PARTNERSHIP AGREEMENT
BETWEEN
AUSTIN COMMUNITY COLLEGE
AND
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
FOR
DUAL CREDIT PROGRAMS

September 1, 2025 – August 31, 2028

PURPOSE

The institutions named above (hereinafter "College or "ACC" and "ISD") enter into the following partnership[1] agreement for the implementation of dual credit programs, which are designed to enable eligible high school students the opportunity to enroll in college credit courses that also fulfill high school graduation requirements.

The purpose of this Agreement is to outline the roles and responsibilities of ACC and ISD for participation in the dual credit programs. This Agreement encompasses all dual credit programs, including Early College High School (ECHS), Pathways Early College High School (P-TECH), and the Career Academy program as required by the Texas Higher Education Coordinating Board (THECB).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACC and ISD agree as follows:

[1] The term 'partnership' as used in this Agreement refers to the dual credit partnerships as described in Title 19, Part 1, Chapter 4, of the Texas Administrative Code and ACC's Board Policy GH (LEGAL). The Texas Administrative Code (19 TAC), Chapter 9, Subchapter H, *Partnerships between Secondary Schools and Texas Public Two-Year Colleges* establishes authority and rules for two-year associate-degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and college-level credit. 19 TAC § 9.143 requires dual credit programs to comply with the rules set forth in 19 TAC, Chapter 4, Subchapter D, Rule§4.84 for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students.

TERMS AND CONDITIONS

Entire Agreement

This Agreement, including the Appendices attached hereto and incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter described.

- Appendix A: Joining the ACC Faculty
- Appendix B: Dual Credit

Program Definitions

The program partnerships covered under this Agreement include:

Appendix A: Joining the ACC Faculty

ACC's Commitment to High School Faculty

ACC appreciates the efforts of our ISD and high school associates. We look forward to partnering with them to improve education in Central Texas. To that end, we've committed to the following series of steps to facilitate the interview process for credentialed high school instructors who wish to teach dual credit with ACC.

Appendix B: Dual Credit Program

A dual credit program agreement between ACC and the ISD to offer courses that award college credit, which will lead to a college certificate or degree, and may grant credit toward the student's high school curriculum requirements, depending on the ISD.

Compliance and Policies

a. **Services for Students with Disabilities**
In order for students with disabilities to receive accommodations from ACC, students with disabilities who require accommodations must self-disclose to ACC's Student Accessibility Services (SAS) and provide current (within three years of enrollment at ACC) documentation of a disability. Documentation of a disability consists of a statement or evaluation from a recognized medical professional or the student's current §504 plan or records maintained by the ISD relating to eligibility for special education accommodations that exceed those applicable to ACC, if any, shall be the responsibility of the ISD. Building and information technology access will be the responsibility of the party that owns and provides that infrastructure, including access to web-based curriculum materials.

b. **Student Expectations, Rights, and Responsibilities**
Students in dual credit classes are College students and are subject to all College policies and procedures. Dual credit students must comply with the standards of conduct required

of all ACC students and have the same rights and responsibilities in all matters related to the dual credit programs. Dual credit students must also follow the ISD Student Code of Conduct.

Unless a conflict arises between the obligations of ISD and ACC under their respective policies and procedures, the ISD and ACC staff and administrators will work together collaboratively to determine the appropriate party to initiate an investigation or resolution process in response to the alleged conduct violation(s). If a conflict arises, refer to Section 4, "Conflict Resolution."

Neither party is prohibited from utilizing its complaint resolution process, separate and apart from the other party's process. Still, both parties shall cooperate to provide the necessary information and access to students and employees necessary to fulfill each party's obligations under its specific policies and procedures.

The ISD and ACC agree to inform each other as soon as reasonably possible (within at least two business days) if a dual credit student is subject to disciplinary action that may affect their enrollment status as a dual credit student.

Regardless of the location of the conduct, if the ISD's Code of Conduct and disciplinary processes could result in removal from the regular education program due to a suspension, placement in a disciplinary alternative education program, or expulsion/removal to a Juvenile Justice Alternative Education Program, the ISD shall notify ACC before the finalization of any disciplinary action in response to the alleged student behavior so that ACC may determine if any potential consequences under applicable College policies or procedures could result in removal from enrollment in a dual credit class.

In addition, as per the ACC Student Standards of Conduct, ACC has the right to immediately remove any student from its premises via the interim suspension process upon a determination by the administrator in charge that the student poses an immediate threat to the safety of ACC's enrolled students, clients, faculty, staff, and patrons or to the orderly functioning of the ACC.

c. **Prohibition of Discrimination and Harassment**

ACC has policies and procedures in place for receiving, investigating, and resolving complaints from students and employees alleging civil rights violations, including those under Title VI and Title IX. The ISD and ACC shall each comply with their respective policies and any applicable state and federal laws that prohibit discrimination and harassment based on a student's or employee's disability, race, color, national origin, religion, or sex. Each party shall adhere to its obligations under relevant policy and law without regard to the other party's obligations.

The ISD agrees to report to the College's District Title IX/ADA/Title VI Coordinator, within two business days, any allegation of discrimination or harassment involving a College employee or dual credit student, regardless of where the alleged conduct occurred. The College has designated the following individual as its District Title IX/ADA/Title VI Coordinator:

Director
Office of Equal Opportunity Compliance
512-223-7964, compliance@austincc.edu

Conflict Resolution

The Parties agree to a mutual understanding to resolve issues that may arise in the course of this partnership. In the event a conflict or disagreement should arise in the interpretation or implementation of the obligations, terms, and responsibilities of the Parties to this agreement, each Party shall designate administrative liaisons for purposes of resolving concerns at both the campus (liaison must be Principal or other designated campus administrator) and central administrative levels. To be collaborative, ACC must be able to communicate effectively with administrators on campuses where dual credit students/programs are present. If a resolution is not found through those levels, a request may be made that the matter be handled through the Party's respective legal counsel.

Term and Termination

Except as otherwise specified in the individual program agreements in the appendices, the period of this Agreement shall be in effect from September 1, 2025, to August 31, 2028, unless renewed or earlier terminated. This Agreement shall be reviewed by the parties annually at least ninety (90) calendar days before the expiration of the term and any subsequent renewal terms, and this Agreement may be renewed upon approval of the College and the ISD.

Either Party may terminate this Agreement with or without cause upon written notice to the other Party sixty (60) calendar days before the termination date. In the event that there are fewer than 60 calendar days remaining in the semester, unless otherwise agreed by the parties, the date of termination shall be the last day of the current semester or year of the current term so that students enrolled in a dual credit program may complete the session in which the termination becomes effective.

General Obligations of the Parties

In furtherance of the objectives of this Agreement, the Parties agree to the following obligations[2]:

a. ACC and ISD are equal parties to this Agreement, and the intent is to allow flexible and creative responses to the organizational, mission, and fiscal needs of both institutions.
b. ISD campus-level administrators should be familiar with the obligations and responsibilities provided in this Agreement.
c. ISD will require campus counselors and administrators to attend ACC's training that corresponds to the dual credit program applicable to this Agreement. Any administrative

[2] The Parties must also adhere to the specific obligations outlined in the applicable programs incorporated into this Agreement in the Appendices.

liaisons designated by the ISD, in accordance with Section 4 above, shall also be required to attend this training.

d. Collaboration in planning, implementation, and continuous improvement of programs is necessary to successfully fulfill each party's obligations under this Agreement, including but not limited to the provision of faculty, staff, and administration; curriculum development; training; and student services.
e. Provision of classes/courses in support of the programs applicable to this partnership for which students might qualify.
f. Financial collaboration that addresses the costs of both Parties and assists each Party in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the programs successfully and at a cost-neutral basis for both parties.
g. Collaboration in designating appropriate facilities and locations for each program.
h. Collaboration in the design and execution of challenging and innovative instructional programs.
i. Compliance with all applicable guidelines, standards, and requirements in the offering of the programs, including but not limited to regulations promulgated by the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools Commission of Colleges and Schools (SACSCOC), and the Texas Education Agency (TEA). If THECB adopts new guidelines for any of the programs during the term of this Agreement, the new guidelines shall prevail.
j. Recruitment of eligible students.
k. Evaluation of the program(s) and sharing of student data in order to track and evaluate student and program successes.

Recognition of Higher Education Partners, Promotion, Marketing & Advertising

When reporting and publicizing the completion of high school students' dual credit courses, degrees, or certificates, ISD will recognize Austin Community College as its higher education partner, awarding college credit. All parties agree to provide advance, timely notice of press releases, press conferences, or any program promotion to the public, ensuring that all parties approve of the messaging and have the opportunity to participate. ISD agrees not to use ACC's name, logo, or likeness in any press release, marketing materials, or other public announcement without receiving written approval from the ACC Vice Chancellor, Office of College Relations and Marketing, or designee.

