AGREEMENT FOR THE
BLINN COLLEGE DISTRICT DUAL CREDIT PROGRAM

This Agreement for the Blinn College District Dual Credit Program (Agreement) is by and between BLINN COLLEGE DISTRICT, a public community college established under Chapter 130 of the Texas Education Code and a political subdivision of the State of Texas, (College), and:

Brazos Christian School

a Texas Private school and political subdivision of the State of Texas, (District) with an effective date of September 1, 2020 (Effective Date). Individually, the College and the District are referred to herein as “Party” and collectively as “Parties.”

Recitals

WHEREAS, Texas Education Code (TEC) §§ 28.009, 29.182, 29.184, and 130.008; and 19 Texas Administrative Code (TAC) Chapter 4, Subchapter D and Chapter 9, Subchapter H authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a student for such course; and

WHEREAS, the College and the District desire to establish a dual credit program (Dual Credit Program) to be operated as part of the District’s

Brazos Christian School (School).

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

Section 1. General Criteria

A. Blinn College District

1. The College will designate a leadership team to be in charge of the management and supervision of the Dual Credit Program.

2. The College will ensure that dual credit courses follow the same quality, sequencing, content and rigor, as those courses taught to the institution’s other students. [Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) standard].

3. In accordance with Applicable Law (as hereinafter defined), the College will offer dual credit courses listed in the current edition of the Texas Higher Education Coordinating Board’s (THECB) Lower Division Academic Course Guide Manual (ACGM) and Workforce Education Course Manual (WECM). Courses offered in each semester shall be determined by the College and agreed upon by the District. Courses provided by the College under this Agreement shall be consistent with the educational purpose, mission, and goals of the College and shall be under the direct control of the College. Developmental courses are not available to dual credit students. Kinesiology courses that count towards the high school graduation physical education requirement will not be offered to dual credit students.
4. Dual credit course may be offered during any semester in a location and classroom mutually agreed upon by the High School and Blinn College District. The College will seek every opportunity to use the available technology as appropriate to support dual credit sites.

5. The School District is responsible for ensuring that dual credit courses meet the Texas Essential Knowledge and Skills (TEKS) requirements. A course equivalency crosswalk will be used to equate high school courses with college courses. Such crosswalk identifies the number of credits that may be earned for each course completed through the Dual Credit Program. It will also provide an alignment of endorsements offered by the School District and its corresponding dual credit course. As per SB 1276 from 2019, endorsements offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications. Information on postsecondary pathways and industry certifications are available on the Blinn College website under Degree Programs. The TEA graduation Toolkit offers information on graduation, college and career resources among others, and can be used as a reference by counselors, students, and families. See Appendix F, Dual Credit Course Crosswalk

6. All College prerequisites must be met and all College course sequencing shall be followed.

7. A participating student’s satisfactory academic performance in a course provided under the Dual Credit Program shall be determined in accordance with Blinn College Board Policy EGA (LOCAL), which is attached in Appendix A.

8. The College reserves the right to set a minimum number of students for enrollment in each course. If this minimum is not met, Blinn reserves the right to cancel the course.

9. The College strongly encourages dual credit students taking classes online to have an in-school time scheduled to work with a high school proctor.

B. The School District

1. The School District is responsible for providing a learning atmosphere and classroom facilities comparable to the ones offered on the College campus, regardless of modality of instruction.

2. The School District will provide instructional technology and other auxiliary equipment typically used in support of classroom instruction.

3. The School District will provide facilities, personnel, and equipment to meet the particular requirements for the online/internet, Interactive Video Conference (IVC). Appendix B describes video class regulations.

4. The School District will assign professional-level personnel, as applicable and as agreed upon between the Parties, who will be responsible for identifying, advising, and verifying prospective students’ eligibility to participate in the Dual Credit Program in accordance with Applicable Law.

5. The School District will assign trained professional-level personnel, as applicable and as agreed upon between the Parties, to assist with College registration functions, including
but not limited to, completing and collecting appropriate admissions forms, and collecting student documentation.

