

HOME SCHOOLED STUDENT AGREEMENT FOR THE BLINN COLLEGE DUAL CREDIT PROGRAM

This Agreement for the Blinn College 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 political subdivision of the State of Texas, ("College"), and _____, a home school, (hereafter referred to as Home School) with an effective date of _____ ("Effective Date"). Individually, the College and the Home School 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 Home School desire to establish a dual credit program ("Dual Credit Program") to be operated as _____ home school ("School").

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

Agreement

Section 1. GENERAL CRITERIA

A. BLINN COLLEGE

1. The College will designate an administrator to be in charge of the management and supervision of the Dual Credit Program.
2. In accordance with Applicable Law (as hereinafter defined), the College will offer for dual credit selected college-level academic and technical courses as 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"). The course or courses to be taught in a given semester shall be determined by the College and agreed upon by the Home School. 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.
3. Course selections may be offered during the fall, spring, and summer semesters.
4. Courses may be offered by mutual agreement, but the School is responsible for assuring that the College course offered for dual credit meets any specific graduation requirements.
5. All College prerequisites must be met and all College course sequencing shall be followed.
6. A participating student's satisfactory academic performance in a course provided under the Dual

Credit Program shall be determined in accordance with EGA (Local) of the College Board Policies, which are attached as part of Appendix A.

B. THE HOME SCHOOL

1. Students enrolling in the Dual Credit Program who have documented disabilities that require accommodations or are receiving services under an Individual Education Plan ("IEP") to provide a copy of their documentation and/or IEO to the Office of Disability Services at the College in order to receive accommodations in any College course.
2. 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 Home School's grading scale, the Home School will provide participating students with a comparative document displaying both the College grading scale and the Home School's grading scale. See Appendix A.
3. Although a student may pass a College class with a grade of D, the Home School 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.

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

- 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 permission from the high school principal or the principal's designee.
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. Completing the "Dual Credit Course Approval Form," attached as Appendix C.
5. Providing an official high school (home school) transcript indicating course work completed up to the time of enrollment in the College.
6. Meeting the following requirements of Applicable Law:
 - a. Have satisfied current TSI criteria for dual credit as determined by the THECB. Scores or exemptions must be furnished by the Home School or the student on an official document at the time of registration. Current eligibility scores and exemptions are available on the College's website (www.blinn.edu).
 - 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 only online Dual Credit classes. Dual credit students taking classes in-person on any College Campus must provide proof of the meningitis vaccination. Refer to <http://www.blinn.edu/immunization.html> for detailed information regarding Bacterial Meningitis.

Section 3. CLASSES AND SCHEDULES

- A. 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.
- B. A student participating in the Dual Credit Program may take the number of academic classes permitted by Applicable Law for dual credit only if the student meets the College's success standard. The College's Dual Credit Program administrator will confer with the Home School's representative under the Dual Credit Program to confirm such standards. See also Appendix C.

Section 4. INSTRUCTORS

- A. The College will approve or select qualified instructors to teach the courses that result in the awarding of dual credit. An instructor is qualified if he or she meets the requirements set forth in Section 130.008(g) of the TEC and other Applicable Law (including, but not limited to SACSCOC Comprehensive Standard 3.7.1 of the Principles of Accreditation and Blinn College's Faculty Credentialing Guidelines).

- B. The College's academic dean as applicable to the specific dual credit course being provided 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 oversight, supervision, administration, and evaluation by the College's academic deans will be in accordance with College instructional policies and procedures as applicable to the course being taught.

Section 5. TUITION

Students enrolled in dual credit courses under the Dual Credit Program will pay the current tuition and fees* as published on the College's website (www.blinn.edu). (See section 9 for further details)

***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 6. 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 7. CURRICULUM and TEXTBOOKS

- A. In accordance with THECB regulations, Dual Credit instruction follows the same curriculum, materials, grading, and rigor used in the same class taught at the College to non-dual credit College students. The College's Academic Deans, Assistant Deans and Department Heads, through continual monitoring, assure the integrity and rigor of the curriculum in all sections of their discipline or program, both for courses taught as part of the Dual Credit Program and the non-dual credit courses.
- B. The College will use the same textbooks for courses taught as part of the Dual Credit Program as the ones used for the identical on-campus course or an equivalent textbook approved by the College. Students, at their cost, are responsible for the procurement of their textbooks.

