MEMORANDUM OF UNDERSTANDING

BETWEEN DEL MAR COLLEGE DISTRICT AND FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT PATHWAY IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL DUAL ENROLLMENT PROGRAMS

Del Mar College District (**DMC**) and the Flour Bluff Independent **SCHOOL DISTRICT** enter into this Memorandum of Understanding and Articulation Agreement (collectively hereinafter "Agreement") concerning the concurrent enrollment of students at **FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT** and **DMC** for simultaneous academic high school, college credit and continuing education programming further referred to as **DUAL ENROLLMENT**. For purposes of this agreement, each institution will hereinafter be referred to as "**DMC**" and the "**SCHOOL DISTRICT**".

Flour Bluff Independent School District Pathway in Technology Early College High School (PTECH) and DMC for simultaneous academic high school and college credit and continuing education programming. PTECH provides outreach, curricula, student learning and support programs that enable the participating students to combine high school courses with college-level courses during 9th-12th grade. Students earn a high school diploma and have the opportunity to obtain an associate degree or certificates in Construction and Health Science.

The purpose of this Agreement is to define the roles, responsibilities, and expectations of both **DMC** and the **SCHOOL DISTRICT** for dual enrollment credit and continuing education programs. This agreement ensures that each Party complies with all laws, rules and regulatory guidelines pertaining to all dual enrollment programs to include Texas House Bill No. 1638 which specifically aligns with State Dual Credit Goals (**SDCG**) and with Texas House Bill No. 8 supporting the new funding model that rewards colleges for awarding degrees, certificates and other "credentials of value".

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of mutual benefits, the parties to the agreement, the **SCHOOL DISTRICT** and **DMC**, agree as follows:

I. ELIGIBLE COURSES

<u>In accordance with Rule 4.85 of Title 19 of the Texas Administrative Code (TAC), DMC may</u> offer the following types of dual enrollment courses:

- A. Courses that are in **DMC's** Core Curriculum (available on the **DMC** website).
- B. Courses in an active field of study curriculum as developed and approved by the Texas Higher Education Coordinating Board under section 61.823 or program of study curriculum developed under section 61.8235.
- C. Courses under Texas House Bill No. 8 and selected as Career Technical Education (CTE) and/or credentials of value in a high demand workforce education related program of study in accordance with the current edition of the Workforce Education Course Manual (WECM).
- D. Courses defined as remedial or developmental are not eligible for dual enrollment programs.
- E. Students enrolling in classes with **DMC** must proceed towards both high school credit and college credit as well as align with the following: 42-hour Texas Common Core, certificates and up to 60 credit hours towards the student's intended college pathway or earn transferrable credit towards a baccalaureate degree.
- F. Students who declare a major leading to either a CTE certificate or an Associate degree may also enroll in academic dual credit courses limited to the five general education courses needed to obtain the AAS degree while not exceeding the limitation on dual credit courses per semester described above
- G. Continuing Education courses in these major industries including patient care technician, certified nurse aide (C.N.A.), echocardiography (EKG) technician, phlebotomy technician, pharmaceutical technician, construction, building trades, welding, HVAC, medical assistant, instrumentation, automotive, computer science, and millwright.
- H. DMC and SCHOOL DISTRICT enter an agreement of allowing students to enroll in courses

leading to a Texas Higher Education Coordinating Board (THECB) approved credentials of value such as Institutional Credentials that Lead to Licensure or Certification (ICLC), Occupational Skills Award (OSA), Certificate Level 1, Certificate Level 2, AA, AS, AAT, or AAS degree program as defined in Title 19, Part 1, Chapter 9, Rule 9.1-Definitions Administrative Code (19 Tex. Admin. Code § 9.1). Expansion of the courses and programs offered at a location is subject to the policies and deadlines of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). **DMC** must seek approval from SACSCOC to offer 50% or more of a certificate or degree at a location based on the following SACSCOC deadlines: In order to have adequate time to research, write, and process the SACSCOC-required proposals, all requests to expand or start new programs must be submitted to **DMC** by November 1 to start in the following Fall Semester and by May 1 to start in the following Spring Semester. Requests are processed in the order in which they are received from all **DMC** locations.

I. Any TEKS not covered by the College course will be taught by the high school and accounted for separately from the required content of the College course.

II. PARTNERSHIP RESPONSIBILITIES (SDCG-1, 2, and 3)

- A. **DMC** and **SCHOOL DISTRICT** will collaborate on the following requirements as mandated in Texas House Bill No. 1638 (as codified in Texas Education Code 28.009):
 - 1. **DMC** hosting updated "Dual Enrollment 101" orientation sessions for **SCHOOL DISTRICT** high school counselors;
 - 2. **DMC** and **SCHOOL DISTRICT** posting dual enrollment information on their individual web pages reflecting the most current information;
 - 3. **DMC** and **SCHOOL DISTRICT** creating a marketing campaign on dual enrollment benefits;
 - 4. **DMC** and **SCHOOL DISTRICT** documenting and summarizing outreach efforts;
 - 5. **DMC** and **SCHOOL DISTRICT** ensuring student college readiness with respect to qualifying for and succeeding in entry-level, credit-bearing college courses leading to an associate degree or certificate without the need for remedial or developmental coursework.
- B. In accordance with Texas House Bill No. 8, the Financial Aid for Swift Transfer (FAST) Program establishes dual enrollment courses at no cost to educationally disadvantaged students enrolled in a Texas public or charter high school. **DMC** and **SCHOOL DISTRICT** will collaborate on the requirements listed including:
 - 1. **DMC** has elected to go beyond Texas House Bill No. 8 requirements and will waive tuition for students enrolled in dual enrollment programs through its Viking Promise Program. The Viking Promise Program extends the benefits of the FAST Program to ALL participating public school districts and charter school students.
 - 2. FAST Program eligible student requirements are: (1) a High School student enrolled at a public or charter school in an eligible dual enrollment course offered through Texas Education Code 130.008 (Courses for Joint High School and Junior College Credit) and Texas Administrative Code Chapter 4, Subchapter D, Rules 4.81-4.85 and (2) Educationally Disadvantaged (i.e., qualified for free/reduced lunch) at any time during the four years preceding the student's enrollment in dual enrollment courses.
 - 3. **DMC** will waive tuition for all dual enrollment enrolled students (FAST and non-FAST Program students).
 - 4. **DMC** will provide student advising to all students enrolled in dual enrollment courses to ensure courses taken align with an identified academic plan that leads to a 42-hour Texas Common Core, a credentials of value or certificates or transferrable credit toward a baccalaureate degree.
 - 5. **DMC** will provide support staff to assist participating students in completing the ApplyTexas application, the Free Application for Financial Aid (FAFSA) and the Texas Public Education Grant (TPEG) application.
 - 6. The **SCHOOL DISTRICT** shall: (1) determine student eligibility under the FAST Program criteria; (2) notify DMC of all eligible FAST and Non-FAST Program eligible students; (3) disclose to DMC the school's records, TEA records or other method used to determine student eligibility under the FAST Program for verification purposes; and (4) be responsible for purchasing all textbooks, access codes, equipment, and supplemental materials required for dual