6. The School District will initiate the process for Disability Service course accommodations by providing students with the required documentation outlining required accommodations and services under an Individual Education Plan (IEP). It is the student’s responsibility to turn in the documentation to the Office of Disability Services at the College.

7. Whereas the College will follow existing Board of Trustees policies with regard to assigning a grade for College credit in the dual credit courses, if the College grading scale differs from the School District’s grading scale, the School District will provide participating students with a comparative document displaying both the College grading scale and the District’s grading scale. See Appendix A.

8. Although a student may pass a College class with a grade of D, the School District will be responsible for communicating to students and parents that under 19 TAC § 74.26(c), credit for courses for high school graduation may be earned only if the student received a grade which is the equivalent of 70 on a scale of 100. See Appendix A.

9. Dual credit students are not affected by the provisions of TEC §51.907. Therefore, dual credit students with Q drops will be recorded as a W and will not be penalized as one of the allowed six-state-drops.

C. Applicable Law

The Parties agree to operate the Dual Credit Program and perform their obligations under this Agreement in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (FERPA); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board policies and procedures. The foregoing as set forth in this Section 1.C and any other laws, rules, and guidelines applicable to the subject matter of this Agreement collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein

Section 2. Dual Credit Admission — Student’s Required Actions

A. Students may attend the College during the semester in which the student demonstrates readiness for College-level courses or otherwise is eligible in accordance with Applicable Law.
The following requirements for admission must be met:

1. Obtaining written or electronic permission from the high school principal or the principal's designee. All steps for approval are outlined on the Dual Credit Approval Form, as set forth in Appendix C.

2. Earning a "B" or better average in all high school work attempted or a "C" for WECM trades courses– if the student has a lower average than this, he or she must obtain a written letter from the principal stating why the College should allow him or her into the course(s). Upon receiving this letter, the College will determine if the student will be allowed to register.

3. Completing a College Application for Admission Form through ApplyTexas;

4. Providing an official high school transcript indicating course work completed up to the time of enrollment in the College.

5. Meeting the following requirements of Applicable Law:

   a. Have satisfied current TSI criteria for dual credit as determined by the THECB. Scores, exemptions, or waivers must be furnished by the School District or the student on an official document at the time of registration. Current eligibility scores and exemptions are available on the College's website (https://www.blinn.edu/dual-credit/eligibility-requirements.html).

   b. Proof of Bacterial Meningitis Vaccine. The College, in compliance with TEC §51.9192, requires the bacterial meningitis vaccination for all new students enrolling in classes after January 1, 2012. Students must provide to the College Enrollment Services Office a certificate signed by a health practitioner indicating they have been vaccinated against bacterial meningitis. This requirement does not apply for students enrolled in the Dual Credit Program who will take classes exclusively at a School District facility, or for completely online students. Dual credit students taking classes in-person on any Blinn College Campus must provide proof of the meningitis vaccination. Refer to http://www.blinn.edu/immunization.html for detailed information regarding bacterial meningitis.

B. Students who are enrolled in private or non-accredited secondary schools, or who are home-schooled must meet all admission requirements set forth in this Agreement.

Section 3. Classes and Schedules

A. Prior to the start of each semester, the College will coordinate and finalize the proposed course schedule with the School District in a timely manner. To facilitate meeting College faculty and course scheduling deadlines, the School District will submit the proposed course schedule and anticipated number of students per course for the next school year by April 1st prior to the beginning of that school year.

B. All high school students enrolled in a College academic dual credit class will follow the official College calendar regardless of dual credit class location, course instructional modality, or School District calendar. Neither the College nor the School District shall cancel a class unless
it is absolutely necessary. The cancellations shall be processed through the School District administration upon consultation between the appropriate representatives of the School District and the College. If deemed necessary by the College, lost instructional time shall be made up by arrangement with the School District.

