

DUAL CREDIT PARTNERSHIP AGREEMENT

Lee College Dual Credit Program

This Dual Credit Partnership Agreement is entered into between Lee College (College) and _____ (Homeschool) regarding the education of _____ ("Student"). This Partnership Agreement describes the roles and responsibilities for governance of the Dual Credit Program and the dual credit partnership and is in alignment with HB 1638: Statewide Dual Credit Goals.

TERM

This Partnership Agreement shall be in effect while the student is still in high school from _____ to _____, as determined by the graduation year reported on the initial Lee College application.

1. OVERVIEW

The College is committed to serving local students and communities through collaborative work with homeschools to allow high school students to simultaneously earn both college and high school credit(s). A major initiative promoting a college-going and college graduation culture is the Lee College Dual Credit Program, which complies with the rules set forth by the State of Texas [TAC title 19, Chapter 4, Subchapter D, Rule § 4.84 Section (a)].

2. DEFINITIONS

- (A) Dual Credit is a program for eligible high school students to complete college courses and receive credit from both the college and the high school. Since college courses are being utilized to award dual credit, the content and rigor are no different from what is taught to other college students and utilize the same curriculum and policies. These college courses, including academic and career/technical courses, apply toward high school graduation and a college degree or certificate.
- (B) Concurrent Enrollment is a system whereby a student enrolls in more than one educational institution (typically a high school and a public institution of higher education) simultaneously. Concurrent enrollment students earn course credit from each distinct educational institution but a course credit awarded by one institution is not counted at the other institution.
- (C) Dual Credit Program is a collaboration between the Homeschool and College to provide high school students with the opportunity to enroll in Dual Credit courses and Concurrent Enrollment courses.
- (D) Lee College Instructor is an instructor who is employed by the College.
- (E) Dual Credit Advisor is a person employed by the College to work with the Homeschool on the Dual Credit Program.
- (F) Dual Credit Student is a high school student who is enrolled in a Dual Credit course.

3. DUAL CREDIT REQUEST FORM

Each semester, a College Dual Credit Request Form must be used to document all students' requests for enrollment in college courses and follow the review and approval

process established by the College and Homeschool. The form must contain signatures of the student and parent/guardian. All completed request forms must be turned into the Dual Credit Advisor prior to the first day of class.

4. TRANSCRIPTS

- (A) The Homeschool will provide an up-to-date student high school transcript consisting of the following information each year to the Dual Credit Advisor.
- a. Student name
 - b. Student date of birth
 - c. Homeschool name
 - d. Expected graduation date
 - e. Principal signature (if the Homeschool has a principal)
 - f. Parent signature
 - g. Transcript print date
 - h. Courses needed to complete high school graduation requirements arranged by academic year, grade level and semester.

5. ELIGIBLE COURSES

- (B) College courses that are in the College's academic core, are in one of the College's fields of study, or are in one of the College's technical programs and that simultaneously allow students to earn credit toward a postsecondary degree or certificate and high school graduation are eligible to be designated as Dual Credit courses. College courses are taken to meet elective or core course requirements at the high school.
- (C) Dual Credit courses will comply with the rules and regulations of the Texas Higher Education Coordinating Board (THECB) and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
- (D) Dual Credit courses will adhere to the description and content of the course as defined in the current edition of either the Academic Course Guide Manual (ACGM) or the Workforce Education Course Manual (WECM).
- (E) Developmental education courses are not approved for dual credit.

6. STUDENT ELIGIBILITY

- (A) The Homeschool will follow all College enrollment procedures and guidelines for Dual Credit Students.
- (B) High school students become eligible for Dual Credit courses by meeting the college readiness standards under the provisions of the Texas Success Initiative Assessment 2.0 (TSIA2) and course prerequisites as defined by the College.
- (C) Limits on the number of Dual Credit courses a high school student can enroll in are no different than for other college students; however, careful evaluation of a student's prior success in Dual Credit courses and their involvement in extracurricular activities, work, and other obligations should be considered before enrolling in more than two Dual Credit courses.
- (D) Specific exceptions to eligibility are defined in 19 TAC §4.85(b).

- (E) Dual Credit Students shall be limited to courses within their declared major and corresponding degree plan.
- (F) Dual Credit Students are required to file a degree plan with the College no later than the end of the regular semester after the semester where they earned a cumulative total of 15 or more credit hours. Dual Credit Students who are required to file a degree plan will not be able to obtain an official transcript until a degree plan is filed.
- (G) The College will provide instructions to Dual Credit Students on how to file a degree plan, and will provide options for consulting with an academic counselor/advisor.
- (H) Dual Credit Students must comply with Financial Aid Satisfactory Academic Progress (SAP) requirements regardless of whether they are receiving aid or not.