- enrollment courses. Additional costs may include background checks, drug testing, license testing, uniforms, supplies and lab fees. **SCHOOL DISTRICT** should settle any outstanding invoices to DMC prior to the beginning of the subsequent semester.
- C. **DMC** and **SCHOOL DISTRICT** will collaborate to provide a course equivalency crosswalk or other methods of equating dual enrollment courses that identify the number of credits or credentials of value that may be earned for each course completed. Refer to Appendix I for more information.
- D. If **SCHOOL DISTRICT** is requesting a letter of support or partnership from **DMC**, then **SCHOOL DISTRICT** must provide **DMC** with a complete application for review at least 14 working days prior to any grant deadline.
- E. **DMC** and **SCHOOL DISTRICT** agree that in the event of an unforeseen event posing a health and safety risk such as a natural disaster or public health emergency on campus in-person courses and labs may be transitioned into remote, online learning as deemed appropriate. **DMC** faculty and instructors will work with students to minimize impact and provide accommodations for courses that cannot fully transition online.
- F. For billing purposes, the **SCHOOL DISTRICT** is responsible for providing **DMC** a breakdown or itemized listing of all students classified as either CTE or General Academic core courses 14 days after the census date of the DMC course.

III. Texas House Bill 1638 – Statewide Dual Credit Goals:

- **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.
- **Goal 2**: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.
- **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.
- **Goal 4**: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

IV. STUDENT ELIGIBILITY FOR DUAL ENROLLMENT PROGRAMS

Students from **SCHOOL DISTRICT** are eligible to enroll in **DMC's** dual enrollment programs at the onset of their 9th grade year and with approval from their school district. **DMC** requires **SCHOOL DISTRICT's** dual enrollment students to follow the College's enrollment procedures, guidelines, deadlines, and regular prerequisite requirements designated for that course (e.g., minimum scores on a specified placement test, minimum grade in a specified previous course, high school transcript etc.). A **SCHOOL DISTRICT** high school student is eligible to enroll in:

A. **DMC** academic credit courses if the student:

- 1. Demonstrates the following minimum college readiness standards (also known as "cut scores") for English Language Arts Reading (ELAR) and Mathematics on the TSI Assessment, Version 2.0 (TSIA2) that shall be used by an institution to determine a student's readiness to enroll in entry-level freshman coursework:
 - a. Mathematics (for college-level coursework with mathematics-intensive designation by the offering institution):
 - i. Have a College Readiness Classification (CRC) score of at least 950; or
 - ii. Have a CRC score below 950 and a Diagnostic level of 6; and
 - b. ELAR (for college-level coursework with reading, writing, or reading and writing-intensive designation by the offering institution):
 - i. Have a CRC score of at least 945 and an essay score of at least 5; or
 - ii. Have a CRC score below 945 and a Diagnostic level of 5 or 6 and an essay score of at least 5: or
- 2. Demonstrates college readiness for reading, writing and/or math-intensive courses by

achieving the minimum passing standards under the provisions of the Texas Success Initiative authorized by Texas Education Code Sec. 51.333 and specified in the Texas Administrative Code, Chapter 4, Subchapter C, Section 4.57 as follows: Reading-351, Math-350, Writing placement score of at least 340 and an essay score of at least 4 or a placement score of less than 340 and an ABE Diagnostic level of at least 4 and an essay score of at least 5; or

- 3. On an SAT exam taken on or after March 5, 2016, and taken within 5 years from the testing date, the student must achieve a 480+ on evidence-based Reading and Writing and a 530+ in Mathematics; or
- 4. On an ACT exam taken prior to February 15, 2023, and taken within 5 years from the testing date, the student must achieve a 23 Composite AND an English score of 19 and/or a 23 Composite AND a Mathematics score of 19.
- 5. On an ACT exam taken on or after February 15, 2023, and taken within 5 years from the testing date, the student must achieve a combined score of 40 on the English and Reading (E+R) tests and/or a score of 22 on the Mathematics test.
- B. Continuing Education and workforce credit courses contained in a Workforce Skills Award (WSA), Occupational Skills Award (OSA) or Level 1 Certificate Program shall not be required to provide a demonstration of college readiness for dual enrollment eligibility.

V. SCHOOL DISTRICT ENROLLMENT EXCEPTIONS

- A. A **SCHOOL DISTRICT** student who is exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual enrollment courses.
- B. **SCHOOL DISTRICT** shall assess each student for college readiness to engage in any college-level curriculum offered for college credit prior to the student's enrollment in such curriculum.
- C. For this assessment **SCHOOL DISTRICT** may use any instrument otherwise approved by the Board for Texas Success Initiative purposes in accordance with §4.54 (relating to Exemptions, Exceptions, and Waivers), §4.56 (relating to Assessment Instrument), and §4.57 (relating to College Ready and Adult Basic Education (ABE) Standards) of the Texas Administrative Code.
- D. After the assessment, **SCHOOL DISTRICT**, using guidelines established by **DMC**, shall determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.
- E. **DMC** programs of study may impose additional requirements for enrollment in any courses for dual enrollment programs that do not conflict with this section.
- F. **DMC** may require some students to pass eligibility requirements by external entities or pass physical assessment(s) by program requirements. (Examples would be drug screen, criminal history/background check, or interviews with faculty.)
- G. Each **DMC** class that a high school student enrolls in must substitute for a high school course that meets Texas Education Agency's (TEA) high school graduation or College, Career, Military Readiness (CCMR) requirements.
- H. **DMC** and **SCHOOL DISTRICT** agree that **SCHOOL DISTRICT** students are allowed to enroll in up to 15 college credit hours per fall and spring semesters (including 8-week semesters) and 6 college credit hours per summer semester. Students may only enroll in courses that align with a student's high school graduation plan.
- I. **DMC** may offer workforce dual enrollment programs to students who are enrolled in at least the 9th grade or higher-grade levels and required to complete an application packet and provide all requested documentation (varies by program) which may include but is not limited to immunizations, criminal background check, drug screen and other documentation of health history. A **DMC** Registration form may be required and signed by a parent/guardian, high school counselor/principal and a **DMC** official.