Section 8. STUDENT SERVICES

- A. The College will provide adequate instructional support services, as determined in its discretion, including advising and counseling, to meet the needs of dual credit students.
- B. Dual credit students and instructors may use the materials and services at the College libraries on the Brenham, Bryan, Schulenburg, and Sealy campuses. Circulation privileges and other services available to students and instructors who are part of the Dual Credit Program are identical to those provided to students and instructors not participating in the Dual Credit Program.
- C. Dual credit students may use the computer labs, writing centers, and learning centers on the Brenham, Bryan, Schulenburg, and Sealy campuses.

Section 9. FUNDING and PAYMENT

- A. Tuition and fee payments in the amounts set forth in Section 5 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 College may only claim funding for students receiving college credit in core curriculum, career and technical education, and foreign language dual credit courses.
- 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, page 3)

Section 10. RECORDS AND REPORTING

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.

Section 11. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall commence upon the Effective Date ("Commencement Date") and shall expire upon graduation from high school. Notwithstanding the foregoing, both Parties acknowledge and agree that a condition.
- 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 12. 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) or 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

Contact:
 Elaine Abshire
 Director, Dual Credit
eabshire@blinn.edu
 office - 979-209-7547
 fax – 979-209-7524

HOME SCHOOL:

_____ Home School

 Superintendent / Principal
 email - _____
 phone - _____

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. 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 Home School 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. - Blinn College Board Policy Manual (EGA / LOCAL)

Appendix C. - Dual Credit Approval Form

[Signatures appear on the following page]

[Signature page for the Blinn College Dual Credit Program]

EXECUTED BY THE PARTIES as of the Effective Date of _____ :

Student

Blinn College

Printed name of student

By _____
Mary Hensley, Ed.D.
Chancellor
Of the Blinn College District

Student signature

Date _____

Printed name of parent/guardian

Parent/guardian signature

Date _____

APPENDIX A

Blinn College Board Policy Manual EGA (Local)

This Appendix A is attached to and incorporated into the Blinn College Dual Credit Program Agreement ("Agreement") between the Parties (as that term is defined in the Agreement). Any capitalized term used in this Appendix that is not otherwise defined herein shall have the meaning set forth in the Agreement or in the Blinn College Board policies.

The Board shall establish the manner by which grades shall be determined and credit shall be awarded. These provisions shall include the methods for reporting student grades, the calculation of a student's grade point average (GPA), the classification of students based on credits earned, the transfer of credits, student standards of performance, grade appeal procedures, and any other relevant matters. The provisions shall be published in the College District catalog. The District President shall develop written procedures to implement the grading and credit provisions adopted by the Board.

Current College Procedures for Grading and Credit

GRADE REPORTING

At the end of each semester, students receive a final grade report which becomes a part of their permanent record.

GRADING SYSTEM

The College District's grading system applies to all courses and programs offered by the College District except those that utilize competitive admissions, e.g., allied health, where external accrediting agencies require special grading scales or standards. The grading system is as follows:

A (90-100) Excellent

B (80-89) Good

C (70-79) Average

D (60-69) Poor

F (Below 60) Failure

I (Incomplete)

Q (Dropped)

QF (Dropped Failing)

W (Dropped Due to Good Cause or Withdrawals from College)

CR (Credit)

P (Passing)

NP (Not Passing)

FS (Academic Fresh Start)

I – Incomplete: indicates that the course work was incomplete because of serious illness or other justified emergency. The instructor shall change the grade of "I" to a grade based on the work completed for the course in addition to the work specified in the Course Completion Contract. All incomplete work shall be completed within 90 days of the start of the next long semester. Failure to complete the work specified in the Course Completion Contract shall result in a grade of zero that is factored into the final grade calculation with appropriate weighing relative to other course grades.

Q – Dropped: assigned before or on the official "Q-Date" as indicated on the College District calendar when a student is officially dropped from a course. A "Q" may also be given after the "Q-Date" if the student is passing the course at the time the official drop is processed.

QF – Dropped Failing: assigned after the official "Q-Date" as indicated on the College District calendar when a student is officially dropped from a course. A "QF" may also be given at any time during the semester if a student:

1. Is administratively dropped from a course;
2. Has exceeded the six-drop limit; and
3. Does not meet any of the areas of exemption for good cause.