Statewide Goals: HB 1638

House Bill 1638, TEC, Section 28.009 (b-1) and (b-2), requires the Texas Higher Education Board (THECB) and the Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs to provide guidance for institutions of higher education (IHEs) and independent school districts (ISDs). The following are the specific program goals aligned with the statewide goals for the programs covered under this Agreement:

A. Goal 1: Independent school districts and higher education institutions 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, as well as the associated costs.
    i. ACC will host, and ISD will participate in an annual partnership summit for counselors, principals, and other college-going influencers.
    ii. ISD will promote the college open house programs at ACC to students and families.
    iii. ACC will attend and present at academic programs hosted by high schools to prepare students for dual credit and college entry.
    iv. Subject to Section 7 above, ACC and ISD will develop marketing material to inform students and families about endorsement pathways and dual credit programs.

B. Goal 2: Dual credit programs will help high school students successfully transition to and accelerate through postsecondary education.
    v. ACC and ISD will share disaggregated data (See Sections 13, 14, and 15 below) related to postsecondary enrollment after high school.
    vi. ACC and ISD will share data related to workforce employment after high school.
    vii. ACC and ISD will share data on persistence (after the first year) and degree completion.

C. Goal 3: All dual credit students will receive academic and college readiness advising, along with access to student support services, to help them successfully transition into college course completion.
    i. ACC and ISD will develop joint, shared advising and student support systems to ensure successful course completions. The ACC academic success coordinator is responsible for advising students who enroll in a dual credit course under the program before the student begins the course.
    ii. ACC will provide a dual credit orientation to new students. ACC and ISD will update the new student dual credit orientation as needed.

D. Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.
    i. ACC will develop and disseminate to ISD-designated representatives an annual report on student enrollment in subsequent coursework, in accordance with Sections 13, 14, and 15 below.
    ii. ACC will develop the required training for faculty teaching in dual credit programs.

Financial Aid For Swift Transfer (FAST) Program

ACC participates in the Financial Aid For Swift Transfer ("FAST") program. The FAST program provides funding to participating public institutions of higher education so they can offer dual credit courses to educationally disadvantaged students at no cost to these students. The Texas Education Code {TEC} defines "educationally disadvantaged" as those students eligible for the national free/reduced-price lunch program.

Students are
"eligible students" under the FAST program if they (1) are enrolled in s public or charter school; (2) are enrolled in an eligible dual credit course included in this Agreement; and (3}) were qualified for free/reduced-price lunch any time during the school year in which the student enrolls in the dual credit course; or any of the four school years preceding the student's enrollment in the dual credit course.

By statute, the FAST program requires that eligible students at participating institutions incur no cost for their dual credit coursework. An eligible student will not pay tuition and fees for an eligible dual credit course. Books, supplies, and other course materials must also be provided at no cost to an eligible student. Dual Credit courses eligible for FAST funding are those offered through either TEC, Section 130.008, Courses for joint high school and junior college credit, or other courses offered by a public institution of higher education for which a high school student may earn credit by satisfying at least one of the following:

- A requirement necessary to obtain an associate degree or an industry-recognized credential or certificate, using the definition of industry-recognized credential or certificate that is established for other parts of House Bill 8.
- A foreign language requirement at an institution of higher education
- A core curriculum requirement
- A field of study requirement

Responsibilities of ACC;

1. ACC will verify FAST-eligible students and dual credit eligibility with the high school official for each student enrolling in the dual credit program.
2. ACC will waive dual credit tuition for FAST-eligible students for courses identified in the dual credit programs in the attached Appendices. ACC will use the allotted FAST dollars to cover any applicable tuition and fees[3].
3. ACC will collaborate with ISD school officials to develop and provide information to students and parents about the FAST program and eligibility.

Responsibilities of ISD:

[3] The FAST tuition rate is set annually by the end of January. The rate for the 2025-2026 fiscal year is $58.52 per semester credit hour (or equivalent).

1. ISD will identify and provide ACC with a TSDS Unique ID number for each student enrolling in the dual credit program. This number is required for submission of the certified enrollment roster to the Texas Education Agency and the Texas Higher Education Coordinating Board to verify student FAST eligibility each semester.
2. ISD will collaborate with ACC to develop and provide information to students and parents about the FAST program and verify eligibility.

Understanding of the Parties

a. Nothing in this Agreement is to be construed as transferring responsibility from one party to the other.
b. Without limitation of any provision set forth in the Agreement, the Parties expressly agree to abide by all applicable federal and state equal employment opportunity statutes, rules, and regulations.
c. Subject to the applicable laws and the regulations of the respective organizations, information, data, and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other party, subject to the Data-Sharing and Privacy provisions, infra, FERPA, and any other applicable state or federal privacy law that governs student privacy rights, or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.
d. Both parties understand the safety and security risks inherent with minors and agree that certain risks may be unforeseeable. Furthermore, the parties agree that the public safety departments from both ACC and ISD will collaborate to develop and/or review safety and security standards and guidelines, including emergency response protocols, within thirty (30) days of both parties executing this Agreement.
e. In accordance with the Family Educational Rights and Privacy Act (FERPA), ACC and ISD will protect the privacy of ISD students and guard against the unauthorized release of identifying student information and records, while complying with all applicable requirements of FERPA.

Indemnification

To the extent permitted by the Constitution and the laws of the State of Texas, ISD agrees to indemnify, release, and hold ACC and ACC's Trustees, officers, agents, and employees harmless from any and all claims, demands, causes of action, and liabilities (each as used herein shall be referred to as "claim") of any type or nature whatsoever (including costs and reasonable legal and expert fees) for damage to, loss of, or destruction of any tangible property or bodily injury or death to any person, arising from, in connection with, or any way incident to this agreement, to the extent finally determined to have been caused by ISD and its personnel in performance of the services.

Criminal History Background Check and Fingerprinting Requirements

Pursuant to Texas Education Code Section 22.0834, ACC shall ensure that ACC faculty assigned to dual credit sections offered on the high school campus complete a criminal background check and fingerprinting. ACC will initiate the fingerprinting process and provide ISD with a list of

faculty names and their date of birth. Any additional information required by the ISD may be requested in accordance with Section 13: Data Sharing & Privacy.

The ISD is responsible for notifying ACC of any additional requirements that may be necessary in order to comply with the ISD's Board policies with regard to criminal history requirements for employees of entities the ISD contracts.

Clery Act Obligations

If ACC is using space on an ISD campus or facility in a manner that gives ACC control over the space, including the assignment of an ACC employee as an administrator, ISD's law enforcement agency will respond in a timely manner to any requests made by ACC for statistical information of crimes that have been reported at that location so that ACC may fulfill its obligations under the Clery Act (20 U.S.C. § 1092(f)) and its regulations.

School District Data Sharing & Privacy

The ISD will provide the following student information for all students from 6th to 12th grades for the purpose of college readiness and higher education opportunities, and outreach.

Student Data Information 9-12th grade and Certified List of Graduates

- Student name (Last, First, Middle Initial)
- Date of Birth
- Gender
- Grade Level
- High School graduation anticipated year
- High School Endorsements
- ISD identification numbers (TSDS ID, PIEMS ID, and HS ID)
- Mailing address (Street, City, State, Zip)
- Name of School
- Parent / Guardian Name (First, Last)
- Parent/ Guardian Email address
- Parent/ Guardian Phone
- Race/Ethnicity
- College Readiness Scores: SAT, ACT, TSIA, STAAR English III and Algebra II.

The data outlined above will be requested electronically in a template provided by ACC and will be provided in a timely manner as agreed upon by both Parties.

- Upon receipt of student information, ACC may use the student's mailing information for the purpose of outreach and to provide information about ACC programs.
- ACC may use student test scores and endorsement areas to determine student eligibility for enrollment in specialized ACC programs.
- ACC will provide the following information to ISD following its initial entry into the program: postsecondary transition rates from ISD students to Texas institutions of higher education (taken from Texas Higher Education Coordinating Board [THECB]

data); benchmark data from the prior year to show ISD student enrollment at ACC.

- ACC will provide the following annual reports to the ISD superintendent of schools and dual credit principal(s): Fall, Spring, and Summer ACC dual credit enrollments by high school; Fall, Spring, and Summer; ACC dual credit student success outcomes by high school.
- Upon written request from an appropriate school district official, ACC will provide information on the attainment of ACC articulated credit and college major selections by individual students. This information is designed to assist school personnel in educational programming and is protected under FERPA; therefore, it may not be published.
- ACC will collaborate with ISD to develop and implement an early alert system that identifies students at risk of not completing college coursework and provides effective interventions.
- ACC and ISD will, while maintaining academic standards, implement improvement efforts, as needed, based upon mutual review of the following data:

    - Matriculation of high school students in four-year colleges/universities and level of entry.
    - Enrollment and retention rates based on withdrawal.

- Additionally, ISD and ACC will provide each other with faculty qualifications and, upon request, conduct criminal history background checks and provide the required documents for the hiring process. They will also agree to full information sharing in the event of an investigation into a personnel matter regarding dual credit faculty.

Any unauthorized disclosure of confidential student information is a violation of the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur. While in possession of this data, the ISD and ACC shall permit only those employees authorized to have access to the data. Both parties agree to store the data in a secure area and to prevent unauthorized access.

Upon request from ISD, ACC may provide reports of student enrollment and course grades to designated ISD officials, as permitted by FERPA. ISD will designate a school district and campus official to request such ACC reports.

