

MEMORANDUM OF UNDERSTANDING
Lee College Dual Credit Program

Lee College (College) and Baytown Christian Academy (School District) enter into this Memorandum of Understanding (MOU), which supersedes all previous agreements, versions, and addenda concerning dual credit programs. This MOU 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 MOU shall be in effect for two years from August 1, 2021 to July 31, 2023.

1. OVERVIEW

The College is committed to serving local students and communities through collaborative work with school districts in the College's service area. 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)] for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students.

The School District is committed to serving its students and communities through programs that support higher education including the opportunities provided by the College's Dual Credit Program.

The School District and the College recognize certain objectives in common:

- a. Educating and training students in preparation for future education and future employment;
- b. Providing residents of the district with the highest quality educational opportunities, and;
- c. Ensuring accessibility to education in the most economical means possible.

In recognition of their mutual interest, the School District and College agree to the terms established herein.

2. PURPOSE

The purpose of this MOU is to specify the roles and responsibilities of the College and the School District participating in the Dual Credit Program.

3. PROGRAM GOALS

In accordance with HB 1638, the School District and College establish the following mutual goals for the Dual Credit Program, which are elaborated in Appendix A-Statewide Dual Credit Goals:

- (1) **Goal 1:** *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.*
- (2) **Goal 2:** *Assist high school students in the successful transition to and acceleration through postsecondary education.*
- (3) **Goal 3:** *Provide academic and college readiness advising with access to student support services to bridge them successfully into college course completion.*
- (4) **Goal 4:** *Ensure that dual credit students' performance will meet or exceed the level of quality and rigor on subsequent courses.*

4. 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 School District and College to provide high school students with the opportunity to enroll in Dual Credit courses and Concurrent Enrollment courses.
- (D) Dual Credit Instructor is an instructor who is employed full-time by the School District and has been qualified as an adjunct instructor by the College to teach Dual Credit courses but is not an employee of the College.
- (E) Lee College Instructor is an instructor who is employed by the College.
- (F) Dual Credit Advisor is a person employed by the College to work with the School District on the Dual Credit Program.
- (G) Dual Credit Liaison is a person employed by the School District with the authority to approve Dual Credit courses, certify student eligibility to enroll in Dual Credit courses, and collaborate with the Dual Credit Advisor.
- (H) Dual Credit Student is a high school student who is enrolled in a Dual Credit course.

5. COLLABORATION

The College and School District agree as follows:

- (1) The College and School District officials will work collaboratively to provide the necessary information to ensure that an effective college course schedule is created and maintained for Dual Credit courses.
- (2) College and School District officials agree to meet no later than February 1st each year to construct the schedule for the next academic year. Adjustments to the schedule will be made as needed. The College reserves the right to cancel courses due to low enrollment. Course cancellation decisions will be made prior to the first day of class.
- (3) Maximum course enrollment is strongly encouraged to promote the best possible learning environment.
 - a. The course minimum for college courses taught during the school day by Dual Credit Instructors is 10 students per section.
 - b. Course minimum for face-to-face or hybrid college courses taught by Lee College Instructors at the high school is 20 students for a lecture course and 15 students for a lecture/lab course.
- (4) The College will appoint a Dual Credit Advisor to work directly with the School District. The name and contact information of the of the Dual Credit Advisor is Courtney Byers. The College will notify the School District if there is a change in the Dual Credit Advisor.
- (5) The School District will appoint a Dual Credit Liaison with the authority to approve courses and certify student eligibility. The name and contact information of the Dual Credit Liaison is Andrea Case. The School District will notify the College if there is a change in the Dual Credit Liaison.
- (6) The School District shall ensure that the building principals and their designees are aware of and comply with the requirements for collaboration in this section of the MOU.

acase@gobca.org

6. 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 School District. The form must contain signatures of the student, parent/guardian, and designated School District officials. All completed request forms must be turned into the Dual Credit Advisor or their designee prior to the first day of class.

7. ELIGIBLE COURSES

(A) 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.

- (B) 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).
- (C) 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).
- (D) Dual Credit courses will conform to the College's academic standards, and will have the same content and learning outcomes as courses taught by the College that are not Dual Credit.
- (E) Dual Credit courses provide advanced academic instruction and content providing the student the opportunity to master the Texas Essential Knowledge and Skills for the appropriate high school course.
- (F) Developmental education courses are not approved for dual credit.

