



Dual Course Credit Partnership Agreement
Between
Lone Star College
and

This partnership for Award of Dual Course Credit Agreement ("Agreement") between Lone Star College ("College") and _____ ("School") is designed to allow high school students to earn dual course credit for immediate award of both high school credit and college certificate and/or associate degree credit. Individually, College and School are referred to herein as "Party" and collectively as "Parties."

WHEREAS, Texas Education Code ("TEC") §§ 28.009, 29.182, 29.184, and 130.008; and 19 Texas Administrative Code ("TAC") Chapter 4, Subchapter D and Chapter 9, Subchapter H authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a student for such course; and

WHEREAS, College and School desire to establish a Dual Credit Program.

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. Eligible Courses:

- a. College will evaluate courses offered for dual credit and will approve them through the curriculum approval process in accordance to the Texas Higher Education Coordinating Board requirements.
- b. Courses offered for dual course credit must be identified as college-level academic courses in the current edition of the *Lower Division Academic Course Guide Manual* or as college-level workforce education courses in the current edition of the *Workforce Education Course Manual*.
- c. Courses offered for dual credit are in College's approved undergraduate course inventory. The Course Crosswalk is a dynamic document that may be amended. (See Exhibit C Course Crosswalk.)
- d. Remedial and developmental courses are not offered for dual credit.
- e. Specific course offerings will be determined collaboratively by College and School.
- f. The College will only waive tuition for courses that are reimbursed by the state including courses in the 42-hour core curriculum, career, and technical education courses, and foreign language courses.

2. Student Eligibility Requirements:

- a. A high school student is eligible to enroll in dual credit courses if the student:
 - i. demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative ("TSI") as set forth in the Texas Administrative Code; and

- ii. demonstrates that the student is exempt under the provisions of the TSI.
 - b. A high school student is also eligible to enroll in academic and/or Level 2 workforce dual credit courses through the demonstration of TSI college readiness in reading, writing, and/or mathematics by achieving the minimum score as set forth in the Texas Administrative Code.
 - c. All students enrolled in secondary public, private, and home school are required to demonstrate college readiness.
 - d. Students must meet all of College's regular prerequisite requirements designated for that course.
 - e. Students must maintain a "C" or better to continue enrollment in the Dual Credit program.
3. Location of dual credit courses:
 - a. Dual credit courses may be offered at the School, College, online, or some combination.
 - b. Enrollment of School student in an online dual credit course will be reviewed with the parent/guardian and student. The review will serve to explain the requirements and expectations of online courses. The ultimate enrollment decision rests with College after consultation with the School counselor.
4. Student Composition of Classes:
 - a. Dual credit courses may be composed of dual credit students only or of dual and college credit students.

Exceptions for a mixed class, which would also include high school credit -only students, may be allowed in accordance with the Texas Administrative Code's requirements.
5. Faculty Selection, Supervision, and Evaluation:
 - a. College shall select instructors of dual credit courses. These instructors must be regularly employed faculty members of College or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges, which are listed in Exhibit D Faculty Credential Table) and approval procedures used by College to select faculty responsible for teaching the same courses at the main campuses of College.
 - b. College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campuses of College.
 - c. The School faculty teaching the dual credit course at the School will do so as part of a regular teaching assignment. Such instructors will comply with College's standards for instruction. College must approve all instructors prior to any teaching. Any changes in teaching assignments must be approved by College. College shall provide all instructors for online dual credit courses.
 - d. The School shall provide, free of charge, a School employee or other individual approved by College to proctor all assessments as needed for online dual credit courses, to serve as a student mentor, to receive student performance email notifications, and any other reasonably necessary duties to facilitate this Agreement.