7. ENROLLMENT AND TESTING

- (A) Dual Credit Students enrolling for the first time will:
 - (1) apply to the College.
 - (2) take any required placement tests and pay applicable fees (Lee College retesting), if required.
 - (3) complete the dual credit request form.
 - (4) complete other applicable forms.
- (B) Student testing needs are completed at the Lee College Testing Center.
 - 1. Students are required to complete a Lee College Admission application through www.goapplytexas.org in order for test scores to be noted on the student's college record.
 - 2. Students are required to complete the Lee College pre-assessment activity (PAA).
 - 3. One free testing per TSIA2 section is provided.
 - 4. Students may retest at the Lee College Testing Center for a fee of \$15 per section (ELAR/MATH).
- (C) The College and Homeschool will collaboratively ensure students are registered and enrolled in Dual Credit classes.
- (D) The College will provide a mandatory orientation for first-time Dual Credit Students.

8. PAYMENT FOR TUITION, FEES AND BOOKS:

- (A) Payment for tuition, fees, books and supplies are the responsibility of the Dual Credit Student and due to the College prior to the first day of class.
- (B) Tuition for Dual Credit Students is \$125 per Dual Credit course.
- (C) Dual Credit Students must pay \$12.50 per semester as a Telehealth Fee.
- (D) Dual Credit students are responsible for the cost of textbooks and other instructional materials for Dual Credit courses.

(E) Tuition and fees for Concurrent Enrollment students are the same as for non-Dual Credit students.

(F) Concurrent Enrollment students are responsible for tuition, fees and books. Payment to the college follows the same policies and procedures as for non-Dual Credit students.

9. LOCATION OF CLASS

(A) Dual Credit courses are taught on the main Baytown college campus or at off-campus instructional locations that have been approved by SACSCOC which include the Lee College Education Center South Liberty County and McNair Center.

(B) Online/hybrid courses:

(1) Dual Credit Instructors must use the College's approved Learning Management System, Blackboard Learn, to post the syllabus, maintain grades, and provide course content. Alternative instructional software cannot be used without prior approval from the division chair.

(2) Online courses must comply with the THECB's adopted Principles of Good Practice for courses offered electronically.

10. CLASS CONFIGURATION

College courses will consist of a combination of Dual Credit Students and college credit students.

11. FACULTY SELECTION, SUPERVISION, EVALUATION AND DEVELOPMENT

The College has established an approval process for selecting and/or approving qualified faculty to teach college courses. Each College Instructor will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures, in accordance with the standards established by the THECB and SACSCOC.

12. COURSE CURRICULUM, INSTRUCTION, AND GRADING

(A) The Homeschool will ensure that all Dual Credit Students have textbooks on the first day of class.

(B) College policy restricts unexcused student absences to three class meetings. Excused absences are determined by the instructor of record.

(C) All Dual Credit Students are expected to notify their instructors of absences at the class meeting prior to the expected absence. Students are responsible for making up work when absent.

(D) Lee College Instructors will verify the first week class roster to validate all Dual Credit Students are enrolled and refer students not on the roster to the Dual Credit Advisor. Any student not listed on the Official 12th Day Verification (Census) Roster will not be enrolled in the College course.

(E) Lee College is committed to providing a learning and work environment that is free from sexual harassment and assault. Appropriate resources, both on and off campus, are available at <http://www.lee.edu/know-more/available-resources>. The link for the U.S. Department of Education Title IX – Sex Discrimination is https://www2.ed.gov/about/offices/list/ocr/docs/tix_dis.html

- (F) Lee College is an open enrollment institution and offers a variety of vocational and academic programs. Lee College does not discriminate on the basis of gender, disability, race, color, age, religion, national origin or veteran status in its educational programs, activities, or employment practices as required by Title VII, Title IX, Section 504, ADA, or 34 C.F.R.

13. LIABILITIES OF PARTIES

- (A) Dual credit status shall neither enhance nor diminish on-campus liabilities for the College or Homeschool. Management of risk and liabilities shall be in accordance with the College and Homeschool policies and codes of conduct.

14. ACADEMIC POLICIES, STUDENT CONDUCT, AND STUDENT SUPPORT SERVICES

- (A) Regular academic policies and procedures applicable to regular college courses and students will also apply to Dual Credit Students.
- (B) Course performance will be part of students' permanent academic records at Lee College and the Homeschool.
- (C) Dual Credit Students are subject to the rules of conduct, plagiarism, and disciplinary standards published in the College catalog and are subject to the penalties defined by such standards.
- (D) Any discipline issues, including academic dishonesty during college course instruction, must be reported immediately to the Homeschool or designee and the Dual Credit Advisor.
- (E) Students who receive a final grade below a "C" will not be allowed to progress to other Dual Credit courses without repeating the previous course successfully, unless approved through the dual credit appeal process.
- (F) Prior to registration, the Homeschool will encourage and assist students with disabilities to self-identify each semester with Lee College Disabilities Services to determine reasonable accommodations.
- (G) Support Services such as labs and tutoring on the Lee College campus are available for utilization by all Dual Credit students. Students should obtain a Lee College student ID.