C. A student participating in the Dual Credit Program may take the number of academic classes permitted by Applicable Law and fulfill the requirements set under Section 2.5 of this document. The College's Dual Credit Program administrator will confer with the District's representative under the Dual Credit Program to confirm such standards. See also Appendix C.

D. Academic dual credit courses must be taught in classes composed (1) solely of academic dual credit students; or (2) of both dual credit students and advanced placement students. In the case of technical classes being approved as an articulated course, the dual credit class can include a combination of technical dual credit students, college credit students, and/or local articulation students.

E. In order for the College to provide face-to-face instruction for an academic dual credit course on the School's or another high school campus, the campus must be within a reasonable commuting distance from a College campus, a minimum class size number will be required. The Parties agree that the minimum number of students for a dual credit course in which the instructor is to provide face-to-face instruction may be composed of students from the District as well as one or more other school districts or educational institutions. If there are fewer than the minimum number of students required, the Office of Dual Credit Programs will confer with the District's dual credit representative to explore instructional alternatives.

F. If the College provides face-to-face instruction on the District's campus, students may not take the same course online, except under extenuating circumstances, as determined by the Divisional Dean.

Section 4. Faculty

A. The faculty assigned to Blinn College dual credit courses follow the same requirements for credentialing guidelines posted by the College. Each new dual credit instructor who is a District employee or is not otherwise a College employee will be required to follow the same hiring procedures as any College faculty member, which would include, without limitation, completing an application, interviewing, performing a teaching demonstration, credentialing review, and undergoing a background check. All dual credit faculty must complete an orientation session with Blinn College.

B. The faculty teaching dual credit courses will be compensated as set forth in Section 6, below.

C. The College's academic leadership will have the responsibility for the oversight, supervision, administration, and evaluation of the instructional delivery provided by each instructor teaching a dual credit course under this Agreement. The responsibilities set forth in this Section 4.B. does not alter that employment status of any Party's personnel, create liability for either Party, or negate the requirement of an employee of either the College or the District to comply with the policies of that employee's employer.

Section 5. Facilities
1. Per SACSCOC accreditation guidelines, Dual credit courses are offered in adequate physical facilities, whether under the control of the institution or under the control of the high school. Blinn College will periodically review facilities to insure compliance.

2. College and District representatives at each site will assess the facilities, determine the class size, and select the instructional modality. Interactive Video Classroom Regulations are set forth in Appendix B, attached to and incorporated into this Agreement.

Section 6. Tuition

A. Students enrolled in dual credit courses under the Dual Credit Program will pay tuition and the faculty providing instruction in the ACGM and WECM dual credit courses will be compensated in accordance with the option(s) chosen by the District as marked below:

Option 1: IF, an instructor who is a College employee provides dual credit instruction, regardless of location or modality; THEN, a student enrolled in the Dual Credit Program will pay tuition and fees for the current academic year in the amount of $92 tuition per credit hour and $14 in general fees* per credit hour (e.g. $318 for a three (3) credit hour course, or $424 for a four (4) credit hour course).

Option 2: IF, a qualified and approved instructor employed by the District is utilized for a course and the College pays that instructor the College’s faculty overload rate; THEN, a student enrolled in the Dual Credit Program will pay tuition and fees for the current academic year in the amount of $92 tuition* per credit hour and $14 in general fees* per credit hour (e.g. $318 for a three (3) credit hour course, or $424 for a four (4) credit hour course). However, if the minimum number of students for the course is not met, then the instructor pay will be prorated to a per student rate of 1/15 of the faculty member’s overload rate.

Option 3: IF, a qualified and approved instructor employed by the District is utilized for a course and the College does not pay the selected instructor a faculty overload rate; THEN, the current academic year tuition fee is waived and the student would only pay $14 per credit hour in general fees* (e.g. $42 for a three (3) credit hour course, or $56 for a four (4) credit hour course). Additionally, under this option, the District will receive a reimbursement of service payment of $500 for each course section of dual credit. A minimum of four (4) students are required for each course in the Dual Credit Program.

