



Dual Course Credit Partnership Agreement Between Lone Star College and Incarinate Word Academy

This Dual Course Credit Partnership Agreement ("Agreement") between Lone Star College ("College") and Incarinate Word Academy ("School") is designed to allow high school students to earn both high school credit and college credit (workforce and or transfer). Individually, the College and the School are referred to herein as "Party" and collectively as "Parties."

Texas Education Code §§ 28.009, 29.182, 29.184, and 19 Texas Administrative Code Part 1 Chapter 4, Subchapter D and Chapter 9, Subchapter H, authorizes the College to provide students dual-credit instruction via a contract with a public school district.

The College and the School desire to establish a dual credit program. The following conditions apply to the Agreement:

1. Program Goals

Schedule 4–Statewide Dual Credit Goals describes how this Agreement's dual credit program goals match statewide goals. Statewide dual credit program goals address:

- a. A dual credit program's enrollment achievement in and acceleration through postsecondary education;
- b. College-level coursework performance;
- c. Effective bridge between secondary and postsecondary; and
- d. Specific program goals match statewide goals.

2. Eligible Courses

- a. The College shall evaluate dual credit courses offered and approve them through the curriculum approval process following the Texas Higher Education Coordinating Board ("THECB") requirements.
- b. Dual course credit courses must be identified as college-level academic courses in the current *Lower Division Academic Course Guide Manual* or as college-level workforce education courses in the current *Workforce Education Course Manual*.
- c. Dual credit courses are in the College's approved undergraduate course inventory. The Course Crosswalk is a dynamic document that may be amended (See Schedule 3–Course Crosswalk).
- d. Remedial and developmental courses are not offered for dual credit.
- e. The College and the School shall collaborate to determine the specific course offerings.

3. 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 Texas Success Initiative ("TSI") minimum passing standards as set forth in 19 Texas Administrative Code § 4.57 on relevant assessment instrument section(s) approved by the THECB in 19 Texas Administrative Code § 4.56, or
 - ii. Demonstrates that the student is exempt under the TSI provisions as set forth in 19 Texas Administrative Code § 4.54.
- b. A high school student is also eligible to enroll in academic and or Level II workforce dual credit courses if they achieve the minimum score for TSI college readiness in reading, writing, and or mathematics as set forth in 19 Texas Administrative Code § 4.85 on other approved assessments for dual credit student eligibility requirement.
- c. A high school is eligible to enroll in workforce education dual credit courses in a postsecondary Level I certificate program, or a program leading to a credential of less than a Level I certificate, at a public junior college or public technical institution and shall not be required to demonstrate college readiness or dual credit enrollment eligibility.
- d. All students enrolled in secondary public (accredited or non-accredited), private, or home school are required to demonstrate college readiness, demonstrate a TSI-allowed exemption, or submit another approved dual credit eligibility assessment.
- e. Students must meet all regular College prerequisite requirements designated for that course.
- f. Students must maintain a "C" or better to continue dual credit program enrollment.

4. Dual Credit Course Locations

- a. Dual credit courses may be offered at the School, College, online, or a combination.
- b. The School's campus liaisons shall review each student's enrollment in an online dual credit course with the parent or guardian and the student. The review explains the online courses' requirements and expectations. The College shall make the ultimate enrollment decision consulting the School counselor.

5. Student Course Composition

- a. Dual credit courses may include only dual credit students or both dual- and college-credit students.
- b. The Parties may grant exceptions for a mixed course combining college-credit and high-school-credit-only students with signed approval only when the School finds a high-school-credit-only course is not financially viable and only under the following conditions:
 - i. If the course involved is required under the State Board of Education High School Program graduation requirements, and the School is otherwise unable to offer such a course;
 - ii. If the high-school-credit-only students are College Board Advance Placement or

International Baccalaureate students; or

- iii. If the course is a career and technical or college workforce education course and the high-school-credit-only students are eligible to earn articulated college credit.