This section is not exclusive to all instances in which information may be shared between the parties under FERPA. See Section 15 below on FERPA Compliance and Disclosure for additional examples.

Confidentiality of Data

Both Parties will maintain the confidentiality of any and all student data shared with it in compliance with the Federal Educational Rights and Privacy Act (FERPA) (https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html) and its associated federal regulations. Both Parties agree not to share information with third parties unless authorized to do so by state or federal law.

Data obtained will be used solely for the purposes described in the Agreement. The College and the District will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.

The College and ISD will provide a copy of Sections 13, 14, and 15 of this Agreement to any employee who transfers, maintains, accesses, or reviews any confidential data obtained in accordance with the Agreement.

The confidentiality requirements shall survive the termination or expiration of the Agreement.

Security Safeguards

To ensure the continued confidentiality and security of the data, the College and District shall each independently employ industry best practices, both technically and procedurally, to protect the data from unauthorized physical and electronic access. In addition, both Parties shall adhere to the following safeguards when data covered by the Agreement is processed, stored, or transmitted on either Party's information resources:

i. Procedures and systems ensure that all student records provided by the College and District are kept in secure facilities, and access to these records is exclusively limited to authorized personnel.
ii. Procedures and systems that require the use of secure passwords to access the data.
iii. Mandatory training for personnel on information security, at least annually.
iv. Procedures and systems that ensure all data is maintained in a secure manner that prevents interception, diversion, or other unauthorized access.
v. The procedures and systems developed and implemented to access the data shall ensure that any data disclosure to third parties in accordance with applicable state law (i.e., under the Texas Public Information Act or in response to an audit or other lawful reason in accordance with the Texas Education Agency or the Texas Higher Education Coordinating Board's rules and regulations) shall comply with all provision under FERPA and Texas laws governing exceptions to disclosure of confidential student information.

Method of Access or Transfer

Individual-level student survey and academic data will be transferred between designated ISD officials and designated ACC officials in a manner that maintains the confidentiality and security of individually identifiable records and data. (Typical approaches use secure File Transfer Protocol, secure cloud-based drop box, and encryption of personally identifiable data.)

Physical Location of Data

Data will be housed in a secure physical or electronic facility accessible only to individuals authorized to access the data for the purposes stated in this document and the Agreement. Data will be stored in a manner that prevents unauthorized access to personally identifiable data. (Secured passwords will be used to access data stored electronically. Personally identifiable data

that resides for any length of time on laptops, desktop computers, CDs, or other media will be encrypted.)

Notification of Security Breach

The College and District both agree that in the event of any breach or compromise of the security, confidentiality, or integrity of shared data where personally identifiable information of a student or employee was, or is reasonably believed to have been acquired and/or accessed by an unauthorized person, the party's information system in which the breach occurs shall notify the other party of the breach within 24 hours and take immediate steps to limit and mitigate the damage, if any, of such security breach to the greatest extent possible. (Tex. Bus. & Com. Code Sections 521.001-152.) Notice shall be provided to the individuals listed in Section 16(B) below.

Disposition of Data

The College and ISD will maintain and destroy any data covered under the Agreement in accordance with each party's respective policies on records retention.

FERPA COMPLIANCE & DISCLOSURE OF EDUCATIONAL RECORDS

Students participating in a dual credit program described herein are enrolled in a post-secondary institution and are thus afforded rights under the Family Educational Rights and Privacy Act (FERPA) as post-secondary students. This means that a high school student enrolled at ACC for the purpose of participating in one of these programs, regardless of age, is granted the right to privacy in their educational records. The College will not disclose information protected under FERPA, even to a student's parent, unless the dual credit student consents to the release in writing or the parent provides proof of dependency in accordance with 34 CFR 99.31(a)(8).

For purposes of this agreement, pursuant to FERPA, the College and ISD designate each other as school officials with legitimate education interests in the educational records of the participating high school students enrolled in the College, to the extent that access to the records is required by either Party to carry out the functions of the program, enforce or comply with discrimination laws, address student safety and discipline, or any matter where a student's participation in a course or program may be affected.

ISD agrees to share disciplinary records that may affect the enrollment of a dual credit student, such as suspension, disciplinary alternative education placement, or expulsion, or that relate to conduct that is under investigation while the student is enrolled in a dual credit class.

The College and ISD will notify students, parents, and employees of applicable policies and procedures related to disclosure of educational records to ensure compliance with FERPA.

Miscellaneous

A. No Personal Liability

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee, or agent of ACC or ISD. The parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director,

employee, or agent of ACC or ISD. The parties shall be responsible for their own acts of negligence.

These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.

B. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Austin Community College District
Attn: Dr. Russell Lowery-Hart
Chancellor
6101 Highland Campus Drive
Austin, Texas 78752

To: Lake Travis Independent School District
Attn: Curtis Null, Ed.D.
Superintendent
3322 Ranch Road 620 South
Austin, TX 78738

Any party may designate a different address by giving the other party ten (10) calendar days prior written notice in the manner provided above.

C. No Waiver of Immunity

Neither ACC nor ISD waives or relinquishes any defense or right available to it under the doctrine of governmental immunity by entering into this Agreement.

D. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

E. Waiver and Breach

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

F. No Assignment

No assignment of this Agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party.

G. Governing Law

Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision).

H. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

I. Complete Agreement

This Agreement, together with the Appendices referred to herein, contains the full understanding of the Parties with respect to the agreed upon services, obligations, and responsibilities and supersedes all existing agreements and all other oral, written, or other communications between the Parties concerning the subject matter hereof. This Agreement will not be amended, modified, or supplemented in any way except in writing and signed by duly authorized representatives of both parties

ACC and ISD have executed and delivered this Agreement, which shall be effective as of September 1, 2025.

Curtis Null, Ed.D., Superintendent
Lake Travis Independent School District

11/19/2025
Date

Russell Lowery-Hart, Ph. D., Chancellor
Austin Community College District

10/30/2025
Date

Appendix A

Joining the ACC Faculty as an ISD-qualified Adjunct Faculty

ACC's Commitment to High School Faculty

ACC appreciates the efforts of our ISD and high school associates. We look forward to partnering with them to improve education in central Texas. To that end, we've committed to the following series of steps to facilitate the interview process for high school instructors who wish to teach dual credit with ACC:

- ACC will provide a checklist/document (contained below) that ISDs give interested HS faculty members BEFORE they apply to ACC that clearly explains job expectations and responsibilities and describes the process for interviewing and teaching demonstrations at the college.

- The ISDs will notify ACC of any potentially qualified teacher(s) interested in adjunct faculty assignments focused on teaching dual credit courses. Interested ISD candidates are encouraged to review and apply to openings at ACC if they meet the minimum job requirements. When completing the Job Application, be sure to input their most current job role at an ISD and complete a cover letter explaining their role, interest in teaching for ACC- as an Adjunct for the department or at their high school, and share additional information, such as if they have the support of the school to teach ACC courses on campus.

- Within 60 days of application submission, the appropriate department will schedule an interview and teaching demonstration for the applicant and notify them of acceptance or non-acceptance. If the latter decision is made, an explanation will be provided within 30 days of the decision, along with suggestions for next steps.

- Per ACC's Administrative Rule 4.0401.05, "Exceptions to Eligibility List Administration Procedures," to meet scheduling emergencies within thirty days of the start of the semester, individuals may be added to Eligibility Lists, following a review of teaching credentials, without a formal, in-person interview by the department. Any member of the Adjunct Faculty added by this provision is subsequently subject to all conditions noted in this Administrative Rule." https://sites.austincc.edu/administrative-rules/?p=1273

  If accepted for hire, the HS faculty member will complete the following training:

  (1) All required ACC compliance training,

  (2) ACC's Faculty Development asynchronous Boot Camp training, and

  (3) An orientation and introduction to the specific requirements of the academic department in which the HS faculty member would teach.

- HS faculty who teach dual credit courses for ACC will be compensated with a $500 stipend per course when taught as a part of their school district teaching load.

Interviewing

Each department determines its own interview format. Some will use a committee, some will interview one-on-one. Many will require a teaching demonstration, but they may not specify the topic to be covered. The department chair will explain the expectations, including the topic, time limits, and available technology. It would be prudent to learn about the departmental expectations for preferred teaching style before scheduling your interview, including whether the interview committee is pretending to be students or not throughout the demonstration.

During the interview, be prepared to discuss the following topics:

- your perceptions of the differences between high school and college course instruction and expectations
- how to establish a sense of belonging and connection in the classroom
- your knowledge of and experience with the course topics and curriculum
- how you would handle scheduling conflicts that arise between high school events and your course syllabus
- your approach to ensuring academic rigor and academic integrity
- how you would handle being contacted by a parent about student work

Checklist for Prospective Dual Credit Instructors

High school faculty who are interested in teaching dual credit courses on their high school campus for Austin Community College need to be aware of expectations from both their high school and the community college. This checklist will help acquaint instructors with the similarities and differences in requirements for teaching across both school levels. Where there are differences between the requirements listed below, an asterisk indicates which rules apply when dual credit courses are being taught. In some cases, the college rules will apply; in some cases, faculty will have to adhere to both the college and high school requirements.

