# 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:

Fai	th Academy School	
		,

a Texas Public independent school district and political subdivision of the State of Texas, (District) with an effective date of August 30, 2021 (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

Faith Academy

high 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

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offered to dual credit students.

- 4. Dual credit courses may be offered during any semester in a location and classroom mutually agreed upon by the School and College. 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 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, the College reserves the right to cancel the course.
- 9. The College strongly encourages dual credit students taking classes online to have an inschool time scheduled to work with a high school proctor.

#### **B.** The School District

- 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

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- 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.
- 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

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readiness for College-level courses or otherwise is eligible in accordance with Applicable Law. The following requirements for admission must be met:

- 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 through ApplyTexas;
- 4. Providing a 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 prior to 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 <a href="http://www.blinn.edu/immunization.html">http://www.blinn.edu/immunization.html</a> 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

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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. 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 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 shall 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 College or under the control of the School. The College will periodically review facilities to insure compliance.
- 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.	the faculty	enrolled in dual credit courses under the Dual Credit Program will pay tuition and y providing instruction in the ACGM and WECM dual credit courses will be ited in accordance with the option(s) below:
		Option 1: <b>IF</b> , an instructor who is a College employee provides dual credit instruction, regardless of location or modality; <b>THEN</b> , 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 an academic dual credit 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).
		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; <b>THEN</b> , 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
-	<u> </u>	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; <b>THEN</b> , 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).
0		Option 5:IF, a qualified and approved instructor employed by the District is utilized for a technical dual credit course and the College pays that instructor the College's faculty overload rate; <b>THEN</b> , 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 (e.g. \$ 276 for a three (3) credit hour course, or \$ 368 for a four (4) credit hour course). However, if the minimum number of students for the course is

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not met, then the instructor pay will be prorated to a per student rate of 1/10 of the faculty member's overload rate.

\*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.
- 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. The College is not responsible for providing textbooks for students. As per HB 3650 (87<sup>th</sup> 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 School or any of the College Campuses. Students also have access to the College'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 College 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-

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#### 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 12. 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 13. 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 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

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#### Section 14. 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 2024 (Expiration 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 15. 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:

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#### School District: College: Name: Faith Academy School Blinn College District Address: 12177 Hwy 36 South 902 College Avenue City, State, and Zip: Bellville, Texas 77418 Brenham, Texas 77833 Contact: Shannon Williford Merlene Byler (Head Administrator) Director, Dual Credit Programs Superintendent shannon.williford@blinn.edu email: mbyler@faithacademybellville.org phone: 979-865-1811 979-209-8218 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

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- 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: Dual Credit Course Crosswalk

Appendix F: Advising Terminology

Appendix G: Dual Credit Statewide Goals

Signatures appear on the following page

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### [Signature page for the Blinn College District Dual Credit Program]

## EXECUTED BY THE PARTIES as of the Effective Date of August 30, 2021, by:

BLINN COLLEGE DISTRICT	Name of School
Mary Hensley, Ed.D. Chancellor	Printed Name: Merlene Byler Title: Head Administrator
Date:	Date: 6-18-21

#### **APPENDIX A**

#### **Regarding Grading System**

#### EGA(LOCAL) and Current College Procedures for Grading and Credit

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 Chancellor shall develop written procedures to implement the grading and credit provisions adopted by the Board. [For class rank calculations and honors determinations, see EGB]

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#### **Current College Procedures for Grading and Credit**

#### **Grades**

At the end of each semester, students shall receive a final grade report that shall become a part of their permanent record. The College District's grading system shall apply to all courses:

A (90-100) - Excellent

B (80-89) - Good

C (70-79) - Average

D (60-69) - Poor

F (Below 60) - Failure

I Incomplete

Q Dropped

W Dropped Due to Good Cause or Withdrawal from College

CR Credit

P Pass

NP Not Passing

FS Academic Fresh Start

I - Incomplete: indicates that the coursework 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, which shall be factored into the final grade calculation with appropriate weighting 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.

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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:

A severe illness or other debilitating condition that affects the student's ability to satisfactorily complete a course;

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;

The death of a member of the student's family;

The death of a person who has a sufficiently close relationship to the student;

The student's active military duty service;

The active military service of a member of the student's family or a person who has a sufficiently close relationship to the student; or

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 (GPA)**

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

Grade	Grade Points per Semester Hour
Α	4
В	3

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С	2
D	1
F	0
I, Q, 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 "Programs of Study" for detailed information about specific degree requirements.]

#### **Grade Change**

For any questions regarding grade changes, call the Vice Chancellor of Instruction at (979) 830-4130. Blinn College procedure is that grades older than one year will not be changed.