W – Dropped Due to Good Cause: assigned before or on the official "Q-Date" as indicated on the College District calendar when a student has officially withdrawn from the College District or is officially dropped from a course for any of the following "good cause" reasons:

1. A severe illness or other debilitating condition that affects the student's ability to satisfactorily complete a course;
2. The care of a sick, injured, or needy person if providing that care affects the student's ability to satisfactorily complete a course; relationship to the student;
3. The death of a member of the student's family;
4. The death of a person who has sufficiently close relationship to the student;
5. The student's active military duty service;
6. The active military service of a member or the student's family or a person who has a sufficiently close relationship to the student; or
7. A change in the student's work schedule that is beyond the student's control and affects the student's ability to satisfactorily complete the course.

[For definitions of a student's "family" and "a person who has a sufficiently close relationship to the student," see DEFINITIONS FOR GOOD CAUSE EXEMPTION IN ECC (LEGAL).]

A "W" may also be assigned to a student not impacted by SB 1231 when he or she drops a course or withdraws from the College District.

HEALTH SCIENCES GRADING SYSTEM

The grading system for Health Science programs may differ from the approved Blinn College Grading Scale as noted in their program handbook and course syllabi. Students not meeting these standards in competitive entry programs may continue to enroll in courses outside the discipline as long as they maintain minimum college requirements.

GRADE POINT AVERAGE

College District progress is normally determined by a grade point average or ratio. Grade points are calculated by assigning values to each grade. The value is illustrated in the list below:

Grade Grade Points per Semester Hour

A	4
B	3
C	2
D	1
F, Q, QF	0
I, W, CR	0
P, NP, FS	0

The highest grade of a repeated course shall be used in determining the cumulative grade point average. A grade of "W" or "Q" shall not replace a grade of "F" or higher in a repeated course, but a grade of "F" shall replace a grade of "W" or "Q".

All grades earned while enrolled in the College District shall be used in computing a student's College District grade point average (GPA), except grades of I, W, Q, NP, P, FS, and CR.

The computation of a student's College District Graduation GPA shall include transfer coursework but shall not include developmental coursework. [See the College District Catalog for detailed information about specific degree requirements]

GRADE CHANGE POLICY

For any questions regarding grade changes, call the office of the Vice President of Instruction. Blinn College policy is that grades older than one year will not be changed.

COURSE GRADE COMPLAINTS

A student who feels his or her final grade is in error, for whatever reason, has recourse to appeal. Please see Blinn College Board Policy FLDB (Local): Student Complaints: Course Grade Complaints within the *Blinn College Catalog*.

ACADEMIC GOOD STANDING

In order to remain in academic good standing with the College District, a student must maintain a cumulative grade point average of at least 2.0 (C). A 2.0 cumulative grade point average is the minimum average required for graduation.

SCHOLASTIC PROBATION OR SUSPENSION

A student with a cumulative grade point average below 2.0 at the close of any long semester or summer school shall be placed on scholastic probation. A student who fails to achieve a minimum 2.0 semester and cumulative GPA at the end of the subsequent semesters will be placed on scholastic suspension. A student with a semester GPA of greater than 2.0 and a cumulative GPA of less than 2.0 will remain on scholastic probation. Students being placed on scholastic probation at the end of the long semester will receive an email at their Blinn College Buc account. Student being placed on scholastic suspension at the end of the long semester will be mailed a letter at their permanent address and will receive an email at their Blinn College Buc account.

Students transferring from another college with less than a 2.0 GPA, if admitted, are admitted on scholastic probation. These students must meet the same requirements in subsequent semesters as all

other students on scholastic probation (see above).

A student placed on scholastic probation becomes ineligible to be a candidate for an elective or appointive office of a college-sponsored activity or social organization. This restriction does not apply if participation in the activity or organization is part of the requirements of a college course. The student may be required to forfeit college scholarships, be ineligible to represent the College, and may be subject to a loss of veteran's benefits and other financial aid. A student on scholastic probation is required to be advised prior to registration. A student that registers prior to the conclusion of the semester they are placed on probation must be re-advised in order to keep their courses.

For those students who have been scholastically suspended but have extenuating circumstances preventing them from achieving the minimum 2.0 GPA, an appeal for reinstatement may be made. This appeal must be made in writing to the scholastic appeals committee. Information on the appeal procedure and deadline is included in the letter sent to suspended students. The decision of the scholastic appeals committee is final. No appeal for reinstatement may be made after the appeal deadline. If required, a student must make a separate appeal for reinstatement of financial aid funds.