The College and School District will provide an approved list of Dual Credit courses for inclusion in this MOU in Appendix B.

8. LOCATION OF CLASS AND TEACHING ENVIRONMENT

- (A) Dual Credit courses are taught on the main Baytown college campus, at off-campus instructional locations that have been approved by SACSCOC (which includes Liberty High School and the Lee College Education Center South Liberty County), and online/hybrid.
- (B) High School Campus courses:
 - (1) The College and School District will work to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction that includes the following:
 - a. School District will ensure instructors and dual credit students have appropriate access to all available instructional resources and essential technology for virtual learning.
 - b. School District shall permit access to the College's electronic learning resources when the course is taught at the School District, and
 - c. School Districts offering science courses shall meet the laboratory safety standards and have material/equipment that comply with the College's current science program requirements.
 - (2) The College will clearly define the contact hours, curriculum, and grading for Dual Credit courses taught on a high school campus.
 - (3) Dual Credit Instructors must use the College's approved Learning Management System, Blackboard Learn, to post the syllabus and maintain course grades.
- (C) Online 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.
- (3) The School District must provide a proctored testing environment for its students.
- (4) The School District can provide a proctor for online courses at the School District's expense if the Dual Credit Instructor does not proctor his/her own assessments.

(D) Teaching Environment:

(1) The School District ensures that the classroom environment is conducive to college-level learning by:

- (a) designating a classroom for the college classes,
- (b) displaying the signs provided by the College outside of the classroom that indicate "College Course is in Session", and
- (c) assuring no interruptions take place in the college course while in session, such as removing students for high school activities or making announcements except for official business or emergencies.

9. SCHEDULING

(A) When there are differences in calendar schedules and College classes are being offered off the high school campus at a time when the School District is not in session, the student is responsible for attending the Dual Credit course.

(B) When there are differences in calendar schedules and the College is not in session, the School District is responsible for providing personnel to supervise students in Dual Credit courses.

(C) College or School District closures due to situations such as inclement weather or environmental issues will be honored without penalty to Dual Credit Students.

(D) Dual Credit Students are responsible to abide by both College and School District calendars when participating in Dual Credit courses and Concurrent Enrollment courses.

10. FACULTY SELECTION, SUPERVISION, EVALUATION AND DEVELOPMENT

(A) The College has established an approval process for selecting and/or approving qualified faculty (Dual Credit Instructors) to teach college courses for dual credit. Dual Credit Instructors are required to have the same qualifications as other college faculty. Each approved Dual Credit 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.

- (B) The College will collaborate with the School District to ensure that School District instructors applying to become Dual Credit Instructors meet the College's credentialing requirements, including individual department requirements.
- (C) The College recommends that when the School District is hiring a teacher with the intention of assigning them to teach Dual Credit courses, the School District should include a representative from the College content area on the hiring committee.
- (D) School District faculty approved as Dual Credit Instructors will be cleared by the College's Office of Human Resources to teach college courses.
- (E) Dual Credit Instructors will submit all required reporting documents such as roster verifications, student learning outcome results, core course assessment artifacts, course syllabi, curriculum vitae, and grades (pass/fail and numeric) by the deadlines set by the College.
- (F) Lee College Instructors and Dual Credit Instructors teaching Dual Credit courses will verify the first week class roster to validate all Dual Credit Students are enrolled and refer students not on the roster to the School District Liaison. Any student not listed on the Official 12th Day Verification (Census) Roster will not be enrolled in the Dual Credit course.
- (G) In order to ensure compliance with the Federal Education Rights and Privacy Act (FERPA), email communication between college staff and Dual Credit Instructors will use Lee College email accounts. Dual Credit Instructors are required to check their Lee College email at least once per day.
- (H) Dual Credit Instructors and Lee College Instructors teaching on the high school campus will notify the Dual Credit Liaison when he/she will be absent due to an emergency or anticipates an absence. The liaison will then notify the Dual Credit Advisor.
- (I) Dual Credit Instructors teaching hybrid or online courses must complete mandatory Lee College training/certifications for teaching in that modality. Dual Credit Instructors who do not complete mandatory trainings/certifications may have their stipends withheld until the trainings/certifications are completed.
- (J) The School District will allow release time from School District duties for all Dual Credit Instructors to attend required College professional development days organized by the College before each College full semester begins and departmental meetings.