#### Academic Fresh Start

State law (Education Code, Sec. 51.931) allows students who have academic credits earned 10 or more years prior to the starting date of the semester in which they seek admission to any public institution of higher education to have those credits or grades not considered in the admission decision. If admitted under this "academic fresh start" provision, the student may not receive any course credit for courses undertaken 10 or more years prior to enrollment.

#### **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.

#### **Credit for Military Experience and Coursework**

Students may receive credit for military experience and courses taken while in the military. Two hours of Kinesiology credit will be awarded to students who have completed basic training. An official DD-214 must be on file in the Admissions and Records Office to receive this credit. The College also awards academic credit to students based on the American Council on Education (ACE) and Department of Defense (DOD) guidelines specified by their Military Occupational Specialty (MOS) credentials. These recommendations are published in the Guide to the Evaluation of Educational Experiences in the Armed Services and are found online at <a href="http://www.acenet.edu/news-room/Pages/Military-Guide-Online.aspx">http://www.acenet.edu/news-room/Pages/Military-Guide-Online.aspx</a>. Both proficiency exam scores and completed service schools are documented on military separation papers such the DD-214 military release document, the Army/American Council on Education Registry Transcript (SMART). The Registrar evaluates these documents and awards up to twelve hours of academic credit based on the ACE recommendation

#### Scholastic Probation or Suspension

A student who falls below a 2.0 cumulative grade point average (GPA) at the close of any long semester or summer school will be placed on scholastic probation. A student who fails to achieve a minimum 2.0 semester and cumulative GPA at the end of 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. Students 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.

A student placed on scholastic suspension will not be allowed to attend Blinn College for one long (fall, spring) semester. At the conclusion of this suspended semester, the student can reenter the College and will be placed on scholastic probation.

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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.

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#### **APPENDIX B**

#### Interactive Video Class Regulations

This Appendix B 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 and procedures.

The College is pleased to work with area high schools, the District, and Education Service Centers VI and XIII to offer college credit courses to high school students via interactive video conferencing (IVC) and will seek every opportunity to use the available technology to deliver courses to off-campus sites. In order to ensure the highest quality education possible using this technology, the following items must be agreed to by the parties involved.

#### **Determining Appropriateness of Interactive Modality**

The College and District representatives shall reach a consensus to determine whether interactive video is an appropriate means to offer a course.

The College will retain final authority as to the instructional modality used (traditional or IVC) depending on course enrollment and the appropriateness of the equipment and room configuration at the District site. Modification to room location or room configurations shall be agreed to in writing, and the modifications shall be completed by the first day of instruction. Any expenses incurred shall be paid by the District.

#### Class Size and Scheduling

The number of sites in a combined class shall be limited to a total of three sites, including the originating site. The total number of students at all sites shall not exceed the class limits of a traditional class in the same subject at the College.

To determine how many students a remote site can reasonably accommodate, an assessment of the room layout and equipment will be made by a member of the College's Distance Education program.

Classes will be scheduled and held according to the College's calendar.

#### Site Facilitators and Technical Support

Site facilitators or technical personnel must be available before the beginning of each class session to initiate and test the connection to the Educational Service Center and the College.

Each District shall provide an adult site facilitator in the room during the entire class period to monitor class activities, including exams. Each District shall assume the costs of the site facilitators and technical support technicians.

Technical support staff must be on site (not necessarily in the classroom) to assist in resolving technical problems. Site facilitators must have access to a fax machine.

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There will be a central point of contact designated at the District. The College's central point of contact for classes conducted via IVC will be designated by the College's Distance Education office.

The College shall pay for mailings originating from Blinn College; the District shall assume costs of mailings originating from the District.

#### **Telecommunication Requirements**

Each District shall pay for its T1 and other telecommunication fees, including Educational Service Center fees, and shall be responsible for providing and maintaining its own equipment and connection to the Educational Service Centers. The District shall be responsible for maintaining its T1 lines. There must be a separate dedicated telephone line with access to long distance and a speakerphone in each interactive classroom. A working document camera must be available for use for each class session.

