



Dual Course Credit Partnership Agreement Between _____ and Lone Star College

This Agreement between _____ (“Homeschool”) and Lone Star College (“College”) regarding the education of _____ (“Homeschool Student(s)”) is intended to enable certain high school students to simultaneously earn credit for high school graduation and for a college certificate or associate degree. The College will approve qualified students to enroll in dual credit courses based upon current Texas Higher Education Coordinating Board (“THECB”) rules and regulations in the Texas Administrative Code, Title 19, Part 1, Chapter 4, and Subchapter D. If THECB adopts new guidelines for dual credit during this agreement’s term, the new guidelines will take precedence.

The following conditions apply to this agreement:

1. Special Admissions Requirements

- a. Minors aged 15 and under on College premises must be supervised by a parent, legal guardian, or authorized responsible adult unless the College’s Board of Trustees has approved a variance to this requirement. Unaccompanied minors aged 15 and under will be reported to College police and an officer will attempt to locate the minor’s parent or guardian to accompany or remove the child. All minors on College premises are subject to relevant College policies and procedures.
- b. Students age 17 years or younger must complete and return a Parental Consent and Waiver Form before enrolling at College. This applies to all students who take a class that requires them to be present at a College campus, center, or facility during the semester.

2. Eligible Courses

- a. Core curriculum, foreign language, and workforce education courses offered for dual course credit must be identified as college-level academic courses in the current edition of the *Lower Division Academic Course Guide Manual* or as college-level workforce education courses in the current edition of the *Workforce Education Course Manual*.
- b. Core curriculum, foreign language, and workforce education courses offered for dual credit are in College’s approved undergraduate course inventory. Some elective courses may be taken to fulfill high school graduation requirements.

- c. Remedial and developmental courses are not offered for dual credit. Developmental courses are appropriate for students who have graduated high school and are not college-ready. However, qualified homeschool students may take a developmental course for college credit only if they have received credit for learning the material at the high school level and are nevertheless not college-ready in that area.
- d. Every semester, the Homeschool and College will collaborate to determine each dual credit student's specific course registrations based upon the following criteria:
 - 1) The student's typed homeschool transcript signed by a homeschool official consisting of the following information:
 - a. Student's name
 - b. Student's date of birth
 - c. Name of high school
 - d. Expected graduation date
 - e. Transcript print date
 - f. Principal's signatures
 - g. Courses completed thus far arranged by academic year, grade level, semester and grades(a general template is attached);
 - 2) A typed homeschool/graduation plan of study with the student's anticipated graduation date consisting of the following information:(a general template is attached);
 - a. Student's name
 - b. Name of high school
 - c. Graduation plan print date
 - d. Principal's signature
 - e. Courses left to complete to graduate high school arranged by academic year, grade level, semester, and expected date of graduation.

- 3) The student's College placement scores to determine college readiness for the Texas Success Initiative ("TSI"), dual credit student eligibility, and course prerequisite requirements for dual credit enrollment.

3. Student Eligibility Requirements

Students qualified for dual credit enrollment are eligible to register for core curriculum, foreign language, and/or workforce education courses. The Texas Administrative Code requires core curriculum, foreign language, and/or workforce education courses to meet the following guidelines:

- a. A high school student is eligible to enroll in dual credit courses if the student:
 - i. demonstrates college readiness by achieving the minimum passing standards under the provisions of the TSI as set forth in the Texas Administrative Code; or
 - ii. demonstrates that he or she is exempt under the provisions of the TSI.
- b. A high school student is also eligible to enroll in academic and/or Level 2 workforce dual credit courses through the demonstration of TSI college readiness in reading, writing, and/or mathematics by achieving the minimum score as set forth in the Texas Administrative Code.
- c. All students enrolled in secondary public, private, and home school are required to demonstrate college readiness and/or exemption prior to enrollment in a dual credit course.
- d. Students must meet all of College's regular prerequisite requirements designated for that course.
- e. Students must maintain a C or better to continue enrollment in the Dual Credit program. However, if a student receives a grade less than a C due to extenuating circumstances, he or she may appeal to be reinstated in the Dual Credit Program. The appeal application must be filled out completely for the appeal to be considered. All appeals must be received by the college within 10 days from the end of the semester.

4. Faculty Selection, Supervision, and Evaluation

- a. College shall select instructors of dual credit courses. These instructors must be regularly employed faculty members of College or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by College to select faculty responsible for teaching the same courses at the main campuses of College.

- b. College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campuses of College.

5. Location of dual credit courses

- a. Dual credit courses may be offered at the College campus, center, online, or some combination above.
- b. Enrollment in an online dual credit course requires a review with the parent or guardian and student. The review will explain the requirements and expectations of online courses. The ultimate enrollment decision rests with College after consultation with the appropriate homeschool official.

6. Student Composition of Classes

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

7. Academic Policies and Student Support Services

- a. Regular College policies apply to dual credit courses.
- b. Dual credit students are eligible to use the same or comparable support services afforded to all College students including services (e.g. academic advising and counseling), learning materials (e.g. library resources), and other benefits.
- c. Students may encounter adult language, images, different viewpoints and belief systems within College facilities as faculty and students may pursue open discussion related to the discipline topics.