Option 4: IF, a qualified and approved instructor employed by the District is utilized for a technical dual credit course and the College pays no compensation to the instructor; THEN, both the tuition and the general fees for each student enrolled in that course are waived (e.g. there is NO COST to the student for a College technical dual credit course taught on a high school campus by a high school instructor).

*During the Term (as hereinafter defined) of this Agreement, the credit hour tuition and fees are subject to change as established by the College’s Board of Trustees.
Section 7. Instructional Supplies

The College will provide students enrolled in the Dual Credit Program with any supplies normally furnished by the College to its on-campus students.

Section 8. Syllabus, Curriculum and Textbooks

A. In accordance with THECB regulations and SACSCOC, Dual Credit instruction must be the same curriculum, materials, grading, and rigor in all classes regardless of location or modality. Those standards are also applicable to all dual credit classes.

B. A College Common Syllabus must be posted in Concourse for each dual credit course. The syllabus must contain the same elements of the master course syllabi including, but not limited to course outcomes, course materials, course requirements, college policies and instructors' course policies, as well as a schedule.

C. Dual Credit courses will use identical or equivalent textbooks, as the courses offered on-campus. Blinn College is not responsible for providing textbooks for students. As per HB 3650 (87th Legislature, 2019), the School District and the College will consider the use of free or low-cost open educational resources in courses offered under this agreement.

Section 9. Library and Learning Resources

A. Dual credit students and instructors may use the library resources offered by the high school or any of the Blinn College Campuses. Students also have access to Blinn’s online library resources. Circulation privileges and other services available to students and instructors who are part of the Dual Credit Program are identical to those provided to all Blinn students and instructors.

Section 10. Academic and Student Support Services

A. The College will provide adequate instructional support services, including advising and counseling, to meet the needs of dual credit students. Per S.B. 1276 from the 2019 Legislature. Appendix G establishes common advising strategies and terminology related to dual credit and college readiness.

B. Dual credit students may use the computer labs, writing centers, and learning centers on any of the College's campuses.

Section 11. Student Code of Conduct

A. Dual credit students must comply with college policies and procedures including, the Student Code of Conduct as outlined in the College Catalog. (http://catalog.blinn.edu/)

B. Students must comply with the College's academic regulations as it relates to academic integrity. (http://catalog.blinn.edu/content.php?catoid=4&navoid=118#scholastic-integrity-faculty-responsibility-and-student-rights)

C. If a student is asked to leave the classroom because of uncivil behavior, the student may not return to that class until the student arranges a conference with the instructor; it is the student's responsibility to arrange for this conference. For more information on incivility
protocol, please consult Board Policy, FLB.

Section 11. Funding and Payment

A. Tuition and fee payments in the amounts set forth in Section 6 are due from students at registration. A payment plan is available upon request. Payment is required by the stated due date; all tuition and fees must be collected and remitted to the College prior to the beginning of classes. Failure to pay by the due date will result in the student being dropped from classes.

B. Financial Aid is not available to dual credit students. The Higher Education Technical Amendments of 1987 (P.L. 100-50) states, “A student who is enrolled in an elementary or secondary school is not eligible for Title IV assistance for any courses taken at the post-secondary level for the same period” [Compilation of Federal Regulations (CFR) 668.7(a)(2)].

C. The state funding for dual credit courses will be available to both the District and the College based on the current funding rules of TEA and the THECB. The College may only claim funding for students receiving college credit in core curriculum, career and technical education, foreign language dual credit courses, and classes in a Field of Study or Program of Study.

D. If a student requests to take a class more than twice, he or she will be responsible for the tuition for that course and $50.00 per semester hour for the course. Technical courses are exempt from this fee. (see Blinn College Catalog – College Expenses)

E. The College is not responsible for the transportation of dual credit students.

Section 12. Records and Reporting

A. Class Rosters. The College will provide class rosters (listing the names and grades in a numerical format of dual credit students completing the course) to the School District at the close of each semester.

