allows protected student data to be exchanged between the University and District for students that are dually enrolled without the consent of either the parents or the student. For the purposes of this MOUs pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the District as a school official with legitimate educational interests in the educational records of the students who participate in the dual credit program to the extent that access to the records is required by the District to carry out the functions of the program. The District shall provide points of contact to receive data

from the dual credit office at the University. This data will be provided securely specifically designated for the District contacts indicated below. The District and designated points of contact agree to maintain the confidentiality of the students' educational records in accordance with the provisions of FERPA. The District and designated points of contact shall not release educational records to any third party without [written consent](#) by the student.

Points of Contact

Name <u>Nikki Wethington</u>	Name _____
Title <u>Counselor</u>	Title _____
Email Address nikki.wethington@nazarethisd.net	Email Address _____
Name _____	Name _____
Title _____	Title _____
Email Address _____	Email Address _____

Upon enrolling in a dual credit course, appropriate student's information will become part of the student's directory information and may be subject to the Texas Public Information Act. More information can be found at <https://www.wtamu.edu/student-support/registrar/family-educational-rights-and-privacy-act-ferpa.html>

E. Funding (SDCG Requirement)

Both the District and University may report credit hours for funding purposes for dually enrolled students, subject to the rules of the State Board of Education and the Texas Higher Education Board. The University will report the credit hours for all students enrolled in dual credit courses, and may only claim funding for core curriculum and foreign language dual credit courses.

F. Financial Aid for Swift Transfer (FAST)

Per the Texas Higher Education Coordinating Board (THECB), the [Financial Aid for Swift Transfer](#) (FAST) is an optional program available to public institutions of higher education, as defined under the [Texas Education Code \(TEC\), Section 61.003\(8\)](#). Institutions must complete a program participation agreement (PPA) to either opt-in or opt-out of the FAST program each academic year.

WTAMU evaluates participating in the FAST program each spring for the upcoming academic year. Should WTAMU decide to opt-out and not participate, the University will notify the District as soon as possible.

Students are eligible to enroll at no cost to the student in a dual credit course under the FAST program if they are:

1. Enrolled in an eligible dual credit course, as defined in the Texas Administrative Code (TAC), Section 13.501, at a public school district or charter school (i.e., eligible for Foundation School Program funding);
2. Taking a course offered through an institutional agreement, as outlined in TAC, Section 4.84, from an institution of higher education that has opted to participate in FAST; and
3. Educationally disadvantaged in the academic year the student enrolled in the dual credit course, or were educationally disadvantaged in any of the four school years before the academic year of enrollment in the dual credit course.

THECB states courses that are eligible for FAST funding are those offered through either [TEC, Section 130.008](#), courses for Joint High School and Junior College Credit (see [TAC, Chapter 4, Subchapter D, Rules 4.81-4.85](#)) or other courses offered by a public institution of higher education for which a high school student may earn semester credit hours. By statute, the courses must also satisfy at least one of the following:

- A requirement necessary to obtain an associate degree or an industry-recognized credential or certificate
- A foreign language requirement at an institution of higher education
- A core curriculum requirement
- A field of study requirement

Per THECB reporting guidelines, students and courses must both be FAST eligible in order to participate in FAST funding. **Courses at WTAMU that are composed of pre-college students and college students do not meet the dual credit requirements established by [TAC, Chapter 4, Subchapter D, Rule §4.85](#).**

G. Location of Class (SDCG Goal 4)

Dual credit classes will be taught on the University campus or online, with proper enrollment in a course, and with prior approval from the University. Course delivery options will be face-to-face, hybrid, and/or online.

For any classes taught electronically, the University shall comply with applicable rules and procedures relating to Distance Education and Off-campus Instruction and with the Texas Administrative Code, Title 19, Part I, Chapter 4, Subchapter Q, Approval of Off-Campus and Self-Support Courses and Programs for Public Institutions.

The University and District agree that on campus, in-person courses, recitations and labs may be transitioned into remote, online learning as deemed necessary and/or appropriate due to unforeseen evolving circumstances that pose a health and/or safety risk, such as a natural disaster or public health emergency.

H. Transcription of Credit and Obtaining an Official University Transcript

High school and University credit will be transcribed immediately upon the student's completion of the performance required in the course. Transcribing of college credit will be the responsibility of the University and transcription of high school credit will be the responsibility of the District. The District will determine how the college grades will be recorded in the high school transcript for GPA and ranking purposes. High School transcript grading decisions including those affecting High School GPA are made according to the District board policy. The District is responsible for ensuring that state course requirements for high school graduation are fulfilled.