Basic Qualifications:

SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) is the accrediting body for Austin Community College. Every prospective dual credit instructor at ACC must meet these minimum requirements. The requirements are below, and more detailed credentialing requirements by course can be found at https://www.austincc.edu/jobs/college-transcript-policy/minimum-credential-qualification-requirements/

To teach:	Faculty must have:
Academic courses toward AA or AS degrees	Master's degree in teaching discipline **or** Master's **plus** 18 graduate hours in teaching discipline
Workforce courses toward AAS degree	Bachelor's degree or higher in the discipline **or** Associate's degree in the discipline **plus** three years of documented work experience in the field

Courses toward certificate only	High school diploma; **plus** three years of documented work experience in the field; **plus** proof of specialized training in the field, e.g., license, certificate, non-credit coursework in the discipline
Developmental courses	Bachelor's degree in the discipline or a related discipline **plus** **either** one year of high school teaching experience in the discipline **or** one graduate course in teaching under-prepared students

Mission and Values

Community Colleges – General

The mission of community colleges is to support student access to and success in higher education. You can learn more about the goals of community colleges in general by visiting the website for the American Association of Community Colleges: https://www.aacc.nche.edu/

Austin Community College – Mission and Values

Austin Community College District promotes student success and community development by providing affordable access, through traditional and distance learning modes, to higher education and workforce training, including appropriate applied baccalaureate degrees, in its service area. You can learn more about our mission, values, and goals here: https://www.austincc.edu/about-acc/mission-vision-values/. More information about the ACC Board of Trustees can be found here: https://offices.austincc.edu/board-of-trustees/

Accreditation and Governing Bodies

ACC's policies are guided by the work of several groups. To help you understand some of the abbreviations in the checklist below, you may be interested in learning more about these groups.

ACC's accrediting body is SACSCOC (Southern Association of Colleges and Schools Commission on Colleges). ACC must adhere to the requirements set forth by this agency. You can learn more about SACSCOC, including its mission and values here: http://www.sacscoc.org/

THECB (Texas Higher Education Coordinating Board) guides the efforts of public colleges and universities in Texas. You can learn more about this organization here: http://www.highered.texas.gov.

ACC has a service area designated by the State Legislature consisting of all or portions of eight counties in Central Texas and 26 public school districts. Within the service area, ACC has a taxing district that is comprised of Austin, Round Rock, Leander, Hays, Elgin, Del Valle, Hays, Lockhart, and Manor school districts as well as the parts of other districts that are in the City of Austin. Residents vote themselves into the taxing district. As tax-paying residents, students who attend ACC pay lower tuition and fees than

residents from out-of-district areas. Tuition and fee rates, as all ACC policies, are approved by the elected ACC Board of Trustees.

Coursework Expectations

Course Content

High School	College*
Content is determined by the TEKS (Texas Essential Knowledge and Skills).	Course learning outcomes are established by THECB and ACC department guidelines. Specifically, transfer courses are listed in the Academic Course Guide Manual (ACGM), while workforce classes are listed in the Workforce Education Course Manual (WECM). Focus is on meeting program and course learning outcomes through either curriculum and content that is chosen by the faculty member and approved by the department or selected by the department. Depending on the department and specific course, the faculty member may have high levels of control of the specific content that is covered or how the content is covered. In courses that have additional accreditation standards, there may be less academic freedom.

Academic Freedom

High School	College*
Standards and expectations are guided by the TEKS. Faculty must meet all standards. Freedom is in how you teach content.	Standards are part of accreditation, but so is a high degree of academic freedom. There is more flexibility in what content is taught, and how it is taught in covering department and college-approved learning outcomes.

Grading Policies

High School	College*
Determined by campus and/or ISD policies. Policies may require reteach and retest.	Guided by departmental requirements. Some departments have explicit requirements, others provide more flexibility in grading to the instructor.

Consequences for attendance are determined by State law and district policies.	Faculty may choose to, but are not required to allow multiple attempts on assignments or exams. Consequences for attendance and adherence to course deadlines are determined by the instructor mostly, although some department policies may exist.

Learning Outcomes and Competencies

High School	College*
Must meet TEKS guidelines. Additional outcomes can be required by campus and/or district. See details here: http://tea.texas.gov/curriculum/teks/	Must meet SACSCOC guidelines, THECB core curriculum requirements, ACC general education competencies, course SLOs (student learning outcomes), and PSLOs (program-level student learning outcomes). See more information here: https://offices.austincc.edu/institutional-effectiveness-and-grant-development/academic-outcomes-assessment/ Assessment of student achievement of learning outcomes at ACC is done through the framework of the Discipline Assessment Cycle (DAC). Every department develops its own assessment plan, which is communicated to faculty teaching courses in that discipline. Additional general information about the DAC can be found at: https://offices.austincc.edu/institutional-effectiveness-and-grant-development/discipline-assessment-cycle-dac/

Regulations of Privacy

High School	College*
Follow FERPA - parents and guardians have access to student information.	Employees are required by law to follow FERPA - only the student has access to information, regardless of their age. Students may choose to fill out paperwork to allow parents to have access to their records. See further information here: http://www.austincc.edu/ferpa

Disability Services

High School	College*
Follow ARD paperwork or 504 plans. All accommodations and modifications must be provided.	In the college setting, course and curriculum modifications are not required for students with disabilities. However, accommodations will be approved by the college Student Accessibility Services (SAS) office on a course-by-course, case-by-case basis. Approved accommodations must be implemented by faculty. Faculty will receive a faculty notification letter (FNL or accommodation letter) through the Accessible Information Management (AIM) portal once a student has requested their accommodations. The FNL is a legal document and accommodations must be met so the college stays in compliance with the law. If you have any questions about the letter, or accommodations, please contact the SAS staff member who signed the letter, or email SAS@austincc.edu. **Accommodations may not be provided before faculty receive a Notice of Approved Accommodations.** The provision of accommodations is **not** retroactive. Learn more here: http://www.austincc.edu/support- and-services/services-for-students/student-accessibility-services-and-assistive-technology

Classroom Details

Syllabus

High School	College*
Syllabus requirements are guided by district and/or campus procedures. Students may or may not be given a syllabus for each class.	All faculty are required to post the course syllabus in the Blackboard Ultra Learning Management System and review it on the first day of class. It is recommended to provide a printed copy, and to post the syllabus online (see details about online submission below

	under Administrative Requirements / Other Requirements - lighthouse). There are specific requirements for syllabus content, which are guided by departments. Master syllabi for courses are available online: https://offices.austincc.edu/institutional-effectiveness-and-grant-development/master-syllabi-repository/

Contact Hour Requirements

High School	College*
None for faculty.	SACSCOC and THECB have strict requirements for instructional time per course. Courses are scheduled to fulfil these requirements, so ACC does not allow faculty to end class early, or cancel class.

Calendar

High School	College*
Calendar is more flexible to account for student schedules and school activities.	Due to contact hour requirements, there is very little flexibility in the calendar. You may need to work with your ISD and CHSR to adjust class meeting days in advance to maintain required contact hours as necessary. The ACC calendar, including withdrawal deadlines and other important dates, can be found here: https://students.austincc.edu/calendars/academic-calendar/

Administrative Requirements

Evaluation Process

High School	College*
School district evaluation policies will be followed.	All faculty participate in the college-wide faculty evaluation process. The evaluations are conducted at the department level according to department policies and rubric. Each department is required to follow the college-wide system. Faculty must submit various components each year depending on their year in the evaluation cycle. Faculty reflection forms are required each fall and spring semester, with some departments requiring summer submissions. Specific department requirements can be found here: https://instruction.austincc.edu/faceval/ Student evaluations must be completed every semester for every course, including dual credit. Course evaluation information is available here: https://tled.austincc.edu/home/faculty-support/course-development/course-evaluation/ See evaluation details here: http://www.austincc.edu/hr/eval/faculty.php

Attendance Certification

High School	College*
Daily attendance is required and must be posted for all courses.	Faculty are not required to take daily attendance although it is HIGHLY recommended, Course attendance certification is required by the census date in which a student's attendance is tracked till the 12th class day. If a student receives a failing grade, faculty are also required to submit the last day the student attended or engaged in class activities. See details here: https://offices.austincc.edu/admissions-and-enrollment/attendance-certification-requirements-grade-submission-deadlines/attendance-certification-questions-and-answers/

Grade Submission

High School	College*
Guided by district policy in HS only classes.	Grades are submitted online (https://web7.austincc.edu/myacc/) and deadlines are specified each semester by the academic calendar. Timely grade submission is critical for student financial aid and college transfer purposes.

Required Training

High School	College*
Many required trainings, guided by district and/or campus.	Adjunct faculty are required to complete 4 hours of professional development each academic year, including the annual compliance training: • Cybersecurity Awareness • Active Shooter • Preventing Harassment & Discrimination: Non-Supervisors Clery and Title IX • Accommodating People with Disabilities All new dual credit instructors must complete the Dual Credit Faculty Orientation Training, inclusive of Departmental Training as required (four hours in total); all new faculty must be assigned a mentor.

