

**Memorandum of Understanding  
between  
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
and  
LEE COLLEGE**

**For Operation of the Dual Credit Program/Early College High  
School/P-TECH Early College High School  
(Effective August 1, 2021 through July 31, 2023)**

The purpose of this agreement is to provide for the continuation of the partnership between LEE COLLEGE and GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (GCCISD), which supersedes all previous agreements, and addenda concerning operation of the Dual Credit Program/Early College High School (ECHS) /P-TECH ECHS. This agreement describes the roles and responsibilities for governance and operation of these programs and is in alignment with HB 1638: Statewide Dual Credit Goals.

**SECTION 1: TERMS and CONDITIONS**

**1) Scope of Agreement**

The Parties will partner to provide the courses and programs in accordance with the general obligations and responsibilities of each party. Please see attached Exhibits specific to this Dual Credit Agreement in bold.

**Exhibit A: Early College High School (ECHS)/Pathways in Technology (P-TECH)**

**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 dual credit course 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.
- (5) The School District will appoint a Dual Credit Liaison with the authority to approve courses and certify student eligibility.
- (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.

## **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, 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) Submission of Dual Credit Instructor applications, to the Lee College Human Resource Department, are due no later than June 1<sup>st</sup> for 16-week courses and July 1<sup>st</sup> for 13-week courses.
- (D) 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.
- (E) School District faculty approved as Dual Credit Instructors will be cleared by the College's Office of Human Resources to teach college courses.
- (F) 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.
- (G) 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 12<sup>th</sup> Day Verification (Census) Roster will not be enrolled in the Dual Credit course.
- (H) 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.
- (I) 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.
- (J) 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.

- (K) 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 90 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 the Lee College grading system.

- (I) Progress report grades may be in Pass/Fail (P/F) format, but if the grade is an F then it must also be reported as a numeric average. Final grades for the semester must be reported as number, not a letter.
- (J) All instructors, including Dual Credit instructors, are required to track attendance in PeopleSoft within a day after each class meeting.
- (K) 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 4<sup>th</sup> nine-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.
- (L) 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.
- (M) The School District is responsible for administering high school state mandated testing.
- (N) 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](https://www2.ed.gov/about/offices/list/ocr/docs/tix_dis.html)
- (O) Lee College is an open enrollment institution and offers a variety of vocational and academic programs. Lee College prohibits discrimination on the basis of race, color, national origin, disability, religion, age, limited English proficiency or English learner status, veteran status, genetic information, sex (including pregnancy, parental status, sex stereotyping or treating people differently because they do not conform to sex-role expectations, sexual orientation, gender identity or gender expression) or any other basis prohibited by law 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 required to complete Learning Frameworks within 12 months of initial enrollment before progressing with additional coursework. For example, if a student enrolls in the fall and drops Learning Frameworks they are allowed to continue their studies. If they then enroll in spring and drop Learning Frameworks they are still allowed to continue their studies. However, they are not allowed to enroll in any course the subsequent fall except Learning Frameworks. They must pass Learning Frameworks in the Fall and they can enroll in other courses in the Spring.
- (D) 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.
- (E) 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.
- (F) 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.
- (G) 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.
- (H) The School District will provide placement for students who are withdrawn from a Dual Credit course for any reason.
- (I) 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.
- (J) 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.
- (K) 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.
- (L) If Lee College establishes a standardized assessment for a course and/or a process for grading the assessment, this applies to all students, including dual credit students.

(M) 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.

(N) Science lab-based courses are required to meet a minimum of 2.5 lab hours (exclusive of lecture hours) over two days each week to meet lab contact hour requirements. The dual credit instructors should be allocated 2 to 3 hours per week of prep time to adequately and safely set-up and break down labs.

#### **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](http://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](http://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.
5. 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 GCCISD or the Dual Credit Student depending on School District policy.

(D) Tuition for Dual Credit Students is \$125 per course, per semester.

(E) GCCISD selects one of the following three options by signing on the corresponding line:

☒ \_\_\_\_\_ GCCISD will be responsible for their Dual Credit students' tuition, fees, and books.

☐ \_\_\_\_\_ GCCISD transfers the responsibility of tuition, fees and books to its students; Dual Credit students are expected to pay the college directly.