15. TRANSCRIPTION OF CREDIT

The College as well as the high school should add a student's grades to their transcript immediately upon completion of the course. [19 TAC §4.85(h).] Letter grades will be posted on the College transcript.

16. FUNDING

The College will report Dual Credit Students for state funding purposes.

17. DATA SHARING

(A) The Homeschool acknowledges that once a student is registered in a college course, the student is under the post-secondary rules of the Family Educational Rights and Privacy Act ("FERPA"), and the rights belong to the student, not the parents or legal guardians. The

College may not release a student's records to parents of legal guardians without the written consent or proof that the parent or legal guardian claims the student as a dependent upon the most recent income tax return.

- (B) For purposes of this Agreement and pursuant to FERPA, the College designates Homeschool as a school official with a legitimate educational interest in the educational records covered by this Agreement and to the extent that access to the records are required by Homeschool to carry out the purposes of this Agreement. Homeschool agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

18. GENERAL

- (A) The Parties shall comply with all applicable state and federal laws and regulations regarding data confidentiality, privacy, and security.
- (B) No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or in part, by any other Party without the prior written consent of the other, unless authorized by law.
- (C) The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this Agreement; provided however, nothing in this paragraph shall preclude any other Party from pursuing any remedies available under Texas law.
- (D) Both Parties are entities whose authority and appropriations are subject to actions of the Texas Legislature. If any of the Parties become subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render any Party's delivery or performance under the Agreement impossible or unnecessary, the Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, none of the Parties will be liable to the other for any damages, which are caused or associated with such termination or cancellation. The Party terminating or cancelling under this Section shall not be required to provide advance notice.
- (E) No Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemics, epidemics or other causes that are beyond the reasonable control of any Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- (F) This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to any Party as an agency of the State of Texas or otherwise available to the Parties. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis

for estoppel. No Parties waive any privileges, rights, defenses, or immunities available to it as an agency of the State of Texas, or otherwise available to it, by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement.

- (G) If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- (H) The headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.
- (I) The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- (J) This Agreement is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this Agreement are due in the County and venue is proper only in such county.

19. AUTHORIZATION OF AGREEMENT

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

In Witness thereof, this agreement, in duplicate of originals of equal force has been executed on behalf of the parties hereto as follows:

HOMESCHOOL

LEE COLLEGE

Print Name (School District Official)

Print Name (College Official)

Print Title

Print Title

Signature

Signature

Date

Date

Appendix A
Statewide Dual Credit Goals Between Lee College and Homeschool

The partnership goals between Lee College ("College") and Homeschool align with statewide dual credit program goals. This Exhibit's purpose is to outline a description of how this Agreement's dual credit program partnership goals align with the statewide goals. Texas Education Code § 28.009 (b-1) and (b-2) requires the Texas Higher Education Coordinating Board ("THECB") and the Texas Education Agency ("TEA") to collaboratively develop statewide goals for dual credit programs. These goals provide guidance to institutions of higher education ("IHEs") and homeschools on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

Goal 1: *Homeschools and IHEs 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.*

Lee College's dual credit website is regularly updated with enrollment guidelines, policies, and program details. This includes homeschool registration and payment deadlines, information session schedules, FAQs, forms and links to student resources.

Lee College provides dual credit information through the Dual Credit Office to potential students, parents and school counselors before students enroll into dual credit classes.

Lee College also uses marketing materials to help inform students and parents regarding the benefits of dual credit.

Goal 2: *Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.*

All dual credit students receive academic and/or college readiness advising provided by Dual Credit Advisors. High school dual credit students have access to all college academic and career counseling services provided on the main campus.

Goal 3: *All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.*

All dual credit students receive academic and/or college readiness advising provided by Dual Credit Advisors. High school dual credit students have access to all college academic and student support services including, but not limited to, libraries, electronic library resources, writing centers, tutorial services, academic accommodations, assessment, admissions, and academic advisement.

Goal 4: *Dual credit students' performance will meet or exceed the level of quality and rigor on subsequent courses.*

Instructors teaching Dual Credit courses are required to meet the same standards, reviews, and approval procedures used by the college to select all college faculty. Faculty attend professional development opportunities provided by Lee College throughout the year.