Professional Development

High School	College*
District and SBEC rules apply.	ACC requires 12 clock hours for Full-Time faculty and 4 clock hours for Adjunct faculty each fiscal year. Selections must be approved by your department chair.

Departmental Meetings

High School	College*
Mandatory as determined by campus procedures.	Departments determine meeting frequency. New high school adjuncts are expected to attend at least one generally at the beginning of the Fall or Spring semester. Faculty are encouraged to visit with their department chair if they are unable to attend.

Other Requirements

High School	College*
Varies by District.	Syllabus, Curriculum Vita (Resume), and office hours must be posted on Lighthouse. (https://lighthouse.apps.austincc.edu/) ACCmail (email) is the primary form of communication between the college and faculty members, as well as between students and faculty members. All faculty are expected to access their ACCmail regularly. (http://www.austincc.edu/accmail) All communication with students must be conducted via their ACC Gmail account. Faculty may not communicate with students using their personal or high school email accounts.

How ACC will support you in your teaching

ACCeID

All online resources at ACC are accessed through a secure system. You will need a login and password known as the ACCeID. (http://www.austincc.edu/acceid)

Online Learning Management System

High School	College*
Determined by campus and or district.	Blackboard Ultra is the LMS and is required for all courses including in-person and virtual. Blackboard Ultra must be used to provide feedback and grades to students. A welcome message is also required for all classes including in-person and virtual.

	Training is available online through the Office of Distance Education. https://de.austincc.edu/distance-education-training/

Contact person

High School	College*
High school liaison varies across each campus (i.e. Counselor, Administrator, Coordinator)	High School Programs liaison. Jason Sanchez (jsanche1@austincc.edu) – Director, High School Programs Enrollment and Partnerships Dr. Melissa Biegert (melissa.biegert@austincc.edu) – Director, High School Programs Academic Success Mison Yun (mison.yun@austincc.edu) – Associate Vice Chancellor, College and High School Relations

Support for Students and Faculty

ACC provides many services to support students. Faculty should be aware of these, to ensure that students are given the assistance they need. Learn more about ACC support services here: http://www.austincc.edu/support-and-services

Students and faculty can both benefit from ACC Library Services. Learn more about resources here: http://library.austincc.edu/

ACC also has employee associations to support faculty. If you are selected as an adjunct, you may wish to consider taking an active role in the Adjunct Faculty Association: http://sites.austincc.edu/afa/

The Texas Community College Teachers Association is an organization devoted to all community college teachers. Here, you can learn about teacher's issues and get legal support. http://www.tccta.org/

Additional Resources
This checklist is just the beginning. There is more to learn about becoming a part of the ACC faculty. We encourage you to explore more by reviewing the ACC Faculty Handbook here: http://www.austincc.edu/offices/human-resources/faculty-handbook
You will also find helpful information on the ACC website for Faculty and Staff: http://www.austincc.edu/facstaff/

Appendix B

Dual Credit Program Agreement

Purpose

ACC and ISD enter into the following program agreement to provide Dual Credit for ISD students. Dual Credit requirements are identified in 19 TAC Chapter 4, Subchapter D, *Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges*, §4.85.

The following conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board Rules and Regulations, §4.84, and ACC Board Policy GH (LEGAL):

Eligible Dual Credit Courses

Eligible dual credit courses are (a) courses identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual and included in ACC's Core Curriculum; **or** (b) be identified as a college-level workforce education course required for an Associate of Applied Science (AAS) degree or certificate program and approved in the current edition of the Workforce Education Course Manual (WECM) and foreign language courses. Approved courses for the dual credit program are included at the end of this appendix.

GENERAL PROVISIONS FOR DUAL CREDIT

DEFINITIONS

1) This Memorandum of Understanding ("Agreement") is entered into by and between Austin Community College District ("ACC") and the Independent School District ("ISD") for the purpose of offering dual credit courses. These courses shall provide eligible high school students the opportunity to earn college credit applicable toward a certificate or associate degree at ACC. Such courses may also fulfill high school curriculum requirements, subject to the discretion and approval of the ISD. This Agreement expressly incorporates by reference all applicable dual credit requirements as set forth in the Texas Administrative Code ("TAC") and the accreditation standards established by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC"), including any amendments or revisions made to such requirements or standards during the term of this Agreement.

ELIGIBLE COURSES

1) Courses must be identified as college-level academic courses in the current edition of the Lower Division General Academic Course Guide Manual and be included in ACC's Core Curriculum; or be identified as a college-level workforce course required for an Associate of Applied Science (AAS) degree or certificate program and approved in the current edition of the Workforce Education Course Manual (WECM) and foreign language courses.

2) Instruction, instructional materials, and grading will be at the equivalent level of instruction, instructional materials, and grading used for the identical course taught on the main campuses of the College.

STUDENT ELIGIBILITY

1) To participate in Dual Credit, students must meet the College's entrance requirements (including satisfactory completion of the Texas Success Initiative (TSI) in the areas required for the course(s) in which they wish to enroll or documentation of exemption status).

2) Dual credit students must have successfully completed eighth grade.

LOCATION AND STUDENT COMPOSITION OF CLASSES

Dual credit college classes must be taught on the college campus, on the high school campus, or via distance learning. Courses taught at the high school may only be composed of dual credit students. Courses taught on the college campus may be composed of students from both dual and regular college credit programs.

As part of this program agreement, ISD will assign ACC faculty to a classroom to carry out the functions of the dual credit program for courses located on an ISD campus. ISD retains control of all classroom space under this agreement. In order to ensure the program is equipped for college-level instruction, ISD will provide the following:

- Adequate board space.
- Computer/Laptop equipment with projection in the classroom.
- Internet access that lifts ISD's firewall restrictions during the delivery of instruction of dual credit courses to ensure comparable delivery of instruction and access to course materials, as found in college-level courses, pending ISD requirements.
- Upon receiving an advanced written request from ACC faculty for multimedia equipment, ISD will provide notice of the equipment's availability and provide it if it is available.
- A classroom that is available and ready within the allotted instructional class time(s).
- Access to the staff/faculty restroom.
- Non-visitor designated parking location for teaching faculty.

ISD will designate an official contact who will facilitate the classroom instructional needs listed above. ISD will notify the ACC High School Programs Office of the name and contact information of the designated liaison.

In addition to Section 9(d) in the Agreement, ISD agrees to provide ACC copies of all documents concerning any applicable rules, regulations, policies, and procedures of ISD related to security or restriction, which would be applicable to ACC faculty while present on ISD campus.

TRANSPORTATION

The College assumes no obligation or responsibility for the transportation of students to or from ACC campuses for the dual credit course provided in this agreement.

Dual credit college classes must be taught on the college campus or on the high school campus or via distance learning.

FACULTY SELECTION, SUPERVISION, AND EVALUATION

1) All instructors must meet the minimum faculty requirements as specified by ACC in accordance with the guidelines of the Southern Association of Colleges and Schools Commission on Colleges.

2) The College shall select, supervise, and evaluate instructors for courses that result in the award of credit, regardless of the location where the course is offered.

3) High school instructors applying to teach dual credit courses should complete the steps specified in the "Joining the ACC Faculty". See Appendix A.

4) ACC will provide each ISD employee teaching a dual credit course with a stipend of $500 per section for required professional development.

5) Instructors, even if employed by and paid by an Independent School District, must be supervised in instructional matters by the ACC Department Chair and must meet all administrative and evaluation requirements, as well as attend required faculty training, including dual credit faculty training.

6) Any ISD concerns about faculty will be evaluated by the instructor's ACC Department Chair and Academic Dean.

7) Official college transcripts of instructors must be kept on file at the College.

8) The availability of courses structured under Dual Credit is contingent upon the availability of ACC faculty. Students may need to take classes on an ACC campus or via distance learning to continue with a sequence.

COURSE CURRICULUM, INSTRUCTION, AND GRADING

1) The curriculum for any course offered by ACC for dual credit shall be the same as the regular college curriculum.

2) Instruction of college courses that may be used for dual credit shall be held to the same departmental and curricular standards as all other courses in that discipline.

3) The same standards of grading shall apply for all courses taught by ACC, regardless of whether the course is delivered on an ACC campus, high school campus, or via distance learning.

4) ACC will ensure the use of the same textbook, to the extent possible, for the same course taught within a two-year cycle.

ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

Academic policies applicable to courses taught at one of the college's campuses also apply to dual credit courses taught at a high school, ACC campus, or via distance learning. Students in dual credit courses are eligible to utilize the same College support services as all other College students.

STUDENT SUPPORTS, SERVICES, AND RESOURCES

ISD and ACC will collaborate to facilitate, as appropriate, the provision of student support services, including electronic resources delivered via technology, for students enrolled in college courses.

ACC will collaborate with ISD to identify students at risk of not completing college coursework and provide effective interventions to support them.

ACC will partner with ISD to develop a process for communicating faculty-initiated withdrawals to students who are not in compliance with course policies or are not meeting the course objectives outlined in the syllabus. ISD shall develop a plan to transition students into a high school credit recovery or other applicable program.