☐ \_\_\_\_\_ GCCISD 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 same rate as if the seat were occupied 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:

**GCCISD SCHOOL DISTRICT**

**LEE COLLEGE**

Randal O'Brien  
Print Name (School District Official)

Superintendent  
Print Title

Randal O'Brien  
Signature

2-17-22  
Date

\_\_\_\_\_  
Print Name (College Official)

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Handwritten signature: Daniel O'Brien

Handwritten signature: Daniel O'Brien

Handwritten text: 11-2-1995

**EXHIBIT A**  
**IMPACT EARLY COLLEGE HIGH SCHOOL (IECHS)/**  
**STUART CAREER TECHNICAL HIGH SCHOOL (SCTHS)-PATHWAYS IN TECHNOLOGY EARLY**  
**COLLEGE HIGH SCHOOL (P-TECH)**

1. Establish a full and equal agreement between Lee College and GCCISD that provides for a flexible and creative approach to the mission, organizational and fiscal requirements of both institutions.
2. Provide post-secondary education to underserved high school students for whom a smooth transition to college is problematic. This includes low-income or economically disadvantaged students, first generation college goers, English language-learners, and students at-risk of not graduating.
3. As a comprehensive Early College High School/Pathways in Technology ECHS, students will select from the following options: Associate of Applied Science, Associate of Arts in Teaching, Associate of Arts, Associate of Science, a certificate of study and/or core completion.
4. Collaborate in planning, implementation, and continuous improvement of IECHS/SCTHS programs, including the required involvement of Lee College designee(s) in the selection of faculty, staff, and administration; curriculum development; training, and student services.
5. Provide college readiness, dual credit, and college credit courses for cohorts of approximately 120 students per grade for students in grades 9-12 at IECHS/SCTHS.
6. Prepare high school students for successful career and educational futures.
7. Based on University Interscholastic League (UIL) criteria, establish guidelines and eligibility rules for Early College High School students who want to pursue extracurricular activities while ensuring limited absences from college classes.
8. Encourage personal/civic development programs that provide service learning, honors, and other supplementary learning experiences for IECHS/SCTHS students.
9. Collaborate financially to address costs to both institutions and assist each in obtaining necessary funds from local, state, federal, and private/foundation resources to support successful operation of IECHS/SCTHS.

**GOVERNANCE**

IECHS/SCTHS shall be governed by GCCISD and LEE COLLEGE policies and is subject to statutes and corresponding regulations set forth by the State of Texas as well as the federal government. The principal of IECHS will report to the Deputy Superintendent for Curriculum and Instruction and the principal of SCTHS will report to the Deputy Superintendent for Administrative Services for GCCISD.

**IMPACT ECHS Advisory Committee**

An Advisory Committee comprised of representatives from LEE COLLEGE and GCCISD will meet regularly to facilitate communication, evaluate instructional data, activities, and programs, identify issues and challenges, and ensure continuous improvement of educational services and institutional effectiveness as it pertains to IECHS. Members of the Advisory Committee will include:

1. **LEE COLLEGE Representatives:** Provost and Vice President of Academic and Student Affairs, Associate Vice President of Academic Affairs, Associate Vice President of Student Affairs, Executive Director of School & College Partnerships, one faculty, and one dual credit/college advisor.

2. **GCCISD Representatives:** IECHS principal, Deputy Superintendent for Curriculum and Instruction, one faculty, one counselor and one parent.

### **LEE COLLEGE LIAISON to IMPACT ECHS**

The Executive Director of School & Partnerships at LEE COLLEGE will serve as liaison to IECHS and as the college point of contact. The liaison and the IECHS team will meet regularly to ensure good communication and collaboration.

### **SCTHS Advisory Committee**

An Advisory Committee comprised of representatives from LEE COLLEGE and GCCISD will meet regularly to facilitate communication, evaluate instructional data, activities, and programs, identify issues and challenges, and ensure continuous improvement of educational services and institutional effectiveness as it pertains to SCTHS. Members of the Advisory Committee will include:

1. **LEE COLLEGE Representatives:** Provost and Vice President of Academic and Student Affairs, Associate Vice President of Academic Affairs, Associate Vice President of Student Affairs, Executive Director of School & College Partnerships, Director of Dual Credit, one faculty, and one dual credit/college advisor.
2. **GCCISD Representatives:** SCTHS principal, Deputy Superintendent for Administrative Services, one faculty, one counselor and one parent.