- e. Instructors shall be required by the College to participate in outcomes assessment activities.
 - f. Instructors, shall be required by the College to participate in College professional development activities.
 - g. Official transcripts of instructors must be received within 30 days of the start of the academic term.
 - h. Other pertinent employment documents must be submitted prior to the initial term and kept on file thereafter in the College Human Resources office.
6. Course Curriculum, Instruction, and Grading:
- a. School is responsible for determining that the College course(s) approved for dual course credit meets the essential skills and knowledge required by the Texas Education Agency.
 - b. Dual credit courses will be at a more advanced level than the courses taught at the high school level.
 - c. A dual credit course and the corresponding course offered at an College campus are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation.
 - d. Workforce programs offered as dual credit will meet requirements set forth by College and its accrediting and oversight bodies and agreed upon using Exhibit E Dual Credit Program Plan Amendment.
7. Academic Policies and Student Support Services:
- a. Regular College policies apply to dual credit courses.
 - b. Dual credit students are eligible to use the same or comparable support services afforded to all College students including services (e.g. academic advising and counseling), learning materials (e.g. library resources), and other benefits.
8. Transcription of Credit:
- a. School as well as College credit should be transcribed immediately upon a student's completion of the performance required in the course.
9. Funding Provisions
- a. Exhibit A Dual Credit Financial Agreement provides funding provisions in accordance with the State Board of Education and the Texas Higher Education Coordinating Board.
10. Tuition, Fees, Textbooks, and Supplies
- a. Exhibit A, Dual Credit Financial Agreement, describes in detail the tuition waivers, fees, textbooks, and supplies for students receiving dual credit. Textbooks to be used in Dual Credit courses must be approved by the College.
 - b. Fees for online dual credit courses will align with the College tuition and fee schedule. (See Exhibit B Fee Schedule.)

- c. Additional supplies may be required in some programs and details will be agreed upon in writing using Exhibit E, Dual Credit Program Plan Amendment.

11. Payment for Services

- a. Payment for instructional services for School teachers during regular school hours as part of their School work load, with the exception of online dual credit faculty, is explained in Exhibit A Dual Credit Financial Agreement.
- b. College shall be responsible for compensating the online dual credit faculty in accordance with College policy and procedures.
- c. Additional financial arrangements may be outlined in subsequent Dual Credit Program Plan Amendments.

12. Civil Rights Compliance, Complaints about Student Conduct and Student Discipline

- a. College and School have in place policies and procedures to receive, investigate and promptly resolve student and employee complaints alleging civil rights violations. Nothing in this Agreement shall change the obligations of each to have in place and to utilize its own complaint resolution processes for students enrolled at College or School including dual credit enrolled students. College and College agree that each will cooperate with any investigations conducted by the other.
- b. In the event that a student enrolled in the dual credit program taught at College engages in conduct that would result in disciplinary action against a College student, College agrees to advise School of the conduct prior to the finalization of any disciplinary action against the student. However, College may remove a student from the class or from the premises in the event that the student engages in conduct that is considered to be disruptive, dangerous, or threatening to others, without prior communication with the School.
- c. Students enrolled in dual credit educational programs are subject to the academic and disciplinary policies and standards of both College and School. College and School agree to inform the other if a dual credit student is subject to disciplinary action that may affect his or her status as a dual credit enrolled student.

13. FERPA Compliance and Data Sharing

- a. If a student is enrolled concurrently in College and School in a dual credit program, the parties may disclose an education record regarding the student in accordance with United States Code, 34 CFR 99.34.
- b. The School is aware once a student is registered in a College course the student is under the post-secondary rules of the Family Educational Rights and Privacy Act (FERPA) and students are given the right of privacy in their educational records when enrolled in College classes, regardless of their age. Any release of student's records to parents, legal guardians, or third parties by College is at the sole discretion of College.
- c. College acknowledges that the School may release FERPA protected information to the parent or legal guardian if requested.
- d. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and

procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the dual credit students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

14. Term and Termination

- a. This Agreement shall remain in effect from the Effective Date (which shall be the date of last signature) until the end of College's academic year, including summer and will automatically renew for up to one additional academic year unless sooner terminated in accordance with this Agreement. For purposes of this Agreement, the academic year shall coincide with the start of the College's fall semester and end with the College's last summer semester.
- b. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other Party.

15. Miscellaneous

- a. The Parties agree to operate the Dual Credit Program and perform their obligations under this Agreement in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974; Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board policies and procedures. The School shall be responsible for training the dual credit instructors in accordance with the obligations of this provision.
- b. Disability Accommodations
 - i. School understands and acknowledges that disability laws may apply differently in College courses than they do in K-12. Additionally, accommodations that are available in K-12 may be different or unavailable in college-level courses.
 - ii. Students enrolled in college-level courses are considered College students, regardless of their age. Thus, students are responsible for requesting disability accommodations in accordance with College policies and procedures.
 - iii. School acknowledges that costs incurred in providing college-level accommodations to dual credit students will be shared between College and School.