VI. LOCATION OF CLASS

Dual enrollment courses may be taught at the following locations with the following provisions:

A. The SCHOOL DISTRICT high school campus: SCHOOL DISTRICT will work with DMC to

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ensure that the high school's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction which includes the following:

- 1. Ensure that ISD dual enrollment instructor and dual enrollment students on the first day of each semester have all relevant instructional resources including required books and computer hardware and computer software for accessing courses, completing and submitting coursework, and secure testing.
- 2. Permit access to the College's electronic learning resources.
- 3. For high schools offering science courses, the schools shall meet the laboratory safety standards and have material/equipment that complies with the College's science course program requirements.
- 4. Schedule courses to meet state-mandated contact hours required for dual enrollment courses.
- 5. Designate a classroom for the college dual enrollment classes.
- 6. Assure no interruptions take place in the College dual enrollment class while in session such as removing students for high school activities.
- B. DMC Campus(es) and Center(s): DMC may offer dual enrollment courses at any of the following
 - 1. Heritage Campus, 101 Baldwin Boulevard, Corpus Christi, Texas 78404
 - 2. Windward Campus, 4101 Old Brownsville Road, Corpus Christi, Texas 78405
 - 3. Oso Creek Campus, 7002 Yorktown, Corpus Christi, Texas 78414
 - 4. Center for Economic Development, 3209 South Staples Street, Corpus Christi, Texas 78411
 - 5. Any official **DMC** Off-Campus Facility
- C. ONLINE or Distant Learning Programs
 - 1. **DMC** will:
 - a. comply with the standards and criteria of the SACSCOC; (SDCG-4)
 - b. adhere to criteria outlined in the Principles of Good Practice for Academic Degree and Certificate Programs and Credit Courses Offered Electronically; (SDCG-4)
 - c. provide students' academic support services appropriate for distance education such as advising, career counseling, library, and other learning resources; (SDCG-3)
 - d. provide online technical support via the Del Mar College Viking Help Desk during its regularly scheduled operating hours; (SDCG-3)
 - e. use the College's approved Learning Management System; (SDCG-3)
 - f. offer support and training for high school online course facilitators;
 - g.have the right for DMC faculty to refuse access to DMC online dual enrollment courses for **SCHOOL DISTRICT** campus facilitators/coordinators.
 - 2. **SCHOOL DISTRICT** will:
 - a. ensure that students who enroll in online courses complete DMC's approved Learning Management System's online student orientation module/course prior to enrollment to measure student readiness; (SDCG-3)
 - b. provide trained, online facilitators for courses that are offered online;
 - c. ensure that SCHOOL DISTRICT facilitators follow DMC's assigned task duties that do not interfere with **DMC** faculty instruction or course assignments as outlined in the **DMC** course svllabus:
 - d. provide appropriate equipment, web camera with microphone, software including exam security software, and network access as required by **DMC** from the first day of each semester;
 - e. assure that students have a quiet, uninterrupted environment while taking **DMC** course exams;
 - f. assure that students are allowed the maximum time to complete their **DMC** course exams as assigned by the **DMC** instructor;
 - g.ensure that its dual enrollment students have required books for all courses from the first day of each semester:
 - h.ensure that district networks and network security will allow students to access all **DMC** library and learning support services electronically via the district's network.

VII. STUDENT COMPOSITION OF CLASS

All students must meet dual enrollment admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85. Dual enrollment courses may be composed of the following:

A. Dual enrollment students only:

- 1. SCHOOL DISTRICT will ensure a minimum and a maximum number of enrollments mutually agreed upon by SCHOOL DISTRICT and DMC. Dual enrollment sections assigned to DMC faculty and/or ISD dual enrollment instructors must have a minimum of fifteen (15) students enrolled in Academic sections and twelve (12) in Career Technical Education sections (or other minimum enrollment as defined by program). Dual enrollment sections with fewer than the minimum enrollment may be canceled or moved online and reassigned to DMC faculty. Dual Enrollment programs will work with the School District on a case-by-case basis to determine options.
- B. Dual enrollment and college students.
- C. Mixed dual and high school students only under the following conditions:
 - 1. if the course involved is required for completion under the State Board of Education's High School Program graduation requirements and the high school involved is otherwise unable to offer such a course; or
 - 2. if the high school credit-only students are College Board Advanced Placement students.
- D. All school district students must be registered as a **DMC** dual enrollment student to participate in coursework.

VIII. ISD DUAL ENROLLMENT SELECTION, SUPERVISION, AND EVALUATION

DMC shall select instructors of dual credit and continuing education courses. These instructors must be regularly employed faculty members of **DMC** or must meet the same standards and approval procedures used by **DMC** to select faculty responsible for teaching the same courses at the main campus of **DMC**. Each approved dual credit or continuing education faculty member will be supervised by **DMC's** respective department chair or designee (**SDCG-4**). Credentialing of a **SCHOOL DISTRICT** dual enrollment instructor is subject to **DMC** programmatic need, departmental adjunct faculty hiring processes and SACSCOC credentialing requirements for the specific subject area.

- a. ISD Dual Enrollment Instructors who meet the SACSCOC and **DMC** qualifications will be given the opportunity to be paid up to \$2,500 per course for teaching as an instructor, provided the class enrollment meets the minimum class size of fifteen students or as agreed by **DMC**.
- b. Teaching general education courses at the undergraduate level: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (per SACSCOC, a minimum of 18 graduate semester hours in the teaching discipline) is required.
- c. When teaching associate degree courses designed for transfer to a baccalaureate degree: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (per SACSCOC, a minimum of 18 graduate semester hours in the teaching discipline) is required.
- d. When teaching associate degree courses not designed for transfer to the baccalaureate degree: bachelor's degree in the teaching discipline, or associate degree and demonstrated competencies in the teaching discipline is required.
- e. When teaching baccalaureate courses: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (per SACSCOC, minimum of 18 graduate semester hours in the teaching discipline) is required.