For the purposes of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University will release an official college transcript each semester for all registered dual credit students. One copy will be released to the high school and to all applicable institutions in which the District has a signed dual credit Memorandum of Understanding.

Dual credit students have access to print their unofficial transcripts through My Buff Portal and can request an official copy, for purposes outside of what is noted above, by completing the required transcript request form located at <https://www.wtamu.edu/student-support/registrar/registrar-transcripts.html>.

I. Tuition, Fees, and Textbooks (SDCG Requirement)

Payment for dual credit courses will be made by the District by requisition or individual student payment. Courses will be charged at \$50 per credit hour. Students must follow the University payment deadline schedule. Accounts not paid in full, or not enrolled in a payment plan by the deadline, may be subject to deletion of schedules per the University policy.

Online textbooks for 1000 and 2000 level courses will be made available through electronic resources at no cost to the student. If students prefer a hard copy textbook, it may be purchased at an additional cost. In rare circumstances, there may be requirements listed on a course syllabus that would require a student to make an additional purchase of supplementary course materials.

J. Student Composition of Class

Dual credit courses may be composed of dual credit high school students only or of dual credit high school and college students.

Section II: District Responsibilities

- Collaborate with University officials in the design and execution of challenging and innovative instructional programs, scheduling of classes, recruitment of eligible students, program evaluation, and marketing of the partnership.
- Collaborate with the University leadership team in interpretation and application of research evaluation findings, both student outcomes and process evaluation data, for improvement of the dual credit program.
- Collaborate with the University to fulfill all partnership guidelines in the offering of dual credit classes.
- Collaborate and contribute information with the University to fulfill all the requirements for the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and Texas Higher Education Coordinating Board and other agencies as necessary.
- Tuition and fees for dual credit students in the fall and spring semesters will be paid following APPENDIX C and is defined as dual credit tuition plus required fees.
- Collaborate with University officials on all matters pertaining to student responsibilities, rights, discipline, and maintain appropriate insurance as required.
- Provide internet/technology access for University personnel when present on the high school campus, if needed.

A. Administration of Statewide Instruments – TSI (SDCG Goal 3)

The District must administer the Texas Success Initiative (TSI) college placement exam to all students to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing. The District may become a TSI Assessment testing site or collaborate with the University's testing center to provide students with the necessary exams needed.

B. Student Eligibility

Upon request, the University in collaboration with the District counselors and/or administration, will assist with information sessions for all families and students regarding dual credit opportunities, benefits, and costs throughout the academic year. (SDCG Goal 1, 2)

Students must meet the same requirements and pre-requisites as all college students for college classes. To be eligible, students must meet the criteria required by the [Texas Administrative Code, Title 19, Part I, Chapter 4, Subchapter D, Rule sS4.85 \(b\)](#).

An institution may impose additional requirements for enrollment in courses for dual credit that do not conflict with Texas Administrative Code, Title 19, Part I, Chapter 4, Subchapter D, Rule S4.85 (b). The District is responsible for ensuring students meet these additional requirements. The District is also responsible for tracking the amount of dual credit SCH a student has completed.

In accordance with THECB policies set forth on May 16th, 2024, all Dual Credit students will be expected to meet the same TSI requirements for exemptions or passing TSI Assessment scores as undergraduate college students.

Students must meet the requirements outlined below to register for dual credit coursework:

- a) [Successful completion of the TSIA](#)
- b) Exempt from TSIA according to the TSIA exemptions listed on the [University website](#)
- c) Successful completion (C or higher) of MATH 1314 and/or ENGL 1301 (depending on course enrollment).
- d) A college transcript from another institution showing TSI complete in the appropriate subject area

If a student does not meet these requirements, the District and University must agree on the terms that constitute the placement of a student in a dual credit course.

C. Transportation and Parking Permits

If applicable, it is the District's discretion for how students will come to campus. Dual credit students who bring their own personal vehicles to the University campus will be responsible for purchasing a parking permit and will be responsible for paying for any ticket that may be issued to them.

Section III: Student Responsibilities

A. Academic Policies and Student Support Services (SDCG Requirement, Goal 2, Goal 3)

The [University Student Handbook](#) will apply to dual credit courses. These policies include but are not limited to academic dishonesty, class attendance, the appeal process for disputed grades,

drop policy, the communication of grading policy to students, the syllabus distribution schedule, etc. Each dual credit student will be provided a copy of the "Dual Credit Student Guidelines".