- c. This Agreement may only be modified by mutual consent of the parties at least 30 (thirty) days in advance of the modification.
- d. This Agreement, including any exhibits, all of which are incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.
- e. This Agreement will become effective on the date the last party executes the Agreement and will remain in effect for the academic year or until such time as mutual agreement is made to modify or terminate the Agreement.
- f. All exhibits mentioned herein are incorporated by reference.
- g. This Agreement, the interpretation of its terms, and any disputes arising from this Agreement shall be governed by the laws of the State of Texas. The Parties consent to the jurisdiction and venue of the State and Federal Courts in Montgomery County, Texas in the event of any dispute arising out of or related to this Agreement.
- h. In the event that 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, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
- i. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals. The Parties consent to receive documents, information, and notices via electronic mail.
- j. The person signing below on behalf of College and School warrants that he she has the authority to execute this Agreement according to its terms.

16. Notice

Any notice given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three days after mailing.

COLLEGE:

Lone Star College (LSC)
5000 Research Forest Drive
The Woodlands, TX 77381
Attn: Office of the General Counsel

With a copy to:
Lone Star College
5000 Research Forest Drive
The Woodlands, TX 77381
Attn: Executive Director, Health Occupations

SCHOOL:

With a copy to:

LONE STAR COLLEGE

Signature Date
Name: Stephen C. Head
Title: Chancellor

Signature Date
Name: Dr. Quentin Wright
Title: Vice Chancellor, Academic Success

Signature Date
Name: Linda Leto Head
Title: AVC, Workforce Education & Corporate Partnerships

SCHOOL

Mark Henry

Signature Date 5/23/18
Name: Mark Henry, Ed.D.
Title: Superintendent

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Title: _____

- Attachments:
Exhibit A Dual Credit Financial Agreement
Exhibit B Fee Schedule
Exhibit C Course Crosswalk
Exhibit D Faculty Credential Table
Exhibit E Dual Credit Program Plan Amendment

Note: Modification of this Form requires approval of OGC



Exhibit E
_____ Program Plan Amendment to
Dual Course Credit Partnership Agreement
Between Lone Star College and

This _____ Program Plan Amendment is entered into by and between Lone Star College (the "College") and _____ (the "School"). College and School do hereby agree to the following:

I. STATEMENT OF PURPOSE/INTENT

The purpose of this Amendment is to outline additional details related to dual credit courses and programs not specifically addressed in the Dual Course Credit Partnership Agreement, dated _____ ("Agreement"). This is the _____ (first, second, third, etc.) amendment to the Agreement.

This Amendment sets out the terms and conditions of the articulation of students receiving credit from the College _____ (College Program) and the School _____ (School Program). The appended program curriculum guide has been reviewed by the appropriate administrators and faculty at each institution. All other terms and conditions stipulated in the Agreement shall remain in force and fully applicable to this Amendment. In the case of any conflict between this Amendment and the Exhibits, this Amendment will govern. In the case of any conflict between this Amendment and the Agreement, this Amendment will govern.

II. OTHER PROGRAM SPECIFIC AGREEMENT INFORMATION, IF APPLICABLE

ISD:
ISD Lead Instructor:
LSC AAS Degree:
LSC Certificates leading AAS:
LSC Department Chair:
Academic Calendar Year:

ISD Courses	PEIMS Course #	High School Credits	HS Grade Level	Lone Star College Courses	Lone Star College Course #	College SCH	Weekly Contact Hours	Class Periods Needed Per Grade Level

Lone Star College Course	Supplies needed for course	Capital Equipment needed for course	Course/Program Prerequisites	Age requirements for students

Description	Approximate Cost	School	Shared	Lone Star College

IN WITNESS THEREOF, Parties have executed this Amendment in multiple counterparts. The effective date of this Amendment will be the date of the last signature below.

LONE STAR COLLEGE

SCHOOL

Signature Date
Stephen C. Head
Printed Name
Chancellor
Title

Signature Date
Mark Henry 5/23/2018
Printed Name
Superintendent
Title

Signature Date
Dr. Quentin Wright
Printed Name
Vice Chancellor, Academic Success
Title

Signature Date

Printed Name

Title

Signature Date
Linda Leto Head
Printed Name
AVC, Workforce Education & Corporate Partnerships
Title

Signature Date

Printed Name

Title

Note: Modification of this Form requires approval of OGC.