A. SCHOOL DISTRICT will:

- 1. For **SCHOOL DISTRICT**-employed faculty hereby referred to as "ISD dual enrollment instructor":
 - a. assist in identifying potential dual enrollment faculty and/or instructors;
 - b.notify **DMC** of any ISD dual enrollment instructor changes or absences to ensure that credentialed faculty instruct the course during the ISD dual enrollment instructors absence. Excessive absences by the ISD dual enrollment instructor must be reported to **DMC** as that may affect **DMC** required contact hours. If a change needs to be made, anyone providing instruction must meet the **DMC** credentialling standards;
 - c. allow release time from **SCHOOL DISTRICT** duties to attend the announced dual enrollment professional development trainings and required **DMC** instructional departmental meetings

- provided by DMC; (SDCG-Requirement)
- d.ensure that **SCHOOL DISTRICT** dual enrollment instructor who are assigned as **DMC** embedded instructors that they use as a requirement their assigned **DMC** email account for communication with students and **DMC**:
- e. ensure that all assigned **SCHOOL DISTRICT** dual enrolled instructor must conduct and report results of any required departmental or College-wide assessments of student learning;
 - f. ensure that ISD dual enrolled instructor coverage for a particular course is adequate and always available to allow for the course to proceed continuously and without interruption.
- 2. For **DMC**-employed faculty and adjuncts who teach at the high school campus (hereby referred to as "on-site"), the **SCHOOL DISTRICT** will:
 - a. ensure that **DMC** on-site faculty meet **SCHOOL DISTRICT's** background screening requirements and comply with required codes of conduct for public school educators;
 - b.provide faculty orientation prior to the start of the new academic year to discuss issues including, but not limited to, campus protocols, classroom assignments, equipment, network access, computer usage, safety, testing, special events, and points of contact.

B. **DMC** will:

- 1. For ISD dual enrollment instructors: provide training, points of contact, and administrative support relevant to faculty duties including certifying class rolls, submitting class rosters by **DMC's** Census Date (as defined by **DMC**), submitting online grades, etc.;
- 2. For on-site faculty:
 - a. contact **SCHOOL DISTRICT's** dual enrollment points of contact for ISD dual enrollment instructor absences;
 - b.provide support via an assigned Dual Enrollment Coordinator.

IX. COURSE CURRICULUM, INSTRUCTION, GRADING, AND TESTING

- A. **DMC** shall ensure that a dual enrollment course is equivalent to the corresponding course offered at the campus of **DMC** with respect to the curriculum, materials, instruction, and method/rigor of the student's evaluation. These standards must be upheld regardless of the student composition of the class. **(SDCG-4)**
- B. Dual enrollment courses provide advanced academic instruction beyond or in greater depth than the Texas Essential Knowledge and Skills (TEKS) for a corresponding high school course.
- C. Instructional Calendar
 - 1. Dual enrollment classes will follow the **DMC's** semester and/or quarterly academic calendar.
 - 2. Exceptions may be arranged through collaboration between **DMC** and the **SCHOOL DISTRICT**.
- D. Instructional Materials: Textbooks and Supplemental Materials
 - 1. **SCHOOL DISTRICT** will be responsible for purchasing all textbooks, access codes, equipment, and supplemental materials required for dual enrollment classes.
 - 2. **SCHOOL DISTRICT** shall make textbooks and materials available to students on the first-class day of each semester.
 - 3. **DMC** will utilize the Open Education Resource (OER) textbooks and instructional resources, as often as possible at no cost to the **SCHOOL DISTRICT.**
 - 4. **DMC** faculty are responsible for selecting the appropriate text and required materials for any dual enrollment course. OER will be explored and selected at the department level when it is in the best interest of learning.
 - 5. Exceptions must be discussed with the **DMC** Dual Enrollment Directors and the **DMC** Department Chair no later than one week before the start of the semester.
 - 6. **DMC** faculty may choose to participate in a "textbook program" with **DMC's** onsite textbook company, Texas Book Company. Texas Book Company is a private third-party company that is located on the Heritage Campus of **DMC** and is not affiliated directly with **DMC**. The current program offers selected course materials at a tuition and textbook/bundle cost. **SCHOOL DISTRICT** may choose not to enroll their students into the course sections. If **SCHOOL DISTRICT** is responsible for understanding and adhering to the textbook's options.

E. Grading

- 1. **DMC** will provide **SCHOOL DISTRICT** midterm grades for regular long semesters (excluding summer and 8-weeks' semesters) and end-of-semester numeric grades electronically via a secured network for dual enrollment classes.
- 2. For dual enrollment courses, **SCHOOL DISTRICT** will submit final semester letter grades according to **DMC's** electronic grade submission protocol by the agreed-upon date.

F. Online Testing

- 1. All **SCHOOL DISTRICT** students who will be taking any online exam will be required to use a web camera with a microphone and required software including exam security software.
- 2. **SCHOOL DISTRICT** will also make proctors available to students for all **DMC** online exams throughout the fall and spring semesters if needed.
- 3. All test proctors must be employees of **SCHOOL DISTRICT** and cannot be students, mentors, or other non-employee volunteers.
- 4. All testing proctors/facilitators must validate the identity of each student prior to the start of each exam. Each student is required to show a valid ID such as a current school ID, state-issued ID, or passport. If a student does not have an ID, the test will not be administered.
- 5. All **SCHOOL DISTRICT** students are required to sign in with the test proctor/facilitator before the start of the exam. **SCHOOL DISTRICT** proctors/facilitators will provide a separate sign-in sheet for each exam/class/instructor. The sign-in sheet will include the time and date of the exam.
- 6. **SCHOOL DISTRICT** facilitators will submit scanned copies of all exam sign-in sheets to the **DMC** instructor of record and eLearning (dcproctor@delmar.edu) by email no later than 48 hours after the exam.
- 7. Each proctor will assist in keeping the academic integrity of the course and exams. This means maintaining an environment that fosters the prevention of plagiarism, collusion, or cheating.
- 8. Proctors will make allowances for additional testing materials and accessibility accommodations.
- 9. In the event of an emergency and courses move from face-to-face to online delivery, **SCHOOL DISTRICT** agrees to work with **DMC** to implement appropriate testing strategies to maintain the academic integrity of the course.
- G. ISD dual enrollment instructors must meet all departmental and program assessment requirements, census and grade deadlines, and academic requirements as determined by the department.

X. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

- A. Regular academic policies applicable to courses taught at **DMC's** campuses must also apply to dual enrollment courses taught at the **SCHOOL DISTRICT** campus. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc. (**SDCG-3**)
- B. Students requesting disability accommodations for TSI or dual enrollment classes must schedule an intake appointment with **DMC's** Center for Access and Advocacy and are responsible for providing the appropriate documentation such as assessment reports, letters from qualified evaluators and/or professionals, ARD, or 504 documents.
- C. DMC will comply with the Family Educational Rights and Privacy Act (FERPA) (20U.S.C. §1232g; 34 CFR Part 99). All information provided to DMC relating to educational records will be confidential, and DMC will not disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for their own benefit or the benefit of another, any confidential information unless permitted by FERPA or required by the laws of the State of Texas. Students must have an updated FERPA form on file identifying who can receive information on their behalf.
- D. **DMC** and **SCHOOL DISTRICT** administrators may exchange student information on a participating dual enrollment student who is enrolled in the program.
- E. Professional and student representatives will collaborate in spreading the college-going message among students and parents and provide a general overview of the college experience, college and course selection, test preparation, and completion of financial aid and admission

XI. USE OF DEL MAR COLLEGE INFORMATION TECHNOLOGY RESOURCES

- A. **SCHOOL DISTRICT** dual enrollment students to include associated program staff and ISD dual enrollment instructors who are authorized to use the computer and/or network resources of **DMC** accept the responsibility for reasonable and legitimate use as specified by the following policies:
 - 1. **DMC** 2023 2024 Manual of Policies and Procedures:
 - a. B7.13 Standards of Student Conduct Policy
 - b.B3.23 Computer and Network Resources Use Policy
 - c. A3.23.1 Legitimate Use
 - d. A3.23.2 Ownership and Copyright
 - e. A3.23.3 Responsibilities of the User
 - f. A3.23.5 Violation and Consequences
 - 2. **DMC** reserves the right to take any necessary actions without notice, if required, to protect College information systems and data against misuse or damage. This includes the possible suspension or termination of system access accounts and/or network access.
 - 3. **DMC** information systems are monitored for performance, security, and government regulatory compliance. System users understand and acknowledge that there is no expectation of privacy when using College information systems except as specifically provided for under the FERPA or other applicable law.
- B. SCHOOL DISTRICT acknowledges that DMC does not restrict student access to Internet resources except as specified by the above-listed policies. The College does not employ technical controls capable of selectively restricting or controlling access to Internet resources based on demographic information such as a person's age. In accordance with the defined system limitations described above, SCHOOL DISTRICT agrees that it assumes all responsibility for the conduct of SCHOOL DISTRICT students and staff while using College networks and information resources including any damage, loss, or theft to college information resources and/or data and any possible legal actions resulting from misuse, policy violations, or misuse by minor students.

XII. STUDENT ENROLLMENT AND ATTENDANCE

SCHOOL DISTRICT will monitor student attendance according to **DMC** protocols and will follow College Policy and course syllabi attendance requirements.

- A. Students must attend and/or log onto their online or face-to-face dual enrollment class regularly and turn in all required assignments. Students may be withdrawn for lack of attendance and/or lack of progress. This attendance policy pertains to all students enrolled in any section of a dual enrollment course on any campus. If for any reason a **SCHOOL DISTRICT** student is not attending the dual enrollment class at the school or online regularly, the student may be withdrawn from the **DMC** class (including students who are sent to an alternative school as well as homebound students).
- B. All students are responsible for reading and abiding by each course syllabus which includes course-grading rubric, assignments, due dates, course policy, test, and quiz dates.
- C. All students must make prior arrangements with each **DMC** instructor if they are unable to attend class due to conflicting events taking place on or off the high school campus. Excused/makeup assignments, quizzes or exams are subject to **DMC** faculty approval.
- D. Students underperforming are encouraged to withdraw from the course before the "Last Day to Withdraw" deadline after conferring with their instructor or Dual Enrollment Coordinator. If the student remains in the course after the "Last Day to Withdraw", the student will be awarded the grade earned on his/her **DMC** transcript.
- E. All **SCHOOL DISTRICT** students are responsible for knowing and adhering to **DMC's** "Last Day to Withdraw" deadlines as listed on the **DMC** Academic Calendar found on the **DMC** website or course syllabus, and they are responsible to submit a **DMC** Drop/Withdrawal form to

- **DMC** Registrar's Office via in person, fax or email.
- F. Students are expected to meet academic standing as defined in the **DMC** catalog to continue in the Dual Enrollment Program offered by **DMC**.
- G. Students shall be responsible for reading and complying with all applicable **DMC** policies, including, but not limited to, conduct, academic integrity, and disciplinary policies.
- H. Students may be required to provide proof of current bacterial meningitis vaccination. Please visit THECB link for more information: https://www.highered.texas.gov/our-work/supporting-our-institutions/institutional-resources/other-institutional-resources/bacterial-meningitis/.

XIII. COST/FINANCIAL ASSISTANCE

- A. Courses that fall under the dual enrollment guidelines are eligible for a tuition waiver set by Texas House Bill No. 8 and **DMC's** Board of Regents. This includes both credit and continuing education courses.
- B. Dual enrollment participating students are eligible to apply for **DMC** Foundation scholarships.

XIV. TRANSCRIBING OF CREDIT

- A. Students who are enrolled at **SCHOOL DISTRICT** and who have earned college credit/grades through **DMC's** Dual Enrollment Program will have those credit(s)/grade(s) reflected on their college and high school transcripts.
- B. Students seeking to convert a Continuing Education course to credit must submit a Petition to Record Credit form. Students will need to contact a Del Mar College advisor to begin the process or to find out more information.
 - 1. Assessment of prior learning may be requested related to credit by exam, credit by license, certification, state registration and continuing education credits (noncredit), or by departmental exam via the Petition to Record Credit form. Coursework taken through Continuing Education at Del Mar College may be awarded credit through this process when there is documentation that the coursework is equivalent to a designated credit experience with a letter grade.
- C. **SCHOOL DISTRICT** student has the right to appeal a grade that they have received. The evaluation of academic work is the prerogative of the instructor, and the rules for determining the final course grade should be established by the instructor and provided to the students in an electronic or printed course syllabus at the beginning of the semester. A student who believes that grounds exist for the appeal of a final grade must first consult with the instructor and follow **DMC's** grade appeal process outlined in A7.12.4 in the **DMC** policy.