ISD shall be knowledgeable of ACC enrollment, attendance, and conduct policies as specified in the "Student Rights and Responsibilities" of the ACC Catalog and Student Handbook.

ACC will provide ISD with student data in accordance with Section 13: Data Sharing & Privacy, as outlined in the Terms & Conditions of the Agreement, to assist counselors in monitoring and guiding students' academic progress at least once per semester.

ACC and ISD will collaborate to ensure that all students complete an ACC mid-semester grade report.

ACC and ISD will work together to ensure all students who are not meeting Satisfactory Academic Progress meet with an ACC Academic Success team member for academic advising.

GRADES AND TRANSCRIPTING OF CREDIT

College credits will be transcribed upon a student's completion of course(s) each semester.

ACC will ensure designated ISD staff receive grades within three business days of the final grade submission deadline.

ISD will provide ACC with final transcripts for dual credit students who plan to attend ACC post high school graduation.

FUNDING

The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (TEC 42.005(g)) and the Board (TEC 61.059(p) and (q)). The College may claim funding for all students getting college credit in core curriculum, foreign language, or career and technical education courses.

TUITION AND FEES WAIVER

Austin Community College will waive tuition and fees for up to 60 semester credit hours.

The dual credit tuition and fees waiver will only be applied to college credit courses that are part of the ACC Core Curriculum or a workforce course included in a certificate or associate of applied science degree, as well as foreign language courses. All remaining ACC courses will be assessed regular tuition and fees according to a student's residency.

The student will be charged full tuition and fees based on residency for courses taken in excess of the 60-semester credit hour limit and non-eligible courses.

The dual credit tuition and fees waiver is subject to change without notice by the ACC Board of Trustees.

Students may begin ACC courses as Juniors or Seniors

LT ACC approved courses are listed below with their LT Equivalent

Summer Course

ACC Course	LT Course
US History 1302=	US History Full Year Credit 1.0

Year 1 sequence = 2 high school credits and 4 college credits/12 college hours

ACC Course	LT Course
English 1301 /1302 =	Juniors English 3 = 1.0 credits
English 1301 /1302 =	Seniors 1st year English 4 = 1.0 credits
US Govt 2305 and Economics 2301=	US Gov't/Econ = 1.0 credits

Year 2 sequence options= 2 high school credits and 4 college credits/12 college hours

ACC Course	LT Course
British Lit 2323 =	English 4 = 1.0 credits LTHS completed in Fall
Music Appreciation 1301 =	Fine Art = 1.0 credits LTHS completed in Spring
TX Govt 2306 =	Special Topics in Social Studies =1.0 credits
Anthropology 2351 =	Special Topics in Social Studies =1.0 credits
College Algebra 1314 =	Independent Study in math = 1.0 credits
Geology 1301=	Earth and Space Science = 1.0 credits
US HIST 1301=	Special Topics in Social Studies=1.0 credi

PARTNERSHIP AGREEMENT
BETWEEN
AUSTIN COMMUNITY COLLEGE DISTRICT
AND
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
FOR
EDUCATIONAL PROGRAMS

September 1, 2025 – August 31, 2028

PURPOSE

The institutions named above (hereinafter "College or "ACC" and "ISD") enter into the following agreement for the implementation of the partnerships identified in 19 Texas Administrative Code §9.143(b) and (e), which involve high school students in ISD who are not enrolled at ACC while participating in these programs.

The purpose of this Agreement is to outline the roles and responsibilities of ACC and ISD in participating in these high school programs. This Agreement encompasses the Articulated Credit Program, as allowed under 19 Texas Administrative Code §4.83, and College Preparatory Courses, as outlined in 19 TAC §9.147 and Texas Education Code §28.014.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACC and ISD agree as follows:

TERMS AND CONDITIONS

Entire Agreement
This Agreement, including the Appendices which are attached hereto and incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described.

Program Definitions

- Appendix A: Articulated Credit
- Appendix B: HB5 College Preparatory Courses

Program Definitions

Appendix A: Articulated Credit

An ACC Articulated Credit program agreement between ACC and the ISD will enable students to earn college credit in escrow through enrollment in a high school-level career and technical education (CTE) course(s) aligned with eligible ACC introductory workforce courses.

Appendix B: HB5 College Preparatory Course

ACC and ISD, or "school district," enter into the following agreement to develop locally tailored college preparatory courses in Mathematics and English Language Arts, specifically designed for high school seniors who have not yet demonstrated college readiness. This Agreement aims to enhance the college readiness of high school students, thereby reducing the need for students to enroll in developmental education courses upon entering an Institution of Higher Education (IHE), and to encourage direct college enrollment immediately after high school.

Confidentiality of Data

Both Parties will maintain the confidentiality of any and all student data shared with it in compliance with the Federal Educational Rights and Privacy Act (FERPA) (https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html) and its associated federal regulations. Both Parties agree not to share information with third parties unless authorized to do so by state or federal law.

Data obtained will be used solely for the purposes described in the Agreement. The College and the District will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.

The College and ISD will provide a copy of Sections 13, 14, and 15 of this Agreement to any employee who transfers, maintains, accesses, or reviews any confidential data obtained in accordance with the terms of this Agreement.

The confidentiality requirements shall survive the termination or expiration of the Agreement.

Security Safeguards

To ensure the continued confidentiality and security of the data, the College and District shall each independently employ industry best practices, both technically and procedurally, to protect the data from unauthorized physical and electronic access. In addition, both Parties shall adhere to the following safeguards when data covered by the Agreement is processed, stored, or transmitted on either Party's information resources:

1. Procedures and systems ensure that all student records provided by the College and District are kept in secure facilities, and access to these records is exclusively limited to authorized personnel.

2. Procedures and systems that require the use of secure passwords to access the data.
3. Mandatory training for personnel on information security, at least annually.
4. Procedures and systems that ensure all data is maintained in a secure manner that prevents interception, diversion, or other unauthorized access.
5. The procedures and systems developed and implemented to access the data shall ensure that any data disclosure to third parties in accordance with applicable state law (i.e., under the Texas Public Information Act or in response to an audit or other lawful reason in accordance with the Texas Education Agency or the Texas Higher Education Coordinating Board's rules and regulations) shall comply with all provision under FERPA and Texas laws governing exceptions to disclosure of confidential student information.

Method of Access or Transfer

Individual-level student survey and academic data will be transferred between designated ISD officials and designated ACC officials in a manner that maintains the confidentiality and security of individually identifiable records and data. (Typical approaches use secure File Transfer Protocol, secure cloud-based drop box, and encryption of personally identifiable data.)

Physical Location of Data

Data will be housed in a secure physical or electronic facility accessible only to individuals authorized to access the data for the purposes stated in this document and the Agreement. Data will be stored in a manner that prevents unauthorized access to personally identifiable data. (Secured passwords will be used to access data stored electronically. Personally identifiable data that resides for any length of time on laptops, desktop computers, CDs, or other media will be encrypted.)

Notification of Security Breach

The College and District both agree that in the event of any breach or compromise of the security, confidentiality, or integrity of shared data where personally identifiable information of a student or employee was, or is reasonably believed to have been acquired and/or accessed by an unauthorized person, the party's information system in which the breach occurs shall notify the other party of the breach within 24 hours and take immediate steps to limit and mitigate the damage, if any, of such security breach to the greatest extent possible. (Tex. Bus. & Com. Code Sections 521.001-152.) Notice shall be provided to the individuals listed in Section 16(B) below.

Disposition of Data

The College and ISD will maintain and destroy any data covered under the Agreement in accordance with each party's respective policies on records retention.

FERPA COMPLIANCE & DISCLOSURE OF EDUCATIONAL RECORDS

Students participating in a dual credit program described herein are enrolled in a post-secondary institution and are thus afforded rights under the Family Educational Rights and Privacy Act

(FERPA) as post-secondary students. This means that a high school student enrolled at ACC for the purpose of participating in one of these programs, regardless of age, is granted the right to privacy in their educational records. The College will not disclose information protected under FERPA, even to a student's parent, unless the dual credit student consents to the release in writing or the parent provides proof of dependency in accordance with 34 CFR 99.31(a)(8).

For purposes of this agreement, pursuant to FERPA, the College and ISD designate each other as school officials with legitimate education interests in the educational records of the participating high school students enrolled in the College, to the extent that access to the records is required by either Party to carry out the functions of the program, enforce or comply with discrimination laws, address student safety and discipline, or any matter where a student's participation in a course or program may be affected.

ISD agrees to share disciplinary records that may affect the enrollment of a dual credit student, such as suspension, disciplinary alternative education placement, or expulsion, or that relate to conduct that is under investigation while the student is enrolled in a dual credit class.

The College and ISD will notify students, parents, and employees of applicable policies and procedures related to disclosure of educational records to ensure compliance with FERPA.

Conflict Resolution

The Parties agree to resolve issues that may arise in the course of this partnership. In the event a conflict or disagreement should arise in the interpretation or implementation of the obligations, terms, and responsibilities of the Parties to this agreement, each Party shall designate administrative liaisons for purposes of resolving concerns at both the campus (liaison must be Principal or other designated campus administrator) and central administrative levels. In order to be collaborative, ACC must be able to communicate with administrators on campuses in which dual credit students/programs are present. If resolution is not found through those levels, a request may be made that the matter be handled through the Party's respective legal counsel.