8. Transcription of Credit

- a. Homeschool as well as College credit should be transcribed immediately upon a student's completion of the performance required in the course.

9. Tuition, Fees, Textbooks, and Supplies

- a. Students enrolled in dual credit courses will have tuition waived for courses when both college and high school credit are to be awarded to complete their high school plan of study in the areas of the core curriculum, foreign language, and/or workforce education courses. Students will be assessed written dual credit fees approved by the College Board of Trustees.
- b. Fees for online dual credit courses will align with the College tuition and fee schedule.

- c. Students will be responsible for the costs of textbooks and required course supplies.
- d. Students must follow specified dual credit registration and payment procedures. Procedures and deadlines may be different than for non-dual credit students.
- e. Students enrolled in college credit only courses are responsible for payment of full tuition and fees. Tuition is not waived for students taking credit courses for college credit only. Furthermore, tuition and fees are not waived for courses ineligible for dual credit state formula funding. Students enrolled in courses for college credit only or courses ineligible for funding are responsible for payment of full tuition and fees. Remedial and developmental courses are not offered for dual credit. Per state regulations, the College does not offer developmental courses for dual credit.

10. Funding Provisions

- a. College may claim funding for all students getting college credit in core curriculum, foreign language, or career and technical education courses.

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

- a. College has in place policies and procedures to receive, investigate, and promptly resolve student and employee complaints alleging civil rights violations. Nothing in this Agreement changes the obligations of College to have in place and to utilize its own complaint resolution processes for students enrolled in a College dual credit program.
- b. If a student enrolled in dual credit courses taught at the College engages in conduct that would result in disciplinary action against a College student, the College agrees to advise homeschool official of the conduct before finalizing disciplinary action against the student. However, College may remove a student from the class or from the premises without prior communication with the homeschool official if the student engages in disruptive, dangerous, or threatening conduct.
- c. Students enrolled in dual credit educational programs are subject to the academic and disciplinary policies and standards of College. College agrees to inform the homeschool official if a dual credit student is subject to disciplinary action that may affect the student's status as a dual credit enrolled student.

12. FERPA Compliance and Data Sharing

- a. The Homeschool acknowledges that once a student is registered in a college course, that student is under the post-secondary rules of the Family Educational

Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (“FERPA”), and the College may not release student’s records to parents or legal guardians without the student’s 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.

13. Term and Termination

- a. This Agreement shall remain in effect until the end of College’s academic year, including summer, and shall automatically renew for up to three additional one-year terms consisting of College’s academic year, including summer, unless the Agreement is sooner terminated.
- b. The number of renewable terms (as defined by one academic year) are determined by the student’s beginning grade level in the dual credit program through verification of the homeschool transcript:
 - i. Freshman – renew up to three terms
 - ii. Sophomore – renew up to two terms
 - iii. Junior – renew up to one term
- c. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement for convenience upon 30 calendar days’ written notice to the other Party. If the Agreement is terminated in the middle of a semester, any students enrolled in College courses under this Agreement will be allowed to finish the semester and receive appropriate credit for that semester’s courses.

14. Miscellaneous

This Agreement, the interpretation of its terms, and any disputes arising from this Agreement shall be governed by the laws of the State of Texas. The parties consent to the jurisdiction and venue of the State and Federal Courts in Montgomery County, Texas in the event of any dispute arising out of or related to this Agreement.

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

Mailed notices shall be addressed to the addresses of the parties as they appear in the Agreement.

If to College:

Lone Star College

5000 Research Forest Drive
The Woodlands, Texas 77381
Email: _____

With copy to:

Lone Star College
Office of the General Counsel
5000 Research Forest Drive
The Woodlands, Texas 77381
Email: _____

If to Homeschool:

Name: _____
Address: _____

Phone: _____
Email: _____

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

College and Homeschool agree to comply with all federal, state, and local laws applicable to this Agreement.

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The parties may mutually agree to renegotiate the Agreement to cure such illegality, invalidity, or unconstitutionality if such may be reasonably accomplished.

No covenant or condition of the Agreement may be waived except by written consent of the waiving party. No waiver of any term, provision, or condition of this Agreement on any one occasion shall be deemed to be a bar to, or waiver of, the same or of any other right on any future occasion. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit, or remedy of any nature whatsoever under or because of this Agreement.

Provisions in the contract which are expressed to operate or to have effect after termination of this contract shall remain in effect after termination.

In the performance of their respective duties hereunder, the parties hereto and their respective employees and agents are at all times acting and performing as independent contractors of each other. No party will have the authority to act for or bind another party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The parties acknowledge and agree that no party will be liable for the activities of another party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

Neither Party may assign its interest in the Agreement without the prior written consent of the other Party. Any such assignment made without such prior written consent shall be void.

This Agreement, together with the Exhibits referred to herein, contains the full understanding of the parties with respect to the services 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.

This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals. The parties consent to receive documents, information, and notices via electronic mail.

This Agreement will become effective on the date the last party executes the Agreement and will remain in effect for a maximum of four years or until the parties agree to terminate the Agreement.

Homeschool

Lone Star College

By: _____

By: _____

Printed Name and Title

Stephen C. Head, Chancellor
Printed Name and Title

Date

Date

Student ID