When a student signs their dual credit registration form, they confirm that they have read the Dual Credit Student Guidelines and that they understand and will comply with all dual credit and University requirements, policies, procedures, restrictions, and deadlines.

Dual credit students will be eligible to utilize the same or comparable academic support services that are offered to college students, at the University. Academic and college readiness advising is offered to all dual credit students by the University and the District.

The University is responsible for ensuring timely and efficient access to such services (e.g., academic advising, career advising, tutoring, and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

B. Attendance

Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency, inclement weather, or days otherwise approved by the University), are in violation of the MOU.

C. Grade Policy

Students will have access to academic progress/ midsemester grade status prior to the Last Day to Drop/Withdraw at the University via [My Buff Portal](#) (University's Student Portal). Students struggling to maintain a passing grade may be advised by the instructor and/or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. However, the final decision to drop the course or withdraw from the University will be that of the student. Dropping a course or withdrawal from the University course does not result in a withdrawal from the high school course. District personnel are responsible for advising students concerning academic progress in the high school component of the course.

The District will adhere to all University policies and procedures for grade reporting. Term and cumulative GPA's will be reflected on District grade reports. All transcript corrections due to major change or repeated courses are updated prior to the next grade reporting period. The University's Registrar will provide appropriate security and confidentiality measures for the

reporting and posting of grades and the maintenance of transcripts. The high school shall follow District policy as to the weighing system for the college grade for the student's final high school grade point average (GPA).

Letter grades will be issued at the midsemester point by the University specifically created for the District's designated contacts as outlined under Section 15: Family Educational Rights and Privacy Act (FERPA) of this MOU, culminating with a letter and numerical grade at the end of the semester.

Letter grades, with numerical values corresponding to these letters, will be stated on the course syllabus.

a) Change of Grade

After being reported to the Registrar, grades other than 'I' may not be changed unless an error has been made by the instructor. Students should review their end of semester final grades closely to ensure their accuracy. If an error or discrepancy should occur, the student should contact the appropriate professor and/or the Office of the Registrar immediately for resolution. It is recommended that those changes occur no later than the beginning of the next semester. [Under no circumstances will grades be changed after one calendar year.] The Grade Challenge Procedure can be found in the University Student Handbook.

b) Repetition of a Course

If a student repeats a course that may not be taken for additional credit, it is the policy of the University to count the highest grade earned as part of the student's cumulative grade point average, other than a grade of 'X'. Repeated course(s) and grade(s) are not removed from the official or unofficial University transcript for the term that they were completed. However, the lower grade and grade points will be removed from the University cumulative grade point average only. For additional rules and clarification, guidelines for repeated courses can be found in the University Student Handbook.

c) Student Minimum Grade Requirement

Once admitted, the minimum grade point requirement for students who are considered to be making satisfactory academic progress is a 2.0 cumulative institution grade point average. Refer to the University's [Undergraduate Academic Probation and Suspension Policy](#).

d) Withdrawing/Dropping a Dual Credit Course(s)

Should it become necessary to drop a dual credit course or withdraw from all registered dual credit courses, the student with the assistance of their high school principal or counselor is

required to submit the appropriate request. (Due to FERPA compliance, phone requests will not be accepted.)

- To drop a course (remaining enrolled in at least one University course), send a request via your WT Student Email account that contains your student ID, the course number, section number, and semester term to registrar@wtamu.edu.
- To withdraw from the University (no longer enrolled for current semester), send an email via your Buff email account to registrar@wtamu.edu and request a withdrawal form.

If a student decides to drop or withdraw, they should follow the District guidelines and deadlines set forth for high school graduation. The high school course requirements will be at the discretion of the District.

Failure to submit the appropriate documentation to drop a course or withdraw from the University by the published deadlines and/or if a student does not complete a course may result in the student receiving an "F" for the course(s) they are enrolled in.

When a student drops or withdraws from the University, a refund of tuition and fees is based on the date of the withdrawal and the number of weeks of the enrolled semester/term/session. The refund policy is based on legislative law found under the [Texas Education Code, Chapter 54, Article 54.006](#). Payment of the remaining percentage of tuition/fees will still be required.

The Texas Education Code stipulates that students attending Texas institutions of higher education for the first time fall 2007 and later may not withdraw from more than six courses during their academic career, including courses from which transfer students have withdrawn at other Texas institutions of higher education. ([Senate Bill 1231](#)).