11. CLASS CONFIGURATION

- (A) Dual Credit courses taught on a high school campus during the school day will enroll Dual Credit Students only.
- (B) Non-dual credit high school students are not permitted to enroll into a Dual Credit course on a high school campus.

- (C) College courses taught by Lee College Instructors can consist of a combination of Dual Credit Students and college credit students except when the course is taught in the daytime at the high school campus.

12. COURSE CURRICULUM, INSTRUCTION, AND GRADING

- (A) The College will make every effort to adopt textbooks for a minimum of three years.
- (B) The College will provide a list of textbooks 21 days in advance of the start of the semester for college courses taught by Lee College Instructors at the high school campus to ensure purchase prior to the first day of class.
- (C) The School District will ensure that all Dual Credit Students have textbooks on the first day of class.
- (D) Attendance information and periodic grade information will be entered by Dual Credit Instructors and Lee College Instructors teaching Dual Credit Students each progress period (three weeks).
- (E) College policy restricts unexcused student absences to three class meetings. Excused absences are determined by the instructor of record.
- (F) The School District or high school campus will supply a calendar of scheduled events at the beginning of the semester that could interrupt class instruction and will notify the course instructor two days in advance of any additional activities. 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.
- (G) To accommodate exchange of information among the College, School District, and instructors, all instructors teaching college courses will receive e-mail accounts from respective institutions.
- (H) The School District and the College will provide access to Lee College Instructors and Dual Credit Instructors to input numeric grades into their respective student records/grading system.
- (I) Submission of progress report grades may be in Pass/Fail (P/F) format, but semester and final grades will be numeric.
- (J) Spring semester course averages for seniors will be submitted in numerical format by Lee College to the Dual Credit Liaison or designee at the end of the 5th six-week period for the high school Academic Class Ranking process. A request for this information including a list of seniors will be sent from the Dual Credit Liaison to the Dual Credit Advisor at least two weeks prior to the needed date.

- (K) Student course evaluations will be conducted at the end of each semester. Dual Credit Instructors and Lee College Instructors are responsible for providing in-class time for students to complete the evaluations, which are usually administered online. If the evaluations are administered using paper forms, Dual Credit Instructors and Lee College Instructors are responsible for distributing and collecting the forms and returning them to the College's Office of Institutional Research.
- (L) The School District is responsible for administering high school state mandated testing.
- (M) 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
- (N) 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 School District. Management of risk and liabilities shall be in accordance with the College and School District 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 courses and Dual Credit Students.
- (B) Course performance will be part of students' permanent academic records at Lee College and the School District.
- (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 Dual Credit Liaison or designee and the Dual Credit Advisor.
- (E) The high school will send a copy of all student discipline referrals and documented student behavior issues, related to or occurring during any Dual Credit course, to the Dual Credit Advisor within a week after the event.

- (F) 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.
- (G) The School District will provide placement for students who are withdrawn from a Dual Credit course for any reason.
- (H) Prior to registration, the School District will encourage and assist students with disabilities to self-identify each semester with Lee College Disabilities Services to determine reasonable accommodations.
- (I) The School District will follow all College accreditation related procedures and functions, including, but not limited to, student learning outcome assessment, Core (general education) assessment, strategic plan reporting, posting CVs of Dual Credit Instructors, and posting syllabi in PeopleSoft and Blackboard.
- (J) The School District will ensure that Dual Credit Instructors meet contact hour requirements for all Dual Credit courses. Dual Credit courses that are falling short of contact hour requirements must use Blackboard to make up hours and meet minimum contact hour requirements. Dual Credit courses that do not consistently meet contact hour requirements may be suspended or canceled until such time that contact hour requirements can be satisfied.
- (K) 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. STUDENT ELIGIBILITY

- (A) The School District 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 high school 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 as identified in the appendix.

- (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.

