Dual Course Credit Partnership Agreement
Between Lone Star College and
Coldspring-Oakhurst Consolidated Independent School District

This Dual Course Credit Partnership Agreement ("Agreement") between Lone Star College ("College") and Coldspring-Oakhurst- CISD ("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."

Texas Education Code §§ 28.009, 29.182, 29.184, and 130.008; and 19 Texas Administrative Code 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.

College and School desire to establish a dual credit program.

The following conditions apply to the Agreement:

1. Program Goals

Exhibit C–Statewide Dual Credit Goals contains a description of how this Agreement's dual credit program goals align with statewide goals. Statewide goals for dual credit programs address:

a. A dual credit program's achievement of enrollment in and acceleration through postsecondary education;

b. Performance in college-level coursework;

c. Effective bridge between secondary and postsecondary; and

d. Specific program goals aligned with statewide goals.

2. Eligible Courses

a. The 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 ("THECB") 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 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. Specific course offerings will be determined collaboratively by the College and School.

f. The College will only waive tuition for courses that are reimbursed by the state including:

i. a course in the College's core curriculum;

ii. a course offered by the College providing credit in a field of study curriculum developed by the THECB under Texas Education Code § 61.823, or a program of study curriculum established by THECB under Texas Education Code § 61.8235;

iii. a career and technical education course that applies to any certificate of associate's degree offered by the institution providing course credit; or

iv. a foreign language course.

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 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.

4. Dual Credit Course Locations

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.

5. Student Course Composition

a. Dual credit courses may be composed of dual credit students only or a combination of dual and college credit students.

b. Exceptions for a mixed course that combines college credit and high school credit-only students may be allowed only when the creation of a high school credit-only course is not financially viable for the high school and only under the following conditions:

i. If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved 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/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 instructors of dual credit courses. These instructors must be regularly employed faculty members of the College or must meet the same standards and approval procedures used by the College to select faculty responsible for teaching the same courses at the College's campuses. The College shall provide all instructors for online dual credit courses.

b. Instructors must meet minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges, which are listed on the Faculty Credential Table located at http://www.lonestar.edu/departments/academicaffairsstusuccess/FacultyCredentialsProcessTable-Format_Revisions_web.pdf.

c. All Dual Credit instructors will be evaluated. The evaluation process will follow the College's evaluation process for adjunct instructors.

d. 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 the College's standards for instruction. The College must approve all instructors prior to any teaching. Any changes in teaching assignments must be approved by the College.

e. The School shall provide, free of charge, a School employee or other individual approved by the 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.

f. Instructors shall be required by the College to participate in outcomes assessment activities.

g. Instructors shall be required by the College to participate in College professional development activities.

h. Official transcripts of instructors must be received within 30 days of the start of the academic term.

i. Other pertinent employment documents must be submitted prior to the initial term and kept on file thereafter in the College Human Resources office.

7. 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 a 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 the College and its accrediting and oversight bodies and agreed upon using Exhibit B–Dual Credit Program Plan Amendment.

8. Course Crosswalks

a. A course equivalency crosswalk will be used to equate high school courses with college courses that identifies the number of credits that may be earned for each course completed through the dual credit program.

b. Course Crosswalks show the correlations between the College's student learning outcomes ("SLOs") and the Texas Essential Knowledge and Skills ("TEKS"). TEKS are the state standards for Texas public schools from kindergarten to 12th grade.

c. To consider offering a course as dual credit, the alignment between the SLOs and the TEKS must be examined and an official document or crosswalk must be approved by the College that documents the match.

9. Academic and Student Support Services

A description of the academic supports and guidance that will be provided to students participating in the dual credit program are listed below.

Advising. School and College will establish common advising strategies and terminology related to dual credit and college readiness., provide for the alignment of 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 LSC.

Academic advisors are available to assist students with a variety of academic services including admissions, testing, advising, registration, referral of campus and community resources, add/drop/withdrawal process, transfer planning, and graduation process. School and College will 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. School and College may designate a specific department or position title instead of a named individual to serve as the academic advisor.

Academic Advisor: Kathryn Pedigo- CCMR Counselor
Barbara Bailey- COHS Counselor

A student enrolled in a dual credit course shall file a degree plan with the college no later than the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit

for dual credit courses successfully complete 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. Disability Services. Students with disabilities are encouraged to register with Disability Services on campus as early as possible to help ensure that all accommodations are in place by the beginning of the semester.

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

Dual credit students will have 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. Roles and Responsibilities

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

a. The College will ensure that all SLOs are taught in the dual credit course. Instructional outcomes and materials for dual credit course sections must be equivalent to the College course.

b. The College will provide training on the Student Learning Outcome Assessment process.

c. The College will provide professional development opportunities for dual credit instructors every academic year.

d. The College is solely responsible for approving textbooks used for College-level courses, and the dual credit instructor shall only use textbooks approved by the College for the dual credit courses.

e. The College will provide a syllabus guide and approve the syllabus for all dual credit courses taught.

f. The College is responsible for verifying the credentials for all dual credit instructors.

g. The dual credit instructor is responsible for completing all administrative tasks as required by the College department.

i. The School assumes responsibility for TEKS and other elements of high school instruction.

j. Curriculum and instruction will be the same and dual credit students will be expected to perform at same level as traditional college students.