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#### **APPENDIX C**

# Dual Credit Approval Form

COLLEGE DISTRICT.	
	2021-22 Dual Credit / Early Admission
	Course Approval
	Completed by the Student
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# Appendix D Notice of Reimbursement of Services

Date:		
То:	Tom Swift, Superintendent, ABC ISD 9876 Hwy 190 P.O. Box 511 ABC, Texas 77000	
Re:	College reimbursement for services of High School faculty teaching during AY 2021-2022	ng Dual Credit classes
From:		
•	ABC ISD agrees to provide the following credentialed high school and to teach a Blinn College Dual Credit cour	
•	The dual credit students in this class will be charged for fees only class.	\$42.00 per 3 hour
•	ABC ISD agrees that the said class will be required to have a ministudents in order to make.	imum of four (4)
•	Blinn College agrees to reimburse ABC ISD \$500.00 for the service teachers listed above who has been approved and credentialed to Dual Credit Class.	
•	Blinn will submit the reimbursement for services to the ISD at the semester.	end of each long
Budge	t Code	
Mary H	Hensley, Ed.D., Chancellor of the Blinn College District	Date
Tom S	wift, Superintendent, ABC ISD	Date

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# Appendix E

Course Number	Blinn College Course Title	High School TEKS Course	College Credit	Endorsement
Academic Cou	rse Guide Manual Courses			
Business				
ECON 2301	Principles of Macro Economics	Economics	3	All Areas
Communication	s			
SPCH 1311	Introduction to Speech Communication	Public Speaking	3	All Areas
SPCH 1315	Public Speaking	Public Speaking	3	All Areas
SPCH 1321	Business & Professional Communication	Public Speaking	3	All Areas
English/Languag	ge Arts			
ENGL 1301	Composition I	Early land and Early land	3	All Areas
ENGL 1302	Composition II	English III or English IV	3	All Areas
ENGL 2322	British Literature I	English IV, if completed	3	All Areas
ENGL 2323	British Literature II	prerequisites ENGL 1301	3	All Areas
ENGL 2327	Survey of American Literature I	Determined by HS	3	All Areas
ENGL 2328	Survey of American Literature II	Determined by HS	3	All Areas
Fine Arts				
ARCH 1301	Architectural History I	Determined by HS	3	Business & Industr
ARTS 1301	Art Appreciation	Determined by HS	3	Arts/Humanities
ARTS 1303	Art History I	Determined by HS	3	Arts/Humanities
ARTS 1304	Art History II	Determined by HS	3	Arts/Humanities
DRAM 1310	Theater Appreciation	Determined by HS	3	Arts/Humanities
DRAM 2362	History of the Theater II	Determined by HS	3	Arts/Humanities
MUSI 1306	Music Appreciation	Determined by HS	3	Arts/Humanities
Foreign Languag	ge			
SPAN 1411	Beginning Spanish I	Engnish III or Engnish N	4	Arts/Humanities
SPAN 1412	Beginning Spanish II	Spanish III or Spanish IV	4	Arts/Humanities

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MATH 1314	College Algebra	Determined by HS	3	All Areas
MATH 1316	Plane Trigonometry	Determined by HS	3	All Areas
MATH 1324	Math for Business & Social Sciences	Determined by HS	3	All Areas
MATH 1325	Calculus for Business & Social Sciences	Determined by HS	3	All Areas
MATH 1332	Contemporary Mathematics I	Determined by HS	3	All Areas
MATH 1342	Elementary Statistical Methods	Determined by HS	3	All Areas
MATH 1414	College Algebra for Science/Engineer Majors	Determined by HS	4	All Areas
MATH 2412	Pre-Calculus Math	Determined by HS	4	All Areas
MATH 2413	Calculus I	Determined by HS	4	All Areas
Natural Science	ces III a superior de la companya de			
BIOL 1108	Biology for Non-Science Majors Laboratory I (lab)	Determined by HS	1	All Areas
BIOL 1308	Biology for Non-Science Majors (lecture)	Determined by HS	3	All Areas
BIOL 1406	Biology for Science Majors ! (lecture + lab)		4	All Areas
BIOL 1407	Biology for Science Majors II (lecture + lab)	Biology	4	All Areas
BIOL 2401	Anatomy & Physiology I (lecture + lab)		4	All Areas
BIOL 2402	Anatomy & Physiology II (lecture + lab)	Anatomy & Physiology	4	All Areas
CHEM 1305	Introductory Chemistry I (lecture)		1	All Areas
CHEM 1105	Introductory Chemistry Laboratory I (lab)	Chemistry	3	All Areas
CHEM 1411	General Chemistry I (lecture + lab)		4	All Areas
CHEM 1412	General Chemistry II (lecture + lab)	Chemistry	4	All Areas
PHYS 1401	College Physics I (lecture + lab)	Dhysics	4	All Areas
PHYS 1402	College Physics II (lecture + lab)	Physics	4	All Areas
Social Science	s to the Englishment with the state of	the last a hydromotole sea	delle.	
GEOG 1302	Human Geography	Determined by HS	3	All Areas
GEOG 1303	World Geography	Determined by HS	3	All Areas