### **LEE COLLEGE LIAISON to SCTHS**

The Director of Dual Credit at LEE COLLEGE will serve as liaison to SCTHS and as the college point of contact. The liaison and the IMPACT ECHS team will meet regularly to ensure good communication and collaboration.

The Dual Credit Advisor will meet with the SCTHS principal and counselor on a bi-weekly basis to discuss student progress, Texas Success Initiative Assessment planning, and course scheduling.

### **FACILITIES**

1. LEE COLLEGE will:
  - a. Have IECHS students attend courses on the LEE COLLEGE campus that are taught in a fully integrated format where ECHS students are in classes with LEE COLLEGE students and taught by LEE COLLEGE faculty.
  - b. Provide IECHS/SCTHS students access to student services, support services, library, weight room, student center, and other facilities as other LEE COLLEGE students, and they must be prepared to show proper student identification when requested.
  - c. Provide IECHS/SCTHS Dual Credit Instructors the same access to the library, fitness center, and other facilities as other adjunct faculty, and they must be prepared to show proper faculty identification when requested.
2. IECHS/SCTHS and GCCISD will:
  - a. Abide by LEE COLLEGE policies and procedures regarding building use, campus security, and students' rights and responsibilities.
  - b. Provide a standalone facility for IECHS/SCTHS.
  - c. Provide facilities that are equipped at college standard to teach the programs and courses being offered.

- d. Provide its own computer equipment, network, and software.
- e. Offer cohort-based college credit classes involving only IECHS students at IMPACT ECHS.
- f. SCTHS will provide transportation for students including to and from Lee College.

### **INSTRUCTORS, FACULTY, AND ADMINISTRATION**

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 State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

1. The LEE COLLEGE Associate Vice President of Academic Affairs will:
  - a. Verify the credentials of all adjunct or full-time faculty teaching dual enrollment courses that receive both high school and college-credit, or college-credit only. This verification will be conducted using the policies and procedures set forth by the college for ensuring all faculty credentials meet the accreditation requirements of SACSCOC.
  - b. Periodically evaluate the instructional performance of its adjunct and full-time faculty teaching dual credit or college credit only courses.
  - c. Invite all IECHS/SCTHS faculty, staff and administrators to professional development opportunities offered by the college that are deemed to have a direct and positive impact on the students at IECHS/SCTHS.
2. IECHS/SCTHS and GCCISD will:
  - a. Verify the credentials of all instructors teaching high school credit classes. This verification will be conducted using policies and procedures set forth by GCCISD, including verification of state certification requirements in their teaching subject area.
  - b. Annually evaluate the performance of its instructors teaching high school credit courses.
  - c. Pay the salary of instructors teaching high school and college courses.
  - d. Oversee the selection of IECHS/SCTHS faculty and administrators.
  - e. Invite all LEE COLLEGE faculty, staff and administrators to professional development opportunities offered by GCCISD that are deemed to have a direct and positive impact on the students at IECHS/SCTHS.
  - f. Notify the LEE COLLEGE Dual Credit Advisor or designee when IECHS/SCTHS students are enrolled; this information will be forwarded to Associate Vice President of Academic Affairs and respective college faculty.

### **CURRICULUM ALIGNMENT**

LEE COLLEGE and GCCISD will collaborate to ensure that IECHS/SCTHS students have access to a course of study that enables students to earn a high school diploma, an associate's degree, certificate and/or core completion by the date of their high school graduation.

1. LEE COLLEGE will:
  - a. Assist with identification of approved dual credit courses and creation of course alignments.
  - b. Give college credit for all approved dual credit courses for which

course alignments are approved.