XV. SAFETY AND SECURITY MEETING

Prior to the start of the **DMC** Fall semester (and no later than September 15), the parties shall meet to review their respective safety and security plans applicable to the terms and conditions of this Agreement. The meeting will be coordinated and scheduled by the **DMC** Dual Enrollment Office, and the respective heads of security and safety for each of the parties and other appropriate personnel shall attend.

XVI. TRANSPORTATION

The **SCHOOL DISTRICT** is responsible for providing student transportation during ISD academic school year to and from the College as required for any courses taught on any of the **DMC** campuses.

XVII. CONDITIONS FOR RENEWAL AND TERMINATION

This Agreement will take effect on the date signed and will remain in effect upon the parties signing a "Letter of Notification" on an annual basis. **DMC** and **SCHOOL DISTRICT** reserve the right to terminate this Agreement at the end of a semester by providing written notice to the other party at least sixty (60) days prior to the date of termination. Termination agreements will be agreed upon

between both parties.

XVIII. NOTICES

All written notices provided to the parties pursuant to this Agreement shall be forwarded to each party at the address indicated below. Such notices shall be considered duly and properly given when delivered in person or received by either party via U.S. mail or any other delivery service provider.

XIX. MEDIATION

Except for the immediate remedy of injunctive relief, neither party will resort to litigation without first submitting any dispute regarding the subject matter of this Agreement to mediation.

XX. GOVERNING LAW AND VENUE

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. Any legal action brought in state court shall have venue in Nueces County, Texas.

XXI. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter that is not contained herein shall be valid or binding.

XXII. NON-DISCRIMINATION/EOUAL OPPORTUNITY

The parties shall provide all services and fulfill all obligations associated with the subject matter of this Agreement in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (34 C.F.R. Section 106, et seq.), Section 504 of the Rehabilitation Act of 1973, and all other applicable anti-discrimination laws.

XXIII. <u>LEGAL CONSTRUCTION</u>

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

DEL MAR COLLEGE

101 Baldwin Boulevard Corpus Christi, TX 78404

Mark Escamilla, Ph.D.

Mark Escamilla, Ph.D. (Sep 5, 2024 16:24 CDT)

Mark Escamilla, Ph.D. President and CEO

09/05/24

Dr. Jonda Halcomb

Vice President and Chief Academic Officer

08/30/24

Date

Executive Vice President & COO

09/04/24 Date

FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT

2505 Waldron Road Corpus Christi, TX 78418

Chris Steinbruck Interim Superintendent

08/30/24

APPENDIX-I

FY 2024-2025 FLOUR BLUFF ISD - PTECH DUAL ENROLLMENT CROSSWALK

| | Del Mar College | Del Mar College | College | | High School | |
|-----------------------------|----------------------|---|---------------------|------------------------------------|-------------|--|
| Foundational Component Area | Course Number | Course Title | Credit Hours | ISD Course Title | Credit | |
| ACADEMIC CORE COURSES | | | | | | |
| Communications | ENGL 1301 | Composition I | 3 English 4A | | 0.5 | |
| 6 Credit Hours | ENGL 1302 | Composition II | 3 | English 4B | 0.5 | |
| (Two Courses) | SPCH 1311 | Introduction to Speech Communication | 3 | Communications Applications | 0.5 | |
| Mathematics | MATH 1314 | College Algebra | 3 | Independent Studies in Math | 1 | |
| 3 Credit Hours | | | | | | |
| (One Course) | | | | | | |
| Life and Physical Science | BIOL 1406 | Biological Concepts I: Cellular and | 4 | AP Biology A | 0.5 | |
| 6 Credit Hours | BIOL 1407 | Biological Concepts II: Evolution, Diversity, | , 4 | AP Biology B | 0.5 | |
| (Two Courses) | | Structure, Function, and Environment | | | | |
| American History | HIST 1301 | United States History I | 3 | US History A | 0.5 | |
| 6 Credit Hours | HIST 1302 | United States History II | 3 | US History B | 0.5 | |
| (Two Courses) | | | | | | |
| Government | GOVT 2305 | Federal Government: Federal Constitution | 3 | US Government | 0.5 | |
| 6 Credit Hours | | | | | | |
| (Two Courses) | GOVT 2306 | Texas Government: Texas Constitution and Topics | 3 | Special Topics in Social Studies | 0.5 | |

Memorandum of Understanding 2024-2025 **SCHOOL DISTRICT** and **DEL MAR COLLEGE** Dual Enrollment Programs

FY 2024-2025 FLOUR BLUFF ISD - PTECH DUAL ENROLLMENT CROSSWALK

| | Del Mar College Course Number | Del Mar College Course Title | College CE Hours | ISD Course Title | High School Credit | Fall/Spring | Grade | Certification |
|---|----------------------------------|------------------------------------|---------------------|--------------------------------|-----------------------|-----------------|-------|-----------------------------------|
| CONTINUING EDUCATION COURSES - HEALTHCARE | | | | | | | | |
| Year 1 | N/A | N/A | N/A | Principles of Health Science | 1 | Fall and Spring | 9 | |
| Year 2 | N/A | N/A | N/A | Medical Terminology | 1 | Fall and Spring | 10 | |
| Year 3 | ECRD 1011 | Electrocardiography | 136 | Health Science Theory #A | 0.5 | Fall | 11 | Electrocardiography Technician |
| | PLAB 1023 | Phlebotomy | 136 | Health Science Theory #B | 0.5 | Spring | | Phlebotomy Technician |
| Year 4 | NUPC 1020 | Patient Care Technician | 136 | Practicum in Health Science #A | 1 | Fall | | Patient Care Technician |
| | MCDA 1000 | Basic Medical Assistant Technology | 32 | | 1 | Spring | 12 | Medical Assistant |
| | PHRA 1009 | Pharmaceutical Mathematics | 32 | Practicum in Health Science #B | | | | |
| | HITT 1013 | Coding and Insurance | 48 | | | | | |
| | MDCA 1054 | Medical Assistant Exam Review | 16 | | | | | |