B. Student Records; Record Retention; FERPA. In accordance with Applicable Law, each Party will maintain student records and as may be necessary or advisable to operate the Dual Credit Program; provide the other Party copies of the grades, progress, and other informational data on student progress and assessment. Both Parties will be responsible for maintaining student records and records pertaining to the Dual Credit Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students’ educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the dual credit students with respect to educational records and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

C. Transcription of Credit. For dual credit courses, high school as well as college credit should be transcripted immediately upon a student’s completion of the performance required in the course. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (h)]

Section 13. Term and Termination
A. Term. The Term of this Agreement shall commence upon the Effective Date (Commencement Date) and shall expire on the last day of the second summer semester of 2021 (Expiry Date). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party’s signing the Agreement is approval of the Agreement by that Party’s governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as the “Initial Term.” Upon mutual written agreement by the Parties and approval as may be required by the Parties’ governing boards, this Agreement may be extended for a renewal term (Renewal Term). As used in this Agreement, the word “Term” shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this Agreement as set forth herein.

B. Termination. This Agreement may be terminated with or without cause by either Party upon providing written notice to the other Party no later than sixty (60) days prior to the end of the current semester with the termination date being the last day of school under the College’s calendar for that semester. Notwithstanding the foregoing, no termination shall take effect with regard to students already enrolled in the Dual Credit Program until such time as those students have completed their dual credit courses.

Section 14. General Contract Terms

A. Entire Agreement. This Agreement, including the Recitals, the Appendices, and any exhibits, all of which are incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that in entering into and executing this Agreement the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

B. Amendments. This Agreement may be modified and amended only by written signatures of both Parties, and any such modification or amendments shall be attached to and become a part of this Agreement.

C. Governing Law; Venue. This Agreement and the rights and obligations herein shall be performable under, 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. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Washington County, Texas for any action under this Agreement.

D. Notice. All notices hereunder by either party to the other shall be in writing and delivered (1) personally; (2) by certified or registered mail, return receipt requested; (3) by overnight courier; (4) by facsimile or other electronic means including electronic mail; or (5) any manner permitted under the Texas Electronics Transactions Act. Such notice shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as follows:

**College:**
Blinn College District
902 College Avenue
Brenham, Texas 77833

**School District:**
Brazos Christian School
3000 West Villa Maria
Bryan, TX 77807
With a COPY TO:


or to such other persons or places as either party may from time to time designate by written notice to the other.

E. Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of the District may teach college courses as adjunct professors of the College or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

F. No Waiver. No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power or privilege or the exercise of any other right, power or privilege. By entering into the Agreement, neither Party waives any immunity to which that Party is entitled under law.

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

H. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

I. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

J. No Third Party Rights. This Agreement is made for the sole benefit of the College and the District and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
K. Counterparts; Electronic Signatures; Electronic Transmissions. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals. The Parties consent to receive documents, information, and notices via electronic mail.

ATTACHMENTS

The following appendices are attached to and incorporated into this Blinn College Dual Credit Program Agreement:

Appendix A: Board Policy EGA(LOCAL) and Current College Procedures for Grading and Credit
Appendix B: Interactive Video Class Regulations
Appendix C: Dual Credit Approval Form
Appendix D: Notice of Reimbursement of Services
Appendix E: Reimbursement of Services Payment Notice
Appendix F: Dual Credit Course Crosswalk
Appendix G: Advising Terminology
Appendix H: Dual Credit Statewide Goals

Signatures appear on the following page]
EXECUTED BY THE PARTIES as of the Effective Date of September 1, 2020, by:

BLINN COLLEGE DISTRICT

Mary Hensley, Ed.D.
Chancellor

Date: 5/26/2020

Brazos Christian School

Dr. Jeffrey McMaster
Headmaster

Date: 5-4-2020