This does not apply to dual credit students who have not completed their high school program, or the equivalent. However, once they are admitted into an institution of higher education after high school graduation, they will be subject to the requirements of SB 1231.

D. Bacterial Meningitis Vaccination Requirement

In accordance with Texas Senate Bill 1 107 (now TEC 51.9192), it is required that all

- i. new students
- ii. transfer students
- iii. and returning students who have had a fall or spring semester break in their face-to-face attendance at an institution of higher education

provide proof of a current bacterial meningitis vaccination or booster ten (10) days prior to the first-class day of the entering semester. Without the evidence of vaccination, a student cannot attend classes on the University campus, and their registration request will not be processed.

Students taking online courses only will not be required to have their Bacterial Meningitis Vaccination and will submit a [Bacterial Meningitis All Online Waiver Request Form](#) to the University.

For more information, students and parents or guardians may visit the following website <https://www.wtamu.edu/student-support/medical-services/bacterial-meningitis.html>

E. Registration and Financial Holds

A registration hold will be placed on all dual credit students once they are admitted. This hold will remain on a student's account since the dual credit office facilitates all initial admission and registration decisions. Students at no point in time will be allowed to register online on their own since the dual credit office must verify their eligibility in order to process a request.

Students must be registered for a course no later than the 1st class day for that course. Students will not be permitted to enroll in the course past the 1st class day. Courses must be paid for each semester by the payment deadline published on the [University Academic Calendar](#).

A financial hold will be placed on a student's account by the Business Office at the University for any unpaid balance. A student will not be able to register for courses the following semester if there is an unpaid balance on their account. Final numerical grades will still be submitted each semester to be applied to the student's high school transcript by the appropriate office within the District. The University will work with the District to resolve any holds that may exist.

F. Student Accessibility — Standard Operating Procedures

West Texas A&M University seeks to provide reasonable accommodations for all qualified persons with disabilities. This University will adhere to all applicable federal, state and local laws, regulations and guidelines with respect to providing reasonable accommodations as required to afford equal educational opportunity.

It is the student's responsibility to register with Office of Student Accessibility (OSA) and to contact faculty members in a timely fashion to arrange for suitable accommodations. The OSA Office is located in the Student Success Center, CC 106 and their phone number is 806-651-2335.

Students participating in the dual credit program at the University must follow the same registration process as undergraduate students when requesting disability services. This applies to students with a Section 504 Accommodation Plan.

The registration process is found online at <https://www.wtamu.edu/student-support/student-accessibility/index.html> or via the quick links on the University's webpage.

Director of the Office of Student Accessibility

Classroom Center, Room 106, WTAMU Box 60904, Canyon, TX 79016

(806) 651-2335

osa@wtamu.edu

G. Non-Discrimination

West Texas A&M University is dedicated to providing a learning and working environment that is free of discrimination, harassment, and retaliation for all employees, students, and visitors. Our commitment to equal employment opportunity, and program accessibility must occur in all aspects of our daily operations, and everyone must take responsibility for creating an atmosphere that values diversity and promotes inclusion, fairness and respect. As a part of the Texas A&M System, WTAMU follows System policy 08.01 which states: The system will provide equal opportunity for employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity and will strive to achieve full and equal employment opportunity throughout the system.

Questions relating to equal employment opportunity should be directed to:

Pam Young, Director of Human Resources/EEO Officer

806) 651-3150

pyoung@wtamu.edu

H. Student Conduct

Students are required to adhere to the University [Student Handbook](#) regarding facilities and equipment usage, University and District codes of conduct and policies and are subject to appropriate action taken by the District and the University.

Students who violate items in the University Student Handbook shall be removed from the dual credit University course and the high school course requirements will be at the discretion of the District.

I. Student University Email Address

Students will be assigned a University email address once they have been admitted for their first semester with the dual credit program. As per University policy, all official University e-mails will be sent to the student's assigned email ending in @buffs.wtamu.edu. Students can obtain instructions on how to do activate their account by visiting <https://wtamu.edu/it/accounts.html>.

Once a student's email address is assigned, they will no longer receive emails regarding their courses, grades, registration, status, or other important University information to any other e-mail outside of their university e-mail.

Section IV: Agreement Requirements

A. Expenses

Except as specifically provided in this MOU, each party shall bear its own costs and expenses incurred under this MOU without expectation of reimbursement from the other parties.

B. Force Majeure

No party to this MOU shall be required to perform any term, condition, or covenant in this MOU so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of that party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, a party is prevented from full performance of its obligations under this MOU, written notice shall be provided to the other parties within three days.