| CONTINUING EDUCATION COURSES - CONSTRUCTION TRADES | | | | | | | | |
|--|-----------|---|-----|------------------------------|-----|--------|----|-----|
| Level 1 | CNBT 1091 | ST: Exploring Careers in Construction Industry | 64 | Principles of Construction A | 0.5 | Fall | 9 | |
| | CNBT 1091 | ST: Exploring Careers in Construction Industry | 64 | Principles of Construction B | 0.5 | Spring | 9 | |
| Level 2 | CRPT 1029 | Introduction to Carpentry | 128 | Construction Tech 1A | 1 | Fall | | |
| | CRPT 1000 | Carpentry Maintenance Skills | 48 | Construction Tech 1B | 1 | Spring | 10 | |
| | CRPT 1010 | Basic Construction Safety | 40 | construction reen 15 | | | | IBC |
| Level 3 | CRPT 1091 | ST: Basic Framing | 112 | Construction Tech 2A | 1 | Fall | 11 | |
| | CBFM 1000 | Building Maintenance Skills | 128 | Construction Tech 2B | 1 | Spring | 11 | |
| Level 4 | CNBT 1004 | Building Remodeling | 96 | Construction Practicum 3A | 1 | Fall | 12 | |
| | CNBT 1002 | Mechanical, Electrical & Plumbing Skills | 128 | Construction Practicum 3B | 1 | Spring | 12 | |

APPENDIX-II DEL MAR COLLEGE RESOURCES

SUPPORT SERVICES

Student Success Center

The Student Success Center (SSC) provides academic support for students who want assistance outside of the regular classroom.

WEBSITE: http://www.delmar.edu/ssc

Career Development Office

The Career Development Office offers information, assistance and guidance to you and alumni interested in identifying and planning a new career, preparing for employment, changing careers or providing referrals to part-time, full-time and career positions.

WEBSITE: http://www.delmar.edu/placement

Counseling Center

The Counseling Center provides short-term individual, couples, and group counseling. Licensed Professional Counselors are available to provide emotional support to students and assist with the development of social, behavioral and other life skills.

WEBSITE: http://www.delmar.edu/counseling

Center for Access and Advocacy

Students experiencing situations that may impede their academic success to include difficulty balancing life's priorities with the demands of attending college are encouraged to contact an Advocacy Specialist at (361) 698-1292 to schedule an appointment.

WEBSITE: http://www.delmar.edu/disability and http://www.delmar.edu/advocacy

Vikings Care

Del Mar College recognizes that our students are impacted by life barriers that may jeopardize your academic and personal success, such as food, housing and utilities, child care, and clothing. These campus and community resources are intended to help eliminate those barriers and support our students so they can meet their academic goals!

WEBSITE: http://www.delmar.edu/vikingscare

LEARNING LABS AND CENTERS

Stone Writing Center

The Stone Writing Center (SWC) The SWC offers instructional programming, focusing on a variety of skills. Featured resources include SWC Experiences, workshops on demand, workshops on Windward, Roxy Writer Blog, and online tips sheets.

WEBSITE: http://www.delmar.edu/swc

INDIVIDUAL LABS/CENTERS

Language Labs

The Lab provides computerized language instruction, review materials and conversational practice. You can use computers, audio players, videos, and camcorders. Lab assistants lead conversational practice groups that emphasize oral interaction and proficiency.

WEBSITE: Languages Lab - Del Mar College

Speech Communication Center

If you want help in the creation and performance of any speech activity, the Speech Communication Center (SCC) is the place to be, located in General Academic and Music Building in GENC, Room C117 on the Heritage Campus

WEBSITE: Speech Communication Center - Del Mar College

Math Learning Center

Enrolled in a Mathematics course and crave secondary instruction or just need a place to study? Then join the hardworking individuals in the Math Learning Center (MLC). With over 75 years of teaching and tutoring experience, students can expect the highest quality of supplemental instruction from the expertly trained staff mentored and supported by the MLC coordinators. The MLC coordinators are degreed full-time faculty with the Mathematics Department.

WEBSITE: http://www.delmar.edu/mlc

Testing Center

The Del Mar College Testing Center seeks to provide high quality testing services for students, graduates, professionals, and those from the surrounding community. We strive to administer tests in a pleasant, quiet, technologically advanced environment by specially trained diverse staff with the goal of promoting satisfaction and achievement in reaching academic and professional goals. The Del Mar College Testing Center's mission is to provide reliable testing administration and high-quality customer service in a secure environment that facilitates academic success.

WEBSITE: http://www.delmar.edu/testing

RESOURCES

Library Facilities

DMC libraries offer a wide variety of resources for student success including thousands of physical books and audiovisual media, e-books, streaming audio and video, and full text online databases with millions of journal and magazine articles. The libraries' discovery service, Beacon, is the gateway to all of these resources and is available on the Del Mar College Libraries website (https://delmar.edu/library). Online resources can be accessed from off-campus with college-issued WebDMC login credentials. Library materials may be borrowed upon presentation of a valid Del Mar College ID card. Librarians and staff are available to assist with using the information resources in person, by phone, and online via our chat service. WEBSITE: http://www.delmar.edu/library

Computers on Campus

COMPUTER AND NETWORK RESOURCES USE POLICY

Students are granted the privilege to use the computer and/or network resources of Del Mar College and accept the responsibility for reasonable and legitimate use. Legitimate use of computer and network resources is limited to College-related instruction, independent study, research, official college work and other specific uses as expressly authorized by the College.

WEBSITE: <u>Technology Resource Center - Del Mar College</u>

Help Desk

The Help Desk is the central point of contact for all computer, software, and web-related questions. We are here to serve students, faculty, and staff.

WEBSITE: Help Desk - Del Mar College

Center for Access and Advocacy

Del Mar College faculty and staff in general and the Center for Access and Advocacy staff in particular are committed to ensuring equal access to College services, programs and activities for qualified students with disabilities in accordance with The Americans with Disabilities Act of 1990 (ADA), The Americans with Disabilities Act Amendment Act of 2008, Section 504 of the Rehabilitation Act of 1973 and applicable Texas state laws. As such, students shall not be excluded from participation in, denied benefits of, or be

subjected to discrimination under any program or activity of the College.