- c. Collaborate to develop a course of study that will ensure students are able to meet high school graduation requirements while also earning core completion, a single associate degree, and/or certificate.
  - d. Assist IECHS/SCTHS in creating customized education plans based on students' interests and aptitudes.
  - e. Provide professional development for IECHS/SCTHS faculty teaching courses for dual credit.
  - f. Solicit input regarding curriculum development and instructional improvements from IECHS/SCTHS faculty teaching courses for dual credit.
  - g. Monitor the quality of instruction in all courses for dual credit to ensure compliance with standards established by the Texas Higher Education Coordinating Board, Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Lee College, Texas Education Agency (TEA), and GCCISD.
2. IECHS/SCTHS and GCCISD will:
- a. Assist with identification of approved dual credit courses and creation of course alignments.
  - b. Collaborate to develop a course of study that will ensure students are able to meet high school graduation requirements while also earning core completion, a single associate degree and/or certificate.
  - c. Create customized education plans based on students' interests and aptitudes.
  - d. Participate in professional development offered to IECHS/SCTHS faculty teaching LEE COLLEGE courses for dual credit.
  - e. Participate in program assessment specific to the courses and programs in which they teach at the guidance of Instructional Deans.
  - f. Participate in quality improvement discussions offered to IECHS/SCTHS faculty teaching LEE COLLEGE courses for dual credit.
  - g. Monitor the quality of instruction in all courses for dual credit to assure compliance with standards established by the Texas Higher Education Coordination Board (THECB), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Lee College, TEA, and GCCISD.

### **PROGRAMS OF STUDY**

LEE COLLEGE and IECHS/SCTHS will collaboratively identify a program of study that meets the requirements of LEE COLLEGE and the high school graduation requirements of GCCISD. LEE COLLEGE and IECHS/SCTHS will equate the high school course with college courses through alignment of the college course student learning outcomes and the high school TEKS. Dual Credit Advisors and High School Counselors from IECHS/SCTHS and LEE COLLEGE will work together to ensure that students have an education plan in place that allows for pursuit of their intended major during their freshman, sophomore, junior, and senior year of high school.

IECHS/SCTHS students will select a program of study in which to pursue an associate's degree, certificate and/or core completion while completing high school graduation requirements.

1. LEE COLLEGE will:

- a. Meet regularly with the IECHS/SCTHS principal, academic dean/assistant principal and/or counselor to review courses for dual credit and the high school graduation plan.
  - b. Update IECHS/SCTHS on changes to programs or curriculum at LEE COLLEGE initiated by the college or mandated by the Texas Higher Education Coordinating Board (THECB).
  - c. Furnish college calendars, course schedules, catalogs and syllabi as needed to improve communication regarding curriculum and instruction.
  - d. Collaboratively meet the demands of a changing curriculum as mandated by the State of Texas through THECB and TEA.
2. IECHS/SCTHS and GCCISD will:
- a. Meet regularly with the LEE COLLEGE Provost and Vice President of Academic and Student Affairs, Associate Vice President of Academic Affairs, Associate Vice President of Student Affairs, Executive Director of School & College Partnerships, Director of Dual Credit and dual credit advisor to review courses for college credit and the high school graduation plan.
  - b. Update LEE COLLEGE on changes to programs or curriculum at the high school initiated by GCCISD or mandated by TEA.
  - c. Furnish GCCISD calendars, course schedules, bell schedules, testing schedules, graduation criteria, and syllabi as needed to improve communication regarding curriculum and instruction.
  - d. Collaboratively meet the demands of a changing curriculum as mandated by the State of Texas through THECB and TEA.

### **INSTRUCTIONAL SCHEDULE AND CALENDAR**

LEE COLLEGE and IECHS/SCTHS will work collaboratively to ensure that students have access to the courses they need each semester and at times of the day that will facilitate successful graduation from high school and LEE COLLEGE.

1. LEE COLLEGE will:
- a. Share its instructional schedule and calendar with GCCISD at the earliest possible date and prior to publication, when applicable
  - b. Send emails to Lee College faculty informing them of testing dates and/or events resulting in college class absences.
  - c. Work cooperatively with IMPACT ECHS/SCTHS and GCCISD to evaluate students' ability to successfully complete courses delivered in shortened sessions and online.
  - d. Allow IMPACT ECHS students to enroll in summer school with permission from their high school counselor and LEE COLLEGE advisor or counselor.
2. IMPACT ECHS/SCTHS and GCCISD will:
- a. Educate IMPACT/SCTHS students regarding the LEE COLLEGE calendar as it compares with the GCCISD calendar.
  - b. Work cooperatively with LEE COLLEGE to evaluate students' ability to successfully complete courses delivered in shortened sessions and online.
  - c. Work with LEE COLLEGE advisor and lead counselor when utilizing summer school as a means to assist IECHS students to meet degree plan requirements.