6. Faculty Selection, Supervision, and Evaluation

- a. The College shall select dual credit course instructors. These instructors must be regularly employed College faculty members or must meet the same College standards and approval procedures used to select faculty responsible for teaching the same courses at the College's campuses such as Qualified School Instructors. Qualified School Instructors are School employees who are qualified to teach dual credit classes as described in Texas Education Code § 130.008(g). Regularly employed College faculty members and Qualified School Instructors are collectively identified as "Instructors" throughout this Agreement.
- b. Instructors must meet the Southern Association of Colleges and Schools Commission on Colleges minimal requirements, which are listed on the Faculty Credential Table located at http://www.lonestar.edu/departments/academicaffairsstusuccess/FacultyCredentialsProcessTable-Format_Revisions_web.pdf.
- c. The Parties shall evaluate Instructors using the College's evaluation process for regularly employed full-time faculty members or adjunct instructors.
- d. The College shall require Instructors to participate in outcomes assessment activities.
- e. The College shall require Instructors to participate in College professional development activities.
- f. The College shall require Instructors to submit each semester for the College's approval a syllabus for each course taught. The College shall require Instructors to post the approved syllabus no later than the seventh day after the first class day.
- g. The College shall require Instructors to post a Curriculum Vitae no later than seven days after the first class day, and thereafter update as soon as practicable after the information changes.
- h. The college may require Instructors to post each major course assignment and examination grade and calculate final course grades at the semester's end utilizing the College Learning Management System's gradebook features. The College shall require Instructors to complete all required end-of-course materials, such as grades, exams, and assignments related to grading materials.
- i. The College shall require Instructors to complete all administrative tasks as required by the College department.
- j. The College shall require Instructors' official transcripts be received within the academic term's first 30 days.
- k. The College shall require other pertinent employment documents be submitted prior to the initial term and kept on file thereafter in the College Human Resources office.
- l. Any Qualified School Instructor teaching the dual credit course at the School location will do so as part of a regular teaching assignment and will comply with the College's standards for instruction regardless of modality for in-person, hybrid, or online courses.

- m. The College shall approve all Instructors prior to any teaching. The College shall also approve any teaching assignment changes. The College shall remove and or replace any instructor who fails to meet the College's requirements.
- n. The School shall provide, without charge, a School employee or other individual approved by the College to proctor all assessments as needed for online dual credit courses, serve as a student mentor, receive student performance email notifications, and perform any other reasonably necessary duties to facilitate this Agreement.
- o. The College and the School shall ensure the dual credit courses maintain the rigor, academic requirements, and standards to meet or exceed all applicable accrediting and regulatory agency requirements.
- p. The College and the School shall ensure dual credit courses taught by Qualified School Instructors meet the State of Texas, SACSCOC, and College required instruction quality, rigor, uniformity, implementation, sequencing, and pacing. If the College determines that a Qualified School Instructor's dual credit course fails in any respect to meet any required standard, then the College shall provide the School notice of such failure and the School shall promptly remedy such deficiency. The College may take all appropriate actions up to and including the Qualified School Instructor's suspension or termination from the dual credit program if the School fails to promptly resolve noticed deficiencies.
- q. The College may remove and or replace any Instructor who fails to meet the College's requirements.

7. Course Curriculum, Instruction, and Grading

- a. A dual credit course and the corresponding course offered at a College campus are equivalent with respect to the curriculum, materials, instruction, and student evaluation method and rigor.
- b. The Parties shall ensure workforce programs offered as dual credit meet requirements set forth by the College and its accrediting and oversight bodies and agreed upon using Exhibit B–Dual Credit Program Plan Amendment.

8. Course Crosswalks

- a. Schedule 3–Course Crosswalk is a course equivalency for each high school course and its associated college course, including the number of credits, that may be earned for each course completed through the dual credit agreement.
- b. The Course Crosswalk does not grant the School the opportunity to offer every course equivalency under this Agreement. The College shall approve all courses in the dual credit program before implementation.
- c. The School may develop an approved course list specifically detailing which courses are selected from the Course Crosswalk to publish on both parties' website each academic year.

9. Academic and Student Support Services

The academic supports and guidance provided to students participating in the dual credit program are listed below.

Advising. The School and the College shall establish common advising strategies and terminology

related to dual credit and college readiness, provide for endorsements described by Texas Education Code § 28.025(c-1), and identify tools to assist school counselors, students, and families in selecting endorsements offered by the College.

The Parties shall ensure academic advisors are available to assist students with academic services including admissions, testing, advising, registration, campus and community resources referral, add/drop/withdrawal process, transfer planning, and graduation process. The School and the College shall designate at least one employee as responsible for providing academic advising to a student who enrolls in a dual credit course before the student begins the course. The School and the College may designate a specific department or position title instead of a named individual to serve as the academic advisor.

Academic Advisor:

LSC-CyFair Advising Department

Dean of Academics
College Counselor

The College shall require a student enrolled in a dual credit course file a degree plan with the college no later than the second regular semester's end or term immediately following the semester or term in which the student earned a 15 or more cumulative semester credit hours total for dual credit courses successfully completed by the student.

Career Services. The center for student career opportunities is dedicated to helping students explore college majors and associated careers, research employers, and prepare for interviews.

Learning Tools. Each campus provides a learning center to extend learning beyond the classroom. Those include libraries, study aids, tutoring, and testing centers.

The College shall provide dual credit students with similar access to services and facilities that College students have on the College's campuses.

