



## Dual Course Credit Partnership Agreement Between Lone Star College and Homeschool

This Dual Course Credit Partnership Agreement (“Agreement”) is between Lone Star College (the “College”) and \_\_\_\_\_ (“Homeschool”) regarding the education of \_\_\_\_\_ (“Student(s) or student(s)”). Individually, the College and Homeschool are referred to herein as “Party” and collectively as “Parties.”

The Agreement is designed to allow high school students to simultaneously earn dual course credit for immediate award of both high school credit and college certificate and or associate degree credit. 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, Subchapter D, or successor Code chapters. If THECB adopts new dual credit guidelines during this Agreement’s term, the new guidelines will take precedence.

The following conditions apply to this Agreement:

### 1. Special Admissions Requirements

- A. Students aged 15 and under on College premises must be supervised by a parent, legal guardian, or authorized responsible adult as required by Lone Star College Board Policy. The parent, legal guardian, or authorized responsible adult must be present to monitor the student’s activities outside of a College class, program, or event. Unaccompanied students aged 15 and under will be reported to Lone Star College Police and an officer will attempt to locate the student’s parent or guardian to accompany or remove the student. All minor students on College premises are subject to the College’s policies and procedures.
- B. Students aged 17 years and under must complete and return the Agreement Regarding Minor Student on Campus before starting classes at the 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 the College’s approved undergraduate course inventory. Some elective courses may be taken to fulfill high school graduation requirements.
- C. By state law, dual credit students may not enroll in developmental courses. Developmental courses are intended for students who have graduated high school and do not test as college-ready. The College offers a limited number of continuing education classes addressing developmental topics. Homeschool students who do not test as college-ready may consider enrolling in one of the College’s continuing education classes to obtain the skills necessary to test at college-level.

D. Every semester, the Homeschool and the College will collaborate to determine each dual credit student's specific course registrations based upon the following criteria.

- i. The Student's typed homeschool transcript must be signed by a Homeschool official and contain the following information:
  - a. Student's name
  - b. Student's date of birth
  - c. Homeschool name
  - 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
- ii. The Student's typed Homeschool graduation plan of study with the Student's anticipated graduation date consisting of the following information:
  - a. Student's name
  - b. Homeschool name
  - 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. Student Eligibility Requirements**

All students enrolled in secondary public, private, and homeschool are required to demonstrate college readiness and or exemption prior to enrollment in a dual credit course. 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 Texas Success Initiative ("TSI") as set forth in the Texas Administrative Code; or
- ii. Demonstrates that they are exempt under the TSI's provisions.

- 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. Students must meet all of the College's regular prerequisite requirements designated for that course.
- D. Students must maintain a grade of 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.
- E. An appeal application must be completely filled out for an appeal to be considered. Appeals must be received by the College within 10 working days before the beginning of the semester.

#### **4. Faculty Selection, Supervision, and Evaluation**

- A. College instructors teach all courses selected for dual credit. These instructors are regularly employed College faculty members, meet the standards of the Southern Association of Colleges and Schools Commission on Colleges, and are hired by established procedures used by the College to select and approve instructors.
- B. The College supervises and evaluates dual credit course instructors.

#### **5. Location of Dual Credit Courses**

- A. Dual credit courses may be offered at College campuses, centers, online, or some combination.
- B. Enrollment in an online dual credit course requires a review with Homeschool Principal and student. The review will explain the requirements and expectations of online courses. The ultimate enrollment decision rests with the 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. College policies and procedures apply to dual credit courses. Please review the Lone Star College Board Policy and the related Chancellor's Procedures. Students are also subject to the College's student handbook.
- B. Dual credit students are eligible to use the 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 course performance required.

## **9. Textbooks and Supplies**

- A. Students will be responsible for textbooks cost and required course supplies.

## **10. Tuition, Fees, and Payments**

- A. The College waives the tuition for eligible dual credit courses (*see 2. Eligible Courses*).
- B. Students will be charged fees approved by the College's Board of Trustees.
- C. All fees for dual credit courses, including online and lab fees, will align with the College tuition and fee schedule.
- D. Students must follow specified dual credit registration and payment procedures. Procedures and deadlines may be different than for non-dual credit students.
- E. Tuition is not waived for students taking credit courses for college credit only. Students enrolled in college credit only courses are responsible for payment of full tuition and fees.
- F. Tuition is not waived for students repeating a dual credit course for the third or subsequent time.

## **11. Funding Provisions**

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

## **12. Civil Rights Compliance, Complaints about Student Conduct, and Student Discipline**

- A. College has policies and procedures to receive, investigate, and promptly resolve student and employee complaints alleging civil rights violations. Nothing in this Agreement changes the College's obligations to have and 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 College's academic and disciplinary policies. 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.

### **13. FERPA Compliance and Data Sharing**

- A. 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 of 1974, 20 U.S.C. § 1232g ("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 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.

### **14. Term and Termination**

- A. This Agreement is effective on the date of last signature. This Agreement shall remain in effect until the end of the College's academic year, including summer semesters, and shall automatically renew for a maximum of three additional one-year terms, depending on the criteria specified below, unless the Agreement is sooner terminated. Each one-year term consists of the College's academic year including summer semesters.
- 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 has 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 unless the student is removed for disciplinary reasons.

**15. Disability Accommodations**

- A. Homeschool understands and acknowledges that disability laws may apply differently in College courses than they do in K-12. Additionally, accommodations that are available in K-12 may be different or unavailable in college-level courses.
- B. Students enrolled in college-level courses are considered College students, regardless of their age. Thus, students are responsible for requesting disability accommodations in accordance with College policies and procedures.
- C. Homeschool acknowledges that costs incurred in providing college-level accommodations to dual credit students will be shared between College and Homeschool.

**16. Governing Law**

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

**17. Notices**

Notices given by either Party to the other must be in writing and may be sent by personal delivery 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  
Vice Chancellor  
Office of Academic Success  
5000 Research Forest Drive  
The Woodlands, Texas 77381

With copy to:

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

**If to Homeschool:**

Name: \_\_\_\_\_

Principal or Director Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## **18. Publicity**

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

## **19. Compliance**

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

## **20. Severability**

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, 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.

## **21. Waiver**

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.

## **22. Survival**

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

## **23. Entire Agreement**

This Agreement contains the Parties full understanding 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.

## **24. Counterparts**

This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals.

**25. Authority**

The persons signing below on behalf of Homeschool and College warrant that they have authority to execute this Agreement.

**HOMESCHOOL**

**LONE STAR COLLEGE**

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Homeschool Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Title: Vice Chancellor, Student Success

\_\_\_\_\_  
Student ID