### **STUDENT RECRUITMENT AND SELECTION**

Students are recruited from all eighth grades across the GCCISD district.

1. LEE COLLEGE will:

- a. Assist with public awareness of the benefits of Early College High School/P-TECHs and the need for postsecondary education by co-presenting at community meetings
- b. Attend meetings with 8<sup>th</sup> grade students on the junior high campuses when recruiting for the upcoming school year.
- c. Co-present at 8<sup>th</sup> grade student/parent information meetings.
- d. Collaboratively review applications to be submitted into the lottery selection process.
- e. Co-facilitate a Commitment Ceremony for incoming freshman.
- f. Appoint designees from Student Affairs and Instruction to participate in the selection of students for IECHS/SCTHS freshman classes.

2. IECHS/SCTHS and GCCISD will:

- a. Name a recruitment team headed by the IECHS/SCTHS principals, to recruit and screen applicants. The team shall include the IECHS/SCTHS counselor and staff from GCCISD, as well as membership from the LEE COLLEGE Dual Credit program.
- b. Create a timeline for recruitment and admission activities.
- c. Maintain an IECHS/SCTHS website that provides recruitment and admissions information. Conduct meetings with junior high counselors to introduce and explain the concept of ECHS/P-TECHs.
- d. Co-Conduct eighth grade assemblies and distribute recruitment and admission information to junior school students in GCCISD.
- e. Co-Conduct student and parent meetings at all junior school campuses and selected community locations explaining the opportunities and commitment required of IECHS/SCTHS students (bilingual translation will be made available at all parent meetings).
- f. Conduct Advisory Committee meetings to review applications.
- g. Use a lottery selection process to identify the members of the incoming Freshman Class.
- h. Select approximately 120 students.

### **STUDENT ADVISING AND ENROLLMENT**

LEE COLLEGE and IECHS/SCTHS will work collaboratively to advise and enroll students in high school and dual credit college courses that will lead to the successful completion of a high school diploma, an associate's degree, certificate and/or core completion by the end of the senior year of high school.

1. LEE COLLEGE will:

- a. Communicate college readiness standards established by the THECB.
- b. Assist with enrollment activities for all qualified students wishing to enroll in college credit courses, including vaccinations.
- c. Provide access to the pre-assessment activities required prior to student completion of the Texas Success Initiative Assessment 2.0 (TSIA2).
- d. Provide access to GCCISD faculty wishing to take the TSIA for the evaluation and improvement of college preparation.
- e. Provide proctor training to high school staff and faculty designated to assist with the TSIA2.

- f. Maintain sole ownership of college transcripts for all IECHS/SCTHS students.
  - g. Collaborate with IECHS/SCTHS in tracking student success in dual credit and college courses.
  - h. Require students who do not maintain a 2.0 GPA in dual credit and college courses to sit out of college courses for one semester or repeat the failed courses, regardless of overall GPA. An appeals process will be accessible based on extenuating circumstances.
  - i. Prevent IECHS/SCTHS students to drop courses without approval from an ECHS administrator and a LEE COLLEGE student affairs designee. Students who want to drop a course will be required to fill out the designated drop form specific to IECHS/SCTHS students.
  - j. Withdrawals due to lack of attendance and/or failing grades is considered a failed course and may require a reduction of classes the next semester.
2. IECHS/SCTHS and GCCISD will:
- a. Require all incoming freshmen to complete the Apply Texas application, pre-assessment activity and TSIA to determine college readiness. Testing must be conducted in a timely manner to allow time for the LEE COLLEGE Dual Credit advisor to advise and then register students for the upcoming semester.
  - b. Pay all college placement re-testing fees as determined by the LEE COLLEGE testing center.
  - c. Maintain sole ownership of high school transcripts for all IECHS/SCTHS students, using a four-point, non-weighted scale as required by the State of Texas.
  - d. Collaborate with LEE COLLEGE in tracking student success in college courses.
  - e. Provide IECHS/SCTHS students with weighted grade points to determine their weighted grade point average and class rank, in accordance with the GCCISD Course Description Guide.
  - f. Obtain waivers from IECHS/SCTHS students regarding the Family Educational Right to Privacy Act (FERPA) and share this information with LEE COLLEGE.
  - g. Prevent IECHS/SCTHS students to drop courses without approval from an IECHS/SCTHS administrator and the LEE COLLEGE Dual Credit Advisor or designee.
  - h. Ensure students in extracurricular activities meet guidelines and eligibility rules based on University Interscholastic League (UIL) criteria (LEE COLLEGE GPA standards will apply to college courses).
  - i. Ensure students maintain a 2.5 or higher cumulative GPA in their Lee College classes. If they fall below this GPA, withdrawal from the secondary extracurricular activities will be required until good academic standing is determined.