Dual credit students are eligible to utilize the same or comparable academic and instructional support services that are afforded College students such as counseling, advising, disability services, and library resources (which can be accessed online or in person).

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. Other services may be available on the campus based on student and community needs.

10. Disability Services

- a. The College is dedicated to providing the least restrictive environment for all students and promotes equity in academic access by providing reasonable accommodations as required by the Rehabilitation Act of 1973, Title V § 504 and § 508, the Americans with Disabilities Act of 1990, and the Americans with Disabilities Amendment Act.
- b. The College recognizes students' right to an equal opportunity to participate in and benefit from the College's services, programs, facilities, and activities. The College shall make reasonable accommodations, including furnishing auxiliary aids and services, for qualified

students with disabilities as required by law and in accordance with the College's Policies and Procedures.

- c. The School understands and acknowledges that student accommodations or service approved and provided by the School are not transferable to the College or the College course.
- d. Students with disabilities are encouraged to register with their campus's Disability Services Office as early as possible to help ensure accommodations are in place before the semester's start. Students request accommodations for a disability in a College course must contact the College's Disability Services Office each semester to register for or renew accommodations for College courses. Seeking college accommodations is the student's responsibility. If the student does not make a request for accommodation and actively participate in the accommodation discussion as needed, the student will not receive an accommodation. Additional information may be accessed online at <http://LoneStar.edu/disability-services.htm>.
- e. Instructors must receive an approved accommodation letter via College email before students can use their College-approved accommodation in the Instructor's course.
- f. A College Assistive Technology Lab or the equivalent equipment is available for students who benefit from its various technologies to convert text to speech, magnify items, convert text to Braille, and provide related services after their accommodations have been determined by a College Disability Services Office.
- g. The School acknowledges that cost incurred in providing college-level accommodations to dual credit students will be shared between the College and the School.

11. Roles and Responsibilities

The School and the College's respective roles and responsibilities in providing and ensuring the dual credit program's quality and instructional rigor are listed below.

- a. The College shall ensure that all Student Learning Outcomes are taught in the dual credit course and that instructional outcomes and materials for dual credit course sections are equivalent to the College course.
- b. The College shall provide training on the Student Learning Outcome Assessment process.
- c. The College shall provide professional development opportunities for Instructors every academic year.
- d. The College shall approve textbooks used for College-level courses and require the Instructors use only textbooks approved by the College for the dual credit courses.
- e. The College shall provide a syllabus guide and approve the syllabus for all dual credit courses taught.
- f. The College shall verify the credentials for all Instructors.
- g. The School may award high school credit to students eligible to enroll in dual credit courses as outline in the Texas Education Code § 74.25 with the School principal's or designee's approval.

- h. The School shall determine if the College course for which high school credit is awarded provides advanced academic instruction beyond, or in greater depth than, the essential knowledge and skills for the equivalent high school course.
- i. The School shall provide the College with all student admission documentation.
- j. The School shall provide one or more points of contact to support the dual credit program and perform duties that include, but are not limited to:
 - i. Assisting students with obtaining assessment scores for student eligibility for the dual credit program.
 - ii. Supporting students in completing the requirements for exceptional admissions.
 - iii. Submitting to the College in a timely manner all required paperwork, documentation, test scores and or registration documents.
 - iv. Serving as subject matter expert to answer student, parent, instructor, and community questions about the dual credit program.
 - v. Facilitating the dual credit program's day to day operations at the School location.
 - vi. Curriculum and instruction will be the same and dual credit students will be expected to perform at same level as traditional college students.

12. Transcription of Credit

- a. The College and the School shall transcribe the respective credit immediately upon a student's completing the required performance in the course.
- b. The School may release student transcripts to the College as appropriate and in compliance with applicable law.

13. Funding Provisions

- a. Paragraphs 14 and 15 describe the offered dual credit courses' funding sources including the tuition, transportation, and any required fees or textbooks funding sources.
- b. Schedule 1–Dual Credit Financial Agreement provide funding provisions in accordance with the State Board of Education and the THECB.
- c. Students are allowed one waived Texas Success Initiative Assessment fee administration.

14. Tuition, Fees, Textbooks, and Supplies

- a. Schedule 1–Dual Credit Financial Agreement describe 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. Tuition and Fees for online dual credit courses will align with Schedule 2–Dual Credit Tuition and Fee Schedule.

- c. Additional supplies may be required in some programs and details will be agreed upon in writing using Exhibit B–Dual Credit Program Plan Amendment.
- d. The School or the student shall provide all dual credit course and program transportation, textbooks, supplemental materials, supplies, and operational equipment required. If the course is offered on a high school campus with a high school-employed instructor, then the College shall not to change dual credit textbooks for three years based on the publisher's availability and restrictions unless otherwise agreed upon in writing.
- e. The School and the College shall consider the using free or low-cost open educational resources in courses offered under the program.