Term and Termination

The term of this agreement is for one year from September 1, 2025 through August 31, 2028. The College reserves the right terminate this agreement upon service of notice to ISD sixty (60) days prior to the expiration of any academic term.

Miscellaneous

A. No Personal Liability

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee, or agent of ACC or ISD. The parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of ACC or ISD. The parties shall be responsible for their own acts of negligence.

These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.

B. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Austin Community College District
Attn: Russell Lowery-Hart, Ph.D.
Chancellor
6101 Highland Campus Dr
Austin, Texas 78752

To: Lake Travis Independent School District
Attn: Curtis Null, Ed.D.
Superintendent
3322 Ranch Road 620 South
Austin, TX 78738

C. No Waiver of Immunity

Neither ACC nor ISD waives or relinquishes any defense or right available to it under the doctrine of governmental immunity by entering into this Agreement.

D. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

E. Waiver and Breach

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

F. No Assignment

No assignment of this Agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party.

G. Governing Law

Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision).

H. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

I. Complete Agreement

This Agreement, together with the Appendices referred to herein, contains the full understanding of the Parties with respect to the agreed upon services, obligations, and responsibilities and supersedes all existing agreements and all other oral, written, or other communications between the Parties concerning the subject matter hereof. This Agreement will not be amended, modified, or supplemented in any way except in writing and signed by duly authorized representatives of both parties

ACC and ISD have executed and delivered this Agreement, which shall be effective as of September 1, 2025.

Curtis Null, Ed.D., Superintendent
Lake Travis Independent School District

11/19/2025
Date

Russell Lowery-Hart, Ph.D., Chancellor
Austin Community College District

10/30/2025
Date

Appendix A

Articulated Credit Program Agreement

Purpose

The ACC Articulated Credit program is a collaboration between ACC and the ISD that enables high school students to earn college credits-in-escrow through enrollment in high school Career and Technical Education (CTE) courses aligned with ACC workforce courses. The program recognizes career and technical education (CTE) and related academic preparation in a specific career field. The partnership offers an approved sequential pathway that eliminates duplication of coursework, enabling students to earn college credit and pursue a college certificate and or degree.

PURPOSE

The purpose of this program agreement is to offer students in a workforce high school endorsement area an opportunity to receive lower-division college credit toward a certificate or degree. Upon successful completion of the articulated course, high school students earn college credits in escrow. Students can apply their articulated credits in escrow after successfully completing at least one ACC college credit class with a grade of "C" or higher.

ELIGIBLE COURSES

Articulated courses are those specifically identified, aligned, and approved through the articulation process between ACC and the ISD.

This agreement defines each articulated course, based on a set of competencies and assessment methods determined by the ACC Instructional Department chair and the ISD faculty by subject area. Courses available for articulation are determined by ACC instructional departments and the Office of College and High School Relations.

An annual comprehensive review will be conducted, or at the request of either party, at any time, to ensure the industry and performance standards are met and any necessary curriculum changes are made. The courses available for articulation are listed: (SEE ATTACHMENT "A" at the end of Appendix A).

[1] 19 Tex. Admin. Code§ 4.83-Articulated College Credit--Credit earned through a high school level course that fulfills specific requirements of an identified college-level course and provides a pathway for high school students to claim credit toward a technical certificate or technical degree at a partnering institution of higher education.

STUDENT ELIGIBILITY

- Students must be in 9th or 10th grade to participate in an articulated class and receive credit in escrow. Some course exceptions may be approved based on external certifications or the sequencing of courses.
- Students must enroll in the ACC HS StARS (High School Student Achievement Reporting System) in order to receive credit in escrow.
- Students must successfully complete each specified high school course with an ACC-created or approved end-of-course assessment grade of 70 or higher and a final overall average of 80 or higher in order for credit-in-escrow to be earned and awarded.

LOCATION AND STUDENT COMPOSITION OF CLASSES

Courses are taught at approved high school locations. Locations are approved by ACC Instructional Departments.

FACULTY SELECTION, SUPERVISION, AND TRAINING

- Articulated courses are designed to recognize quality workforce training. ACC and the ISD will ensure high standards are maintained in the delivery of instruction.
- ISD faculty who teach the ACC courses at the high school for articulated credit granted under this agreement must be approved to teach by the ACC instructional department.
- ISD faculty are required to complete online training offered by ACC annually to ensure that each course is aligned with Articulated Credit requirements.
- ISD faculty will be required to attend ACC scheduled department meetings each Fall.
- ISD faculty will be required to submit a copy of college transcripts and a current resume to be eligible to teach the ACC courses at the high school for articulated credit.
- ISD faculty will be responsible for creating and recording ACC articulated course(s) in the HS StARS (High School Student Achievement Reporting System) by designated deadlines.

COURSE CURRICULUM, INSTRUCTION, AND GRADING

- ACC will provide current course syllabi and course content guides that clearly identify the course objectives, evaluation, student outcomes, and end-of-course assessments.
- The ISD agrees to incorporate all course outcome objectives, TEA Texas Essential Knowledge and Skills (TEKS), Workforce Education Course Manual (WECM) requirements, and course competencies developed and approved under this articulation agreement as part of the high school articulated courses.
- ISD agrees to provide teachers with the college textbooks, materials, and supplies required for ACC courses.

TUITION AND FEES WAIVER

Students will not be charged tuition or fees for enrolling in an articulated course provided at their high school under this agreement, nor for the credit earned under this agreement.

AWARDING OF CREDIT AND TRANSCRIPTING

- Upon enrollment at Austin Community College (ACC), students must meet all ACC admission requirements to be eligible for program continuation or credit via articulation.
- The student must enroll in ACC within 24 months of graduating from high school.
- Students must successfully complete at least one ACC credit course with a C or better before "Credits-in-Escrow" will be applied to their ACC Transcript.
- The ACC Office of College and High School Relations will be responsible for transferring the articulated credit in escrow from HS StARS to the student's transcript.
- This Agreement must be kept on file with the ISD and the ACC Office of College and High School Relations.

ISD RESPONSIBILITIES

- ISD will promote the ACC-ISD articulation agreement program opportunities with students, parents, and ISD personnel.
- ISD will provide registration support to students for the HS StARS platform.
- ISD will report the final course grade in the HS StARS (High School Student Achievement Reporting System) by the last day of high school for that calendar year. This is the responsibility of the articulated course teacher. The ISD is responsible for ensuring this is done by the teacher.
- ISD will ensure all high school instructors teaching an ACC articulated course complete the virtual training modules prior to the first day of instruction.
- ISD will advise students of their eligibility and responsibility to become familiar with the policies, procedures, and registration processes associated with the articulated credit program.

ACC RESPONSIBILITIES

- ACC will meet with ISD personnel (including faculty) to complete the course articulation procedure through the school and college faculty curriculum process for high school articulated credit.
- ACC will provide ISD faculty with an introduction and orientation to the College's articulated credit program.
- ACC will provide registration and enrollment support to ISD faculty and students in the HS StARS platform.
- ACC will coordinate ISD faculty training for each discipline area with approved articulated courses.
- ACC will provide ISD personnel and faculty with a calendar that reflects the articulated program registration, enrollment, and grading timelines.
- ACC will notify articulated credit students of their credits-in-escrow annually.
- If the student enrolls in ACC within 24 months of high school graduation and successfully completes at least one ACC credit course with a grade of C or better, ACC will ensure that college credit is included in the student's ACC transcript.

OTHER/GENERAL

- ACC agrees to support the ACC six-year curriculum plan for the designated discipline to be offered from Grade 9 through the Associate Degree.
- The ISD and ACC will participate in an annual review of this Articulation Agreement and the courses included therein to assist in the continued refinement of the ACC education plan.
- Implementation of ACC courses under this agreement must follow ACC's articulated credit guidelines and procedures.
- Parties involved in this agreement pledge to make every effort possible to support the successful completion of education plans for all ACC enrolled students.

ACC Approved Articulation Courses (subject to change in an academic year)

Appendix B

College Preparatory Courses Agreement

Purpose

ACC and ISD, or "district," enter into the following agreement to develop locally tailored college-prep courses in mathematics and English language arts, specifically designed for high school seniors who have not yet demonstrated college readiness. This Agreement aims to enhance the college and career readiness of high school students, reduce the number of students required to enroll in developmental education courses upon entering an Institution of Higher Education (IHE), and promote college enrollment immediately after high school graduation.

In accordance with the 83rd Legislature of the State of Texas House Bill No. 5, Section 10 and as written into the Texas Education Code (TEC) 28.014. The school district has partnered with ACC to develop and provide courses in College Prep Mathematics and English Language Arts.

The courses must be designed for students in the 12th grade level, whose performance on:

1. An end-of-course instrument does not meet college readiness standards; or
2. A college entrance examination or an assessment instrument indicates that the student is not ready to perform entry-level college coursework; and
3. To prepare students for success in entry-level college courses

Additionally, ACC and the school district agree to collaborate on developing and maintaining courses that meet the terms of the agreement as outlined below. ACC and the school district will meet at least once per year to maintain the integrity and to evaluate the effectiveness of the program.