### **STUDENT TUITION AND FEES**

1. LEE COLLEGE will:
- a. Waive the testing fee for the first attempt on the TSI, as well as tuition and class fees, for all IECHS/SCTHS students enrolled in college courses.
  - b. Charge IECHS/SCTHS for additional attempts on the TSI exam and for repeat course fees for IECHS/SCTHS students' third and subsequent attempts to complete a Lee College course.

- c. Charge IECHS/SCTHS full tuition and fees for any college course taken when students have completed an associate degree prior to earning a high school diploma and are still enrolled at IECHS/SCTHS.
- d. Charge full tuition and fees to IECHS/SCTHS students who have earned a high school diploma and are enrolled in LEE COLLEGE.

2. IECHS/SCTHS and GCCISD will:

- a. Jointly with Lee College communicate with students and parents regarding the conditions under which students receive waivers for tuition and class fees.
- b. Pay for second and subsequent testing fees and be billed by LEE COLLEGE.

### **STUDENT TEXTBOOKS AND SUPPLEMENTAL MATERIALS**

1. LEE COLLEGE will:

- a. Provide timely and accurate information regarding required and supplemental textbooks, supplies, and electronic access codes for all college courses via the bookstore website.
- b. Provide information regarding textbook lifespan in a course and electronic textbook availability to ensure that students have current and viable textbooks.
- c. Select textbooks that have a life span of three years, when possible.

2. IECHS/SCTHS will:

- a. Provide all required and supplementary textbooks, supplies, and electronic access codes for college courses via the bookstore website.
- b. Select textbooks that have a life span of three years, when possible.

### **STUDENT SUPPORT SERVICES**

LEE COLLEGE and GCCISD are committed to provide adequate support services to facilitate student success.

1. LEE COLLEGE will:

- a. Coordinate with GCCISD to provide disability support services as required by state and federal law.
- b. Provide students with appropriate academic advising and career planning to establish a clear pathway to a college degree/certificate and/or core completion while also completing high school.
- c. Maintain adequate campus security and emergency procedures to ensure a reasonably safe campus environment.
- d. Provide IECHS/SCTHS students access to library services, computer labs, skills labs (reading, writing, math), science labs, and study areas to support academic endeavors.
- e. Provide IECHS/SCTHS students access to the college Student Center, student clubs and organizations, recreation activities, intramurals, and weight room facilities to support their social/emotional development.
- f. Encourage qualified students to participate in honors, service learning, undergraduate research, and other forms of student engagement that promote academic excellence and success.
- g. Provide students with information regarding academic transfer pathways beyond an associate's degree, certificate and/or core completion.

- h. Follow academic probation policies for students in poor academic standing as outlined in the LEE COLLEGE catalog.
- 2. IECHS/SCTHS will:
  - a. Coordinate with LEE COLLEGE to provide disability support services as required by state and federal law.
  - b. Provide students with appropriate academic advising and career planning to establish a clear pathway to a college degree while also completing high school.
  - c. Provide students with information regarding academic transfer pathways beyond an associate's degree/certificate and/or core completion.
  - d. Encourage qualified students to participate in honors, service learning, undergraduate research, and other forms of student engagement that promote academic excellence and success.
  - e. Follow academic probation policies for students in poor academic standing as outlined in the LEE COLLEGE catalog.