16. TRANSPORTATION:

- (A) Transportation to College sites for Dual Credit classes will follow School District policy, which will determine whether the School District will provide transportation and/or allow students to drive their own vehicles.
- (B) Students driving their own vehicles to the College campus must obtain parking permits.
- (C) The College is responsible for transportation related to classroom field trips and may work with the School District to provide the best means.
- (D) The College will make the School Districts aware of any college-sponsored field trips.

17. TRANSCRIPTION OF CREDIT

- (A) 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.
- (B) Final numerical grades will be sent to the Dual Credit Liaison in an encrypted spreadsheet after all grades have been collected.
- (C) The School District transcription of grades for courses may differ from the College's based on Texas Education Association policies, specifically those relating to courses required to have the End of Course State of Texas Assessment of Academic Readiness (STAAR) exams.

18. ENROLLMENT AND TESTING

- (A) The College will provide information sessions to all interested high school students and parents prior to registration. These sessions will include content about academic policies, access to student information, support services, cost, and student opportunities and commitments. 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) For School Districts that are not approved TSIA2 testing sites:

1. Students are required to complete a Lee College Admission application through www.applytexas.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
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).
5. High schools will identify personnel to serve as TSIA2 testing proctor(s). The College will provide the required training necessary to administer the exam on high school campuses.
6. Each semester the College will provide personnel to support TSIA2 testing, limited to two (2) days for each high school in the School District.
7. The School District will provide the Dual Credit Advisor a list of students needing testing no later than 10 working days prior to the testing date.
8. Proctor reporting privileges are granted to the Dual Credit Liaison and the high school Counselor or designee.

(C) For School Districts that are approved TSIA2 testing sites:

1. Students need to complete a Lee College admission application through www.applytexas.org in order for test scores to be noted on the student's college record.
2. The school district is responsible for ensuring that all students complete the pre-assessment activities.
3. Students will receive one free TSIA2 attempt from Lee College.
 - i. School Districts will provide the Dual Credit Advisor a list of students needing testing no later than 10 working days prior to testing date.
4. All subsequent testing is the responsibility of the school district and should be completed on the high school campus under the established school district testing site policies.
 1. Proctor reporting privileges is the Dual Credit Liaison and the high school Counselor or designee.

(D) All other student testing needs are completed at the Lee College Testing Center.

(E) The College and School District will collaboratively ensure students are registered and enrolled in Dual Credit classes.

(F) The College will provide a mandatory orientation for first-time Dual Credit Students.

19. PAYMENT FOR TUITION, FEES AND BOOKS:

(A) Payment to the College for tuition and fees is expected prior to the first day of class when paid by Dual Credit students.

- (B) Payment to the College for tuition and fees is expected within 30 days of receipt of invoice when paid by the school district on behalf of Dual Credit Students.
- (C) Payment for books is the responsibility of the School District or the Dual Credit Student depending on School District policy.
- (D) Tuition for Dual Credit Students is \$125 per course, per semester.
- (E) The School District selects one of the following three options by signing on the corresponding line:

_____ School District will be responsible for their Dual Credit students' tuition, fees, and books.

_____ School District transfers the responsibility of tuition, fees and books to its students; Dual Credit students are expected to pay the college directly.

Baytown Christian School District will be responsible for their Dual Credit students' tuition and fees but transfers the responsibility of books to its Dual Credit students.

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

20. DUAL CREDIT INSTRUCTION COST

(A) The College will pay the School District directly at the end of each semester in a lump sum for Dual Credit courses taught by Dual Credit Instructors on the high school campus during the school day. The payment to the school district will be based on the course enrollment as of the College census date as specified in the table. Any arrangements for payment to the Dual Credit Instructors for teaching Dual Credit courses will be made by the School District.

	10-15 Students	16-19 Students	20+ Students
Lecture Course	\$700	\$1000	\$1400
Lecture/Lab Course	\$900	\$1200	\$1600

21. ADDITIONAL COSTS

(A) **Low enrollment classes:** A minimum of 10 students per section is expected for all Dual Credit courses taught by Dual Credit Instructors. A minimum of 20 students for

lecture courses and 15 students for lecture/lab courses is required for all Dual Credit courses taught by Lee College Instructors during the school day on the high school campus.