COURSE DEVELOPMENT AND CURRICULUM

1. ACC and the ISD agree to utilize course outcomes as presented in the Texas College and Career Readiness Standards.
2. ACC agrees to ensure that the Student Learning Outcomes are based upon the college developmental education sequence and prerequisite gateway college mathematics and English courses. The school district will ensure that the TSC Student Learning Outcomes are aligned with the College and Career Readiness Standards (CCRS) and the Texas Essential Knowledge and Skills (TEKS).
3. ACC will develop a basic course syllabus that includes course identifying information, student learning outcomes, instructional materials, and performance measures. ACC will provide the school district with electronic copies of its College Prep Course syllabi.
4. The school district will provide these classes utilizing the Student Learning Outcomes identified in the ACC syllabus for the course. The school district will provide students with

all necessary course materials, including textbooks, syllabi, course packets, and other required materials for enrollment and participation in the College Prep courses.

5. Students enrolled in the College Prep Courses will not earn college credit for the course(s).
6. Faculty Selection, Supervision, and Evaluation:
7. The school district will assign highly qualified faculty to teach the College Prep Courses
8. ISD faculty are required to complete online training offered by ACC annually to ensure that each course is aligned with college readiness expectations.
9. ISD faculty will be required to attend ACC-scheduled department meetings for College Prep courses each Fall and Spring.
10. High School faculty will be required to utilize the HS StARS system to record enrollments, final grades, and waiver recommendations.
11. The College will designate personnel to monitor the quality of instruction in order to ensure compliance with this Agreement.

LOCATION OF CLASSES

College Prep Courses developed under Section 28.014 will be held on the campuses of the school district's high schools offering the course. Each school district must offer the College Prep Courses.

Identifying College Prep Course Students:

ISD will assume responsibility for identifying eligible students. The school district shall provide notice to each eligible student and parent who has not demonstrated college readiness regarding the benefits of enrolling in the College Prep Course(s). The school district will provide support for students to schedule the course(s) into the student's graduation plan.

ACC may collaborate with the school district, as requested, to hold informational sessions for students and their parents.

COURSE SUCCESS AND COLLEGE READINESS

ACC and the school district have agreed that students will be determined to be "college ready" upon meeting the terms defined below:

1. ACC will develop and provide the end-of-course assessment and grading rubrics for the College Prep Course for Math and for the College Prep Course for English.
2. Students must successfully complete the College Prep course with a grade of 70 or better on the ACC-developed end-of-course assessment and a final overall average of 70 or better in order for the TSI Waiver to be recommended.
3. Students are required to enroll in the College's HS StARS platform in order to participate in the college readiness course(s).

TRANSCRIPTION OF CREDIT

Upon enrollment at Austin Community College (ACC), students must meet all ACC admission requirements.

1. The student must enroll in ACC within 24 months of graduating from high school.
2. Students must successfully complete at least one ACC credit course in the subject area of the TSI waiver within 12 months of enrollment.
3. The ACC Office of College and High School Relations will be responsible for uploading TSI waiver data based on HS StARS enrollments and credit recommendations.

Articulation Requests for 2025-2026

District Name: Lake Travis

College Course	High School Course Name	PEIMS Course Number
DFTG 1405 Technical Drafting	Principles of Architecture	13004210
HPRS 1206 Medical Terminology	Medical Terminology	13020300
CDEC 1354 Child Growth & Development	Child Development	13024700
CJSA 1348 Ethics in Criminal Justice	Law Enforcement I	13029300
ARTC 1302 Digital Imaging	Digital Media	13027800

CONSOLIDATED ADDENDUM AND AMENDMENT

Relating to:

A. the ***"Partnership Agreement between Austin Community College and Lake Travis Independent School District for Dual Credit Programs"*** (the "Dual Credit MOU"), term stated as September 1, 2025 – August 31, 2028; and

B. the ***"Partnership Agreement between Austin Community College District and Lake Travis Independent School District for Educational Programs (Articulated Credit; HB5 College Preparatory Courses)"*** (the "Educational Programs Agreement"), term stated as September 1, 2025 – August 31, 2028.

Effective as of the date of last signature below (the "Effective Date"), the Austin Community College District ("ACC") and Lake Travis Independent School District ("LTISD") (individually, a "Party," and, together, the "Parties") agree that the Agreements listed above are amended as set forth in this Consolidated Addendum and Amendment (the "Addendum"). Except as expressly amended herein, all other terms in the above-referenced agreements remain in full force and effect.

1. Term and Termination

1.1 Educational Programs Agreement. Section titled "Term and Termination" is replaced in its entirety with the following:

> "Term. This Agreement begins September 1, 2025 and ends August 31, 2028 (the "Term"). Either Party may terminate this Agreement for convenience upon sixty (60) days' prior written notice. If fewer than sixty (60) days remain in a semester, unless otherwise agreed by the Parties, termination will be effective at the end of the current semester (or school year, as applicable) so that enrolled students may complete in-progress coursework."

1.2 Dual Credit MOU. The section titled "Term and Termination" is clarified by adding the following sentence at the end of that section:

> "Annual program reviews are informational and do not constitute renewal. Renewal, if any, occurs only at the end of the Term by written agreement of both Parties."

2. Responsibility; Immunity

Each Party is responsible for its own negligent acts or omissions and those of its employees to the extent permitted by Texas law. Nothing herein waives governmental immunity, creates indemnity obligations not authorized by law, or creates any third-party beneficiary rights.

3. Student Data; Minimization; Use Limitations

LTISD will provide only the minimum student information necessary to administer a student's participation in programs under the Agreements, and only for enrolled or actively applying participants. ACC shall use such information solely for eligibility, enrollment, advising, instruction, and legally required reporting for the programs described in the Agreements, and not for general marketing or outreach unrelated to a student's active participation, unless permitted by law and LTISD policy with appropriate notice. Middle-school datasets and parent contact information are excluded unless separately authorized by LTISD in writing for a defined, program-specific need.

4. Security Incidents; Parent/Guardian Notifications

If a security incident or other event requires notification to parents/guardians of LTISD students, LTISD will control the content and delivery of such notifications. ACC will promptly provide all facts and cooperation reasonably requested to support LTISD's notices.

5. Publicity; Marks; Press

Neither Party may use the other Party's name, logo, or marks, nor issue public communications referencing the other Party, without prior written approval from that Party's designated communications office. Joint press must be pre-cleared by both Parties.

6. Venue; Governing Law

Texas law governs. The exclusive venue for any dispute arising under either Agreement or this Addendum is a court of competent jurisdiction in Travis County, Texas.

7. Independent Contractor; Subcontracting

7.1 No Partnership; No Agency; Independent Contractors. The Parties cooperate to deliver educational opportunities but do not form a partnership, joint venture, or agency relationship.

Each Party acts as an independent contractor and has no authority to bind the other. No fiduciary duties arise between the Parties.

7.2 Subcontracting. A Party may not subcontract services that involve access to LTISD students, campuses, or student data without LTISD's prior written consent. Any approved subcontractor must comply with all background-check, safety, confidentiality, and data-protection obligations in this Agreement and applicable law. The hiring Party is responsible for its subcontractors' acts and omissions.

8. Background Checks and Campus Access

ACC will ensure all personnel assigned to LTISD campuses or who will interact with LTISD students satisfy Texas Education Code §22.0834 and LTISD Board Policies CJ (LEGAL/LOCAL), CJA (LEGAL/LOCAL), and DH (LEGAL/LOCAL/EXHIBIT). ACC will remove, at LTISD's request, any individual who fails to meet these requirements or whose presence is reasonably determined by LTISD to be contrary to student safety. Costs associated with ACC personnel's compliance rest with ACC.

9. Changes in Law, Accreditation, or Funding (including FAST)

If changes in applicable law, regulation, accreditation, or funding (including FAST rates/eligibility) materially affect obligations or program feasibility, either Party may request good-faith renegotiation; failing resolution within thirty (30) days, either Party may terminate on thirty (30) days' written notice, effective end-of-term for enrolled students.

10. Operational Reasonableness and Costs

LTISD's provision of facilities, technology, and operational support will be performed within reasonable time and resource constraints consistent with district policy and law. Any new or material cost impacts will be subject to mutual written agreement.

11. Order of Precedence; No Exclusivity

If there is a conflict between this Addendum and the Agreements, this Addendum controls. Nothing in the Agreements or this Addendum grants exclusivity; LTISD may partner with other institutions for similar programs.

12. Counterparts; Electronic Signatures

This Addendum may be executed in counterparts and by electronic signature, each of which will be deemed an original and all of which together constitute one and the same instrument.

[Signature Page follows]

Agreed and accepted by the Parties, effective as of the date last signed below.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

11-19-2025

Curtis Null, Ed.D., Superintendent — Date

AUSTIN COMMUNITY COLLEGE DISTRICT

11/25/2025

Russell Lowery-Hart, Ph.D., Chancellor — Date