### **STUDENT CONDUCT**

LEE COLLEGE and IECHS/SCTHS will collaborate on all matters regarding student rights, responsibilities and discipline.

- 1. LEE COLLEGE will:
  - a. Enforce all requirements of student conduct as described in the LEE COLLEGE catalog. This includes but is not limited to student behavior and academic dishonesty.
  - b. Adhere to student grievance procedures as described in the LEE COLLEGE catalog.
  - c. Require students to meet LEE COLLEGE attendance policies for all college courses.
- 2. IECHS/SCTHS will:
  - a. Enforce all requirements of student conduct as described in the GCCISD student handbook. This Includes but is not limited to student behavior and academic dishonesty.
  - b. Require students to meet GCCISD attendance policies for all high school credit courses.

### **GRADING AND STUDENT ACADEMIC STANDING**

Students who receive a final grade below a "C" will not be allowed to progress to other college courses without repeating the previous course successfully, unless approved through the dual enrolment appeal process.

LEE COLLEGE and IECHS/SCTHS will collaboratively determine students' academic standing through communication and data sharing.

- 1. LEE COLLEGE will:
  - a. Alert the IECHS/SCTHS principal to student grades or behaviors that indicate problems.
  - b. Provide numeric and letter mid-term and final grades to the IECHS/SCTHS principal.
  - c. Provide the IECHS/SCTHS principal and counselor specified access to IECHS/SCTHS student information in PeopleSoft to allow student success tracking.

- d. Utilize the LEE COLLEGE grading scale for calculating grades in all courses. Student attendance in courses will not guarantee a passing grade.
- 2. IECHS/SCTHS will:
  - a. Notify the LEE COLLEGE Dual Credit Advisor for IECHS/SCTHS students enrolled in college classes; the advisor will coordinate information with LEE COLLEGE faculty.
  - b. Report high school grades to students utilizing the district developed grade-reporting calendar.
  - c. Issue a report card for students and parents at mid-semester for LEE COLLEGE courses.
  - d. Send a copy of all student discipline referrals and documented student behavior issues, related to or occurring during any college-instructed course, to the Lee College Dual Credit Office within a week after the event.
  - e. Will provide placement for students who are withdrawn from the course for any reason.
  - f. Prior to registration, assist with sending student accommodations each semester to the Lee College Disabilities Services located in the access Center on the Lee College campus.

#### **ADMINISTRATION OF STATEWIDE INSTRUMENTS**

GCCISD will administer all statewide assessment instruments In accordance with TEC

Subchapter B, Chapter 39. College instructors will be notified at least 2 months in advance of the assessment. IECHS/SCTHS will monitor student results in alignment with state graduation requirements.

#### **PERFORMANCE AND EFFECTIVENESS**

IECHS/SCTHS Advisory Committee will collaboratively define the evaluation process, and evaluate the effectiveness of the ECHS/P-TECH campus each academic year. The results will be reported to the boards of each institution. This evaluation will include but not be limited to Texas Academic Performance Reports (TAPR)/School Report Card, ECHS portfolio, course completion data, student and parent surveys, as well as other forms of college and local community input.

#### **RESPONSIBILITY OF THE PARTIES**

##### **Regulatory Requirements**

All members of the IECHS/SCTHS faculty and administration, as well as any other party connected with the IECHS/SCTHS program, must comply with regulations regarding the report of alleged child abuse, school-related crimes, and sexual molestation.

##### **Venue**

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of the Agreement shall be in Harris County, Texas.

##### **Relationship**

It is understood and agreed that Parties are independent contractors. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties or as agent of Parties. The Agreement does not create a joint venture or business partnership under Texas law. Each Party is solely responsible for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), insurance, worker's compensation, and disability benefits and like requirements and obligations of their employees, agents, volunteers, and

representatives. They agree that either Party has no responsibility for any conduct of the other Party's employee, agent, volunteer, or representative.

**No Waiver of Immunity**

Neither Party relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described here.

Appendix A  
Statewide Dual Credit Goals Between Lee College and GCCISD

The partnership goals between Lee College ("College") and GCCISD ("School") 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.

GCCISD ACADEMIC APPENDIX

[INSERT TABLE]

GCCISD CTE APPENDIX

[INSERT TABLE]