- (1) If the School District is unable to meet the minimum enrollment, the School District can choose to pay for the unoccupied seat(s) at the amount of \$125 per seat, per semester to ensure the course is not cancelled.
- (2) If the School District is unable to meet the minimum enrollment and chooses not to pay for the unoccupied seat(s), the College may cancel the course due to low enrollment.

(B) Late Add Provision: Late additions to a Dual Credit course after the start of the semester will only be permitted prior to the second class meeting.

(C) Hours beyond contact hours: If the School District requests that a Dual Credit class taught by a Lee College Instructor meet for more than the number of contact hours approved by the College, the School District will reimburse the College for the costs of the additional instruction or supervision at the current College rate. As a rule, no Dual Credit class will meet for more than the number of contact hours approved by the College unless it is taught by a Dual Credit Instructor.

(D) Unpaid student accounts: If the School District allows students who have not paid tuition and fees to remain enrolled in a course, the School District assumes responsibility for the students' tuition and fees.

22. FUNDING

Both the College and the School District will report Dual Credit Students for state funding purposes.

23. DATA SHARING

To encourage student persistence, to assess the Dual Credit Program, and to measure student-learning outcomes, the College and School District agree to exchange student information, grades, and other data, as permitted by law, in accordance with the Data Sharing Agreement (Appendix C), which is incorporated into this MOU by reference.

24. RECOGNITION OF HIGHER EDUCATION PARTNER

When reporting and publicizing Dual Credit Student completion of college courses, degrees or certificates, the School District will recognize Lee College as their Higher Education partner. In addition, the School District will include the Lee College approved logo and/or name in all communications in which any Dual Credit course or program is included.

25. 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 MOU 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 MOU; 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 MOU impossible or unnecessary, the MOU 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 MOU 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 MOU 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 MOU 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 MOU or by its conduct prior to or subsequent to entering into this MOU.
- (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 MOU shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- (H) The headings used in this MOU are for ease of reference only and will not be used to interpret any aspect of this MOU.

(I) The expiration or termination of this MOU 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 MOU is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this MOU are due in the County and venue is proper only in such county.

26. TERM, RENEWAL, AND TERMINATION

The terms of this agreement shall commence on August 1, 2021, and supersedes previous agreements. This agreement may be amended by mutual written consent. Either party may terminate the agreement with a 90-day written notice to the College's President or the School District's Superintendent at the end of the current term.

27. 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:

BAYTOWN CHRISTIAN ACADEMY

LEE COLLEGE

James L. Twardowski
Print Name (School District Official)

Dr. Lynda Villanueva
Print Name (College Official)

Headmaster
Print Title

President
Print Title

James L. Twardowski
Signature

Lynda Villanueva
Signature

8/2/2021
Date

10/13/2021
Date

Appendix A

Statewide Dual Credit Goals Between Lee College and Baytown Christian Academy

The partnership goals between Lee College ("College") and Baytown Christian Academy ("School District") 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 independent school districts ("ISDs") 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: *ISDs 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 ISD registration and payment deadlines, information session schedules, FAQs, forms and links to student resources.

Lee College provides dual credit information sessions each fall and spring at all partnering high schools to potential students, parents and school counselors before students enroll into dual credit classes for fall.

On an annual basis, Lee College provides a dual credit update session to all HS counselors, Principals, and Superintendents. The updates include information on dual credit procedures, testing, and best practices from school districts.

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.

Per House Bill 5, Lee College also partners with local ISDs to develop and provide courses in college preparatory Mathematics and English language arts to prepare students for success in entry-level college courses without the need for remedial or developmental coursework.

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

Lee College ensures that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards are upheld regardless of the student composition of the class.

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.

Appendix C

Data Sharing Agreement

Purpose

Lee College (the College) and the Baytown Christian Academy (the School District) have a shared interest in educating students. The purpose of this Data Sharing Agreement (the Agreement) is to advance our shared interest by establishing policies, in accordance with applicable law¹, for the types of data to be shared, the acceptable uses of data, the ownership of data, data confidentiality, data security, methods of exchanging data, the cost of providing data, the time that is allowed to fulfill a request for data, and the means for ensuring these policies are being observed. All data requests shall be governed by this Agreement.