15. Payment for Services

- a. Payment for instructional services for Qualified School Instructors during regular school hours as part of their School workload, except for online dual credit faculty, is explained in Schedule 1–Dual Credit Financial Agreement.
- b. College shall compensate the online dual credit faculty.
- c. Additional financial arrangements may be outlined in a subsequent Exhibit A–Dual Credit Third Party Billing Agreement and or Exhibit B–Dual Credit Program Plan Amendment.
- d. The School acknowledges the College is not required to and will not pay instructors any professional development stipends.

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

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

17. FERPA Compliance and Data Sharing

- a. If a student is enrolled concurrently at the College and the School in a dual credit program, the Parties may disclose an education record regarding the student as allowed by United States Code, 34 CFR § 99.34.

- b. The School acknowledges that, once a student is registered in a College course, the student is under the Family Educational Rights and Privacy Act (FERPA) post-secondary rules and students are given the privacy rights in their educational records when enrolled in College courses, regardless of their age. Any release of the student's records to parents, legal guardians, or third parties by the College is at the College's sole discretion.
- c. The College acknowledges that the School may release FERPA protected information to the parent or legal guardian if requested.
- d. The Parties acknowledge that each has a legitimate educational interest in the students' educational records for FERPA purposes. Both Parties shall ensure that its employees and agents comply with these and all other federal and state laws governing the dual credit students' rights to educational records and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

18. Term and Termination

- a. This Agreement shall commence on the Effective Date (which shall be the date of last signature) and will continue for three academic years, including the Effective Date's current academic year, unless sooner terminated in accordance with this Agreement. For this Agreement, the academic year shall coincide with the College's fall semester start and end with the College's last summer semester. The Agreement's term will not exceed five calendar years.
- b. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement for legislative updates or convenience upon thirty (30) calendar days' written notice to the other Party.

19. Legal Compliance

- a. The Parties shall 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; and Title IV of the Higher Education Act of 1965; (b) the Texas Constitution; (c) Texas Education Code's applicable provisions; (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) Title 19 of the Texas Administrative Code's applicable provisions, 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 Qualified School Instructors in accordance with this provision's.

20. Modification

This Agreement may only be modified by the Parties' mutual consent with at least 30 days' advance written notice.

21. Intellectual Property

Any programs, data, training materials, or other work product, in any format, created under this Agreement ("Intellectual Property") shall be the College's property, unless otherwise specifically set forth in the Agreement.

22. Publicity

School shall not use the College's name, logo, or likeness in any press release, marketing materials, or other public announcement without receiving the College's prior written approval.

23. Entire Agreement

This Agreement, including any exhibits, all of which are incorporated herein, constitutes the Parties' entire agreement 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.

24. Execution

This Agreement will become effective on the date the last party executes the Agreement and will remain in effect until its term expires or the Agreement is terminated.

25. Governing Law

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 or federal courts of Montgomery County, Texas, in the event of any dispute arising out of or related to this Agreement.

26. Severability

If 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, this Agreement's provisions 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.

27. Counterparts

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.

28. Notice

Any notice given under this Agreement by either Party to the other may be affected 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 Parties' addresses 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
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: Vice Chancellor, Student Success

SCHOOL:

Incarinate Word Academy
609 Crawford
Houston, TX 77008
Attn: Dean of Academics

With a copy to:

Incarinate Word Academy
609 Crawford
Houston, TX 77008
Attn: College Counselor

29. Authority

The persons signing below on behalf of the College and the School warrant that they have authority to execute this Agreement according to its terms.

LONE STAR COLLEGE

SCHOOL

Gerald F. Napoles

Apr 13, 2023

Signature _____ Date _____

Name: Dr. Gerald Napoles

Title: Vice Chancellor, Student Success

Lauren Beck, C.V.T. 1/13/22

Signature _____ Date _____

Name: SR. LAUREN BECK

Title: PRESIDENT

Attachments (mark attachments applicable to this Agreement):

- ☒ Schedule 1-Dual Credit Financial Agreement
- ☒ Schedule 2-Dual Credit Tuition and Fee Schedule
- ☒ Schedule 3-Course Crosswalk
- ☒ Schedule 4-Statewide Dual Credit Goals
- ☐ Exhibit A-Dual Credit Third Party Billing Agreement (if applicable, sign and return to College)
- ☐ Exhibit B-Dual Credit Program Plan Amendment (if applicable, sign and return to College)

Note: Modification of this Form requires approval of OGC.