WEBSITE: http://www.delmar.edu/disability and http://www.delmar.edu/advocacy

Stone Writing Center

The Stone Writing Center (SWC) at Del Mar College offers on-campus services on Heritage Campus, Oso Creek Campus, and Windward Campus and online services in Canvas.

The SWC at the Heritage Campus is temporarily located in the Coles Building, CB 116 and CB 118, due to the closure of the White Library for renovation. SWC services are available on the second floor of the Library in the Main Building at the Oso Creek Campus and at the Academic Learning Center in the Emerging Technologies Building, ET A123, on the Windward Campus. For more information about the SWC's services, call (361) 698-1364 or visit the SWC website at http://www.delmar.edu/swc

Instructional Programs

The SWC offers instructional programming, focusing on a variety of skills. Featured resources include SWC Experiences, Instructional Workshops, Ask a Writing Tutor, Roxy Writer Blog, and Writers' Resources

Writing Tutorials

Students are encouraged to visit the SWC at any of its physical locations, and students can also receive help via SWC's Online Tutoring Program, housed in Canvas. The SWC offers the following services:

1. On-Campus Tutoring Program:

If students want to improve their writing skills, they should check out the on-campus professional writing consultation services and interactive workshops offered by the Stone Writing Center. Writing consultants can help students at any stage of the writing process. Students can also take advantage of the SWC's resources, including their popular writing blog and an extensive handout collection, by visiting the Stone Writing Center section of the Del Mar College website (http://delmar.edu/swc)). Services and resources are available to all students in all disciplines.

2. Online Tutoring Program:

If students prefer to receive help online, they should consider submitting their work to the Stone Writing Center Online (SWC Online), housed in Canvas. Writing consultants will read students' work online and will send them individual comments to help them become stronger writers. Students can self-enroll in this service by visiting the Stone Writing Center section of the Del Mar College website http://www.delmar.edu/swc

3. Ask a Writing Tutor Program:

This program allows students to speak with an SWC writing consultant by phone to ask quick questions about writing and submitting to SWC Online. For information regarding the hours of this program, call (361) 698-1364 or visit the Stone Writing Center section of the Del Mar College website http://www.delmar.edu/swc

Stone Writing Center at Oso Creek

In addition to on-campus tutoring services, the SWC at Oso Creek also has computers and printers for student use. Students can also choose to work collaboratively in the small study rooms, study by themselves in comfortable, soft seating options, or just take a break and enjoy the beautiful view from the second floor. For more information about the SWC's Oso Creek location, please call 361-698-2099.

Academic Learning Center at Windward

The Academic Learning Center (ALC), located in ET A123 of the Emerging Technologies Building on the Windward Campus, is staffed by faculty and staff from the Math Learning Center and the Stone Writing Center.

Instructional Programs

The ALC is available for students who need a study space, computer, or printer. Writing consultants and math tutors are available to assist students on a walk-in basis with writing assignments and/or math-related courses. For more information about ALC services and hours, call (361) 698-1860. Services and resources are available to all students in all disciplines.

Writing Tutoring Program:

Writing consultants are available to assist students on a walk-in basis with writing assignments. Writing consultants can help students at any stage of the writing process. Services and resources are available to all students in all disciplines.

Math Tutoring Program:

Math tutors are available to help students on a walk-in basis with math-related courses.

Computer Use and Study Space:

In addition to offering math and writing tutorials, the ALC is also available for students who need a group of individual study space or access to a computer and printer.

FY 2024-2025 MOU Dual Enrollment - Flour Bluff ISD PTECH

Final Audit Report 2024-09-05

Created: 2024-08-14

By: Kathryn Smart (ksmart@delmar.edu)

Status: Signed

Transaction ID: CBJCHBCAABAADFiH-aklFMTQdXI8EzU4bMn9JksDpAvB

"FY 2024-2025 MOU Dual Enrollment - Flour Bluff ISD PTECH" History

- Document created by Kathryn Smart (ksmart@delmar.edu) 2024-08-14 6:33:32 PM GMT- IP address: 172.87.142.98
- Document emailed to csteinbruck@flourbluffschools.net for signature 2024-08-14 6:35:20 PM GMT
- Email viewed by csteinbruck@flourbluffschools.net 2024-08-15 8:43:52 PM GMT- IP address: 146.75.164.1
- Email viewed by csteinbruck@flourbluffschools.net 2024-08-30 1:49:40 PM GMT- IP address: 93.180.203.123
- Signer csteinbruck@flourbluffschools.net entered name at signing as Chris Steinbruck 2024-08-30 1:49:58 PM GMT- IP address: 24.155.2.205
- Document e-signed by Chris Steinbruck (csteinbruck@flourbluffschools.net)

 Signature Date: 2024-08-30 1:50:00 PM GMT Time Source: server- IP address: 24.155.2.205
- Document emailed to Jonda Halcomb (jhalcomb@delmar.edu) for signature 2024-08-30 1:50:02 PM GMT
- Email viewed by Jonda Halcomb (jhalcomb@delmar.edu) 2024-08-30 2:24:51 PM GMT- IP address: 104.47.57.254
- Document e-signed by Jonda Halcomb (jhalcomb@delmar.edu)

 Signature Date: 2024-08-30 2:25:57 PM GMT Time Source: server- IP address: 172.87.142.98
- Document emailed to Lenora Keas (lkeas@delmar.edu) for signature 2024-08-30 2:26:00 PM GMT



Document e-signed by Lenora Keas (Ikeas@delmar.edu)

Signature Date: 2024-09-04 - 3:34:58 PM GMT - Time Source: server- IP address: 72.176.94.10

Document emailed to mescamilla@delmar.edu for signature 2024-09-04 - 3:35:01 PM GMT

Email viewed by mescamilla@delmar.edu 2024-09-04 - 4:49:09 PM GMT- IP address: 146.75.164.1

Email viewed by mescamilla@delmar.edu 2024-09-05 - 9:23:27 PM GMT- IP address: 104.47.56.254

Signer mescamilla@delmar.edu entered name at signing as Mark Escamilla, Ph.D. 2024-09-05 - 9:24:43 PM GMT- IP address: 172.87.142.98

Document e-signed by Mark Escamilla, Ph.D. (mescamilla@delmar.edu)

Signature Date: 2024-09-05 - 9:24:45 PM GMT - Time Source: server- IP address: 172.87.142.98

Agreement completed.
2024-09-05 - 9:24:45 PM GMT