Federal law does not permit general, open-ended data sharing agreements. Every time data is shared, it must be for a specific purpose and in a specific time frame. The purpose of this Agreement is to establish the policies and procedures that will govern specific requests with specific time frames.

Term

This Agreement shall commence effective on the date it is fully executed ("Effective Date") and shall continue for one year. This Agreement may be terminated by either party with thirty (30) days advance written notice, without cause.

Types of Data

Under this Agreement, the College and the School District agree to share individual student records on all their students past and present within the limits established in this document. Individual student records are limited to data that are available and to the following:

- Identifiers: student name; date of birth; Texas Student Data System ID; Lee College ID.
- Contact Information: home address; email addresses; phone numbers.
- Demographics: race/ethnicity; gender; citizenship status.
- Academic Records: transcripts showing classes taken, the start and end dates of those classes and the grades in those classes; class attendance; grade point averages; scores on standardized tests; declarations of areas of study such as endorsements, majors and minors; awards representing the completion of educational programs such as diplomas, degrees, and certificates.
- Financial Information: participation in subsidized meal programs; family income; expected family contribution (from FAFSA).
- Family Information: number of siblings; educational level of parents; family structure.

In addition, the College and the School District agree to share information that is created by aggregating the data from individual student records within the limits established in this document.

¹ Privacy laws include, but are not limited to the Family Educational Rights and Privacy Act (FERPA). See the Family Educational Rights and Privacy Act Guidance for Reasonable Methods and Written Agreements:
https://www2.ed.gov/policy/gen/guid/fpco/pdf/reasonablemtd_agreement.pdf accessed on 5/30/18.

Acceptable Uses of Data

Data shared under this Agreement shall only be used to conduct studies for three purposes as allowed by law²:

- To improve instruction;
- To develop, validate, or administer predictive tests; and
- To improve the administration of student financial aid.

In order to comply with regulations, data will be shared only in response to written requests that specify the purpose, scope, and duration of a specific study and the information needed to conduct the study. Data that are provided in response to a request can only be used for the purpose described in the request.

When the College or the School District receive a data request from the other party, they have the right to refuse to provide the data if they believe the proposed study or other objective falls outside of the acceptable uses. Neither the College nor the School District can be forced by the other to provide data if they reasonably believe the justification is insufficient.

Data derived from the Federal Application for Student Aid (FAFSA) can only be used for the application, award, and administration of aid awarded under federal student aid programs, state aid, or aid awarded by Lee College. The administration of aid includes audits and program evaluations necessary for the efficient and effective administration of the student aid programs. Any request for data derived from the FAFSA must be accompanied by a written justification explaining how the request complies with the restrictions.

The College and the School District will each designate one person who will coordinate data sharing and be responsible for ensuring that shared data is only used for acceptable purposes. This person will be informed of all data requests and the responses to all data requests. At the College, this person will be the Vice President of Planning, Institutional Effectiveness and Research. At the School District, this person will be BCA Registrar

Data Ownership

Data that are shared under this Agreement remain the property of the organization that provided the data. The data owner will be referenced as the source of the data in all reports, publications, tables, graphs, or other products produced from the data. The parties further acknowledge and agree that all copies of such data transmitted to the other party, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original data. Data that one of the parties has received but does not own cannot be shared outside of that organization without written permission from the owner of the data. An organization that has received data that it does not own must destroy the data and any copies, subject to applicable record retention requirements, of the data no more than six months after the date when the data is no longer needed for the purposes for which the study was conducted or when directed to do so in writing by the owner. If an organization wishes to preserve data for longer than six months, it must request an extension in writing. Products that were created using shared data that do not contain Personally Identifiable Information³ are the

² Title 34 § 99 of the Code of Federal Regulations (FERPA), and Section 483(a)(3)(E) of the Higher Education Act (restrictions on FAFSA data).

³ See 34 CFR § 99.3 for a definition of personally identifiable information

property of the organization that created them and do not have to be destroyed even if they were created from data that must be destroyed.