11. 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.

b. Once the student has graduated, the School will send a final official transcript to the College. All Texas public high school will send transcripts for their students electronically using the Texas Records Exchange.

12. Funding Provisions

a. A description of the sources of funding for dual credit courses offered under the program including the sources of funding for tuition, transportation, and any required fees or textbooks for students participating the dual credit program are included in Paragraphs 13 and 14.

b. Schedule 1–Dual Credit Financial Guidelines provide funding provisions in accordance with the State Board of Education and the THECB.

c. The College will waive tuition for high school students enrolled in dual credit courses that have been approved by the THECB.

d. Students are allowed one waived fee administration of the Texas Success Initiative Assessment.

13. Tuition, Fees, Textbooks, and Supplies

a. Schedule 1–Dual Credit Financial Guidelines 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. 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 will be responsible for transportation, all textbooks, supplemental materials, supplies and operational equipment required for dual credit courses and programs. If the course is offered on a high school campus with a high school-employed instructor, the College agrees not to change textbooks for dual credit students for a minimum of three years based on the publisher's availability and restrictions unless otherwise agreed upon in writing.

e. The School and College will consider the use of free or low-cost open educational resources in courses offered under the program.

14. Payment for Services

a. Payment for instructional services for School instructors during regular school hours as part of their School workload, with the exception of online dual credit faculty, is explained in Schedule 1–Dual Credit Financial Guidelines.

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 a subsequent Exhibit A–Dual Credit Third Party Billing Agreement and or Exhibit B–Dual Credit Program Plan Amendment.

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

a. The College and 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 shall change the obligations of each 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 School 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 the College engages in conduct that would result in disciplinary action against a College student, the College agrees to advise the School of the conduct prior to the finalization of any disciplinary action against the student. However, the College may remove a student from the course 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. The 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 prior to the finalization of any disciplinary action against the student.

16. FERPA Compliance and Data Sharing

a. If a student is enrolled concurrently at the 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 agrees that, 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 courses, regardless of their age. Any release of the student's records to parents, legal guardians, or third parties by College is at the sole discretion of the College.

c. The College acknowledges that the School may release FERPA protected information to the parent or legal guardian if requested.

d. The Parties agree that each has a legitimate educational interest in the students' educational records for purposes of FERPA. Both Parties shall 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.

17. 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 two additional academic years 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 legislative updates or convenience upon thirty (30) calendar days' written notice to the other Party.

18. Legal Compliance

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; and Title IV of the Higher Education Act of 1965; (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.

19. Disability Accommodations

a. School understands and acknowledges that disability laws apply differently in College courses than in K-12 courses. Additionally, accommodations that are available in K-12 may be different or unavailable in college-level courses.

b. Students enrolled in college-level courses are considered College students. Thus, students are responsible for requesting disability accommodations in accordance with College policies and procedures.

c. School acknowledges that costs incurred in providing college-level accommodations to dual credit students will be shared between the College and School.

20. Modification

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

21. Intellectual Property

Any programs, data, training materials, or other work product, in any format, created under this Agreement ("Intellectual Property") shall be the property of the College, 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 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.

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

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.

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 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
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, Academic Success

SCHOOL:

Coldspring-Oakhurst High School
14100 TX-150
Coldspring, TX 77331
Attn: Kathryn Pedigo- CCMR Counselor

With a copy to:
Coldspring Oakhurst ISD
PO Box 39
Coldspring, Texas 77331
Attn: Dr. Beth Klammer- Asst Supt of C&I

29. Authority

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

LONE STAR COLLEGE

_____
Signature Date

Name: Dr. Gerald Napoles

Title: VC Special Assistant to the Chancellor

Gerald F. Napoles 10/3/2022
Signature Date

Name: Gerald F. Napoles

Title: Vice Chancellor, Student Success

SCHOOL

Dr Beth Klammer 9/27/22
Signature Date

Name: Dr. Beth Klammer

Title: Asst Supt of Curriculum and Instruction

9/27/22
Signature Date

Name: Dr. Bryan Taulton

Title: Superintendent of Schools- COCISD

Attachments (mark attachments applicable to this Agreement):
☒ Schedule 1–Dual Credit Financial Guidelines

☒ Schedule 2–Dual Credit Tuition and Fee Schedule
☒ Schedule 3–Course Crosswalk
☐ 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)
☐ Exhibit C–Statewide Dual Credit Goals (if applicable, sign and return to College)

Note: Modification of this Form requires approval of OGC.