C. Indemnification

To the extent authorized by the Constitution and State laws of Texas, in consideration of the performance of all parties of this MOU (University & District), each party (the "Indemnifying Party") does hereby agree to indemnify and hold harmless all agents, servants and employees of the other parties from and against any and all claims and liabilities from any acts or omissions of the Indemnifying Party, its agents, servants, or employees, in the performance of this MOU, except that no party shall indemnify the others for claims or liabilities arising solely from the negligence, act or omission of the other parties.

D. Insurance

The University and District shall each assess the risks that it may incur because of its operations under this MOU, and, as it deems appropriate and prudent, at its own expense either obtain liability insurance or self-insure against such risk. Neither party is relieved of any liability or other obligations assumed under this MOU by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

E. Media and Public Relations

Media and public relations regarding the District will be managed according to District and University protocols.

F. Public Information

Each party acknowledges that the other is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law. Upon either party's written request, the other shall provide specified public information exchanged or created under this MOU to which the requesting party has a right of access that is not otherwise accepted from disclosure under Chapter 552, Texas Government Code, to the requesting party in a non-proprietary format reasonably acceptable to the requesting party.

G. Safety

If any student, instructor, or administrator should experience an accident or sudden illness while on the premises of the District or the University; the response to such incidents will be based upon the guidelines, and operational procedures of the District and University regulations as well as other agreements between the District and University that have been executed for specific issues. Upon mutual agreement, the University may require the District to provide District staffing or security personnel, when requested by the University, for any classes taught by the higher education instructors at the District or at the University.

The University and District will ensure that all students and staff will abide by the established University health guidelines. <https://www.wtamu.edu/about/information/health/index.html>

H. Severability, Substitution and Termination

If any clause or provision of this Memorandum of Understanding (MOU) is found to be illegal, invalid, or unenforceable under any present or future law applicable during the term of the MOU (including any renewals), the parties intend that such determination shall not affect the remainder of the MOU. In place of any illegal, invalid, or unenforceable clause, the parties agree to substitute a new clause that is as closely aligned as possible with the original intent, provided it is legal, valid, and enforceable.

Either party may terminate this MOU by providing thirty (30) days' written notice to the other party.

I. Texas Education Code - Section 51.917. Faculty Members; Use of English

(a) In this section:

(1) "Institution of higher education" has the meaning assigned by Section 61.003 of this code but does not include a medical or dental unit.

(2) "Faculty member" means a person who teaches a course offered for academic credit by an institution of higher education, including teaching assistants, instructors, lab assistants, research assistants, lecturers, assistant professors, associate professors, and full professors.

(3) "Governing board" has the meaning assigned by Section 61.003 of this code.

(b) The governing board of each institution of higher education shall establish a program or a short course the purpose of which is to:

(1) assist faculty members whose primary language is not English to become proficient in the use of English; and

(2) ensure that courses offered for credit at the institution are taught in the English language and that all faculty members are proficient in the use of the English language, as determined by a satisfactory grade on the "Test of Spoken English" of the Educational Testing Service or a similar test approved by the board.

(c) A faculty member may use a foreign language to conduct foreign language courses designed to be taught in a foreign language.

(d) This section does not prohibit a faculty member from providing individual assistance during course instruction to a non-English-speaking student in the native language of the student.

(e) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 1083, Sec. 25(15), eff. June 17, 2011.

(f) The cost of such English proficiency course as determined by the coordinating board shall be paid by the faculty member lacking proficiency in English. A faculty member must take the course until deemed proficient in English by his or her supervisor. The cost will be deducted from said faculty member's salary.

Added by Acts 1989, 71st Leg., Ch. 975, 1, eff. Sept. 1, 1989.

Amended by: Acts 2011, 82nd Leg., R.S., Ch. 1083 (S.B. 1179), Sec. 25(15), eff. June 17, 2011.

J. Texas Laws to Apply

This MOU shall be constructed under and in accordance with the laws of the State of Texas. Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and sovereign immunities as may be provided under Texas Law.

K. Use of University Name

The District acknowledges that the University owns the trademark and all other rights in the name "West Texas A&M University" (the "University Name"). The University grants the District a nonexclusive, nontransferable license to use the University Name in connection with the District, subject to the right of the University, upon request, to review and approve such uses.

The University does not grant any rights or licenses to the District to any University trademark, service mark, name, or logo other than the University Name unless provided in a separate license agreement between the parties. The University may extend or revoke this license at any time for any or no reason, in its entirety or as to particular uses of the University Name by the District.

The District may not: (a) use any colorable imitation or variant form of the University Name; (b) take any action that would bring the University Name into public disrepute; (c) take any action that would tend to destroy or diminish the University's goodwill in the University Name; or (d) challenge, contest, impair, invalidate, or take any action tending to impair or invalidate the University's rights in the University Name.

The District shall copy the University on all press releases and other public communications regarding the District.

ADDENDUM A

House Bill 1638: Statewide Dual Credit Goals

SDCG Requirements:

- a) A description of how the goals of the dual credit program align with the statewide goals;
- b) A course equivalency crosswalk or other method of equating high school courses with college courses that identifies the number of credits that may be earned for each course completed through the dual credit program;
- c) A description of the academic supports and guidance that will be provided to students participating in the dual credit program;
- d) A description of the ISD and IHE respective roles and responsibilities in providing for and ensuring the quality and instructional rigor of the dual credit program; and
- e) A description of the sources of funding for dual credit courses offered under the program including, at a minimum, the sources of funding for tuition, transportation, and any required fees or textbooks for students participating in the dual credit program.

SDCG Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

SDCG Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

SDCG Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.

SDCG Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

ADDENDUM B
Dual Credit Course Crosswalk

WTAMU Course Number and Title	College Credit SCH		High School Course	High School Credit
<u>Communication (Core Requirement 6 SCH)</u>				
ENGL 1301 - Introduction to Academic Writing and Argumentation	3		CPEAL (CPI 10100)/ English IV (ENG 4 - 03220400)	0.5
COMM 1315 - Basic Speech Communication	3		COMMAPP (03241400)	0.5
<u>Mathematics (Core Requirement 3 SCH)</u>				
MATH 1314 - College Algebra	3		Independent Study in Mathematics INSTRUMTH (03102500)	0.5
MATH 1342 - Elementary Statistical Methods	3		N/A	N/A
MATH 1316 - Plane Trigonometry (Field of Study)	3		Independent Study in Mathematics INSTRUMTH (03102500)	0.5
<u>American History (Core Requirement 6 SCH)</u>				
HIST 1301 - America, 1492-1877	3		US History (03340100)	0.5
HIST 1302 - America Since 1877	3		US History (03340100)	0.5
<u>Government/Political Science (Core Requirement 3 SCH)</u>				
POSC 2305 - American National Government	3		US Government (03330100)	0.5
<u>Social and Behavioral Sciences (Core Requirement 3 SCH)</u>				
ECON 2301 - Principles of Macroeconomics	3		Economics with Emphasis on the Free Enterprise System and Its Benefits - (ECO-FE - 03310300)	0.5
PSYC 2301 - General Psychology	3		Psychology (PSYCH - 03350100)	0.5
<u>Component Area Option (Core Requirement 6 SCH)</u>				
ENGL 1302 - Academic Writing and Research	3		CPEAL (CPI 10100)/ English IV (ENG 4 - 03220400)	0.5

ADDENDUM C

Signatures

Please initial each item listed and sign.

KSA I have read, understand, and approve all items noted on pages 1 -18 of this MOU.

KSA Completion and submission of a student's registration packet does not guarantee registration for courses and/or admittance into the Dual Credit Program at the University and is separate from admission to the University as an undergraduate. To be considered for undergraduate freshman admission once a student graduates high school, they must complete an application at www.wtamu.edu/admissions/apply.

KSA The district is responsible for ensuring students meet eligibility requirements as outlined in Section 7. Students that do not meet these requirements are not permitted to enroll in dual credit coursework. The district is also responsible for tracking how many semester credit hours a student has completed.

KSA Students must pay all tuition and mandatory fees in full by the 1st class day unless covered by a sponsorship. Tuition for dual credit courses is \$50 per credit hour.

KSA Student accounts are subject to additional charges for returned payment instruments as well as all collection fees and enforcement, in addition to other amounts due for any delinquent balance. Dual credit students are not eligible for financial aid, emergency loans, and/or installment/deferment plans. The Business Office will be reviewing all Dual credit participants' accounts and removing students from the plans previously listed, and all fees associated with them will be deducted from their final balance.

Neil Terry 09/09/2026
Dr. Neil Terry Date
Executive Vice President and Provost
West Texas A&M University

Dr. Kara Sue Garlitz 9/4/2026
Dr. Kara Sue Garlitz Date
Superintendent
Nazareth Independent School District