Data Confidentiality

Data that are shared under this Agreement shall be treated as confidential and will not be released, disclosed, published or otherwise disseminated to any person inside the organization except those who need the data to fulfill the purpose of the study or other objective under which the data were requested, and shall not be released, disclosed, published or otherwise disseminated to any person outside the organization without written permission from the data owner. Data that are shared under this Agreement shall be treated with the same protections and safeguards that the organization uses for its own confidential data and in any event shall be treated in a reasonable manner that complies with all applicable laws. Products that are created using shared data that do not contain Personally Identifiable Information do not have to be treated as confidential.

Data Security

Recipients of data under this Agreement shall secure the data by securing its facilities, data centers, paper files, computers (including servers and back-up systems) and implementing authentication and access controls within media, software applications, operating systems and equipment.

Recipients of data under this Agreement shall notify the data owner immediately upon any actual, potential or suspected breach of security of data. A "breach of security" shall mean the acquisition of, or access to, computerized data by an unauthorized person that compromises the security, confidentiality or integrity of such data.

Exchanging Data

The College and the School District agree that any electronic transfer of data between the organizations will take place using encrypted protocols such as SSL or SCUP. The College and the School District will use all reasonable practices and security procedures necessary to protect all electronic data that is transmitted between them under this Agreement by (but not limited to) electronic transmission or the physical delivery of electronically recorded data. Such protective measures shall include, but not be limited to, use of up-to-date anti-virus software to guard against viruses, worms, Trojan horses or other malware that may permit unauthorized access to data or may compromise the confidentiality, integrity or authorized accessibility of data or associated information systems of the other party. However, in no event shall the owner of data be responsible for any damages or loss caused by electronic data transmitted to a recipient.

The Cost of Providing Data

The cost of providing data shall generally be borne by the owner of the data; however, the owner of the data may require the recipient to share the cost if the cost is substantial and may refuse to provide the data if the recipient is unwilling to share the cost. If the owner of the data requires cost sharing, the specifics of cost sharing must be provided in writing.

The Time to Fulfill a Request for Data

If the fulfillment of a data request will take more than two weeks, the organization that is fulfilling the request must notify the requesting organization of the time that will be needed to fulfill the request.

Third-Party Request

Should a third party, including law enforcement and government entities, contact a party with a request for data held by the party pursuant to this Agreement, the party receiving the request shall redirect the third party to request the data directly from the party owning the data. The party receiving the request shall notify the other party in advance of a compelled disclosure to a third party. Neither party will use, disclose, compile, transfer, sell the data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the data and/or any portion thereof.

FERPA Requirements

If a party has a policy of disclosing education records under 34 CFR § 99.31 (a) (1), the party shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights. The party shall determine whether the other party qualifies as a school official.

Disposition of Data Upon Termination

The parties shall dispose or delete all data obtained under this Agreement notwithstanding any other provision herein, and transfer said data to the owner within sixty (60) days of the date of termination of this Agreement and according to a schedule and procedure as the parties may reasonably agree. Nothing in this Agreement authorizes a party to maintain data obtained under this Agreement beyond the time period reasonably needed to satisfy the purpose. The duty to dispose of data shall not extend to the data that has been de-identified.

Audits and Monitoring Activity

The College and the School District maintain the right to conduct audits or other monitoring activities to reasonably ensure the policies, procedures, and systems required by this Agreement are properly implemented. The cost of audits or monitoring activities will be borne by the organization conducting the audits or activities.

Notice

All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

The designated representative for the Lee College for this Agreement is: **The Provost and VP of Academic and Student Affairs.**

The designated representative for the School District for this Agreement is: _____

Entire Agreement

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Governing Law; Venue and Jurisdiction

This Agreement and all performance hereunder shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. Exclusive and mandatory venue for any action to enforce the provisions of this Agreement shall lie in a court of competent jurisdiction in Harris County, Texas.

Authority

The parties represent that they are authorized to bind to the terms of this Agreement, including confidentiality and destruction of data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the data and portion thereof stored, maintained or used in any way.

Waiver

Waiver by any party to this Agreement of any breach of any provision of this Agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this Agreement are cumulative. Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the other party, its trustees, officers, employees, and agents as a result of the execution of this Agreement or performance of the functions or obligations described herein.

Assignment

None of the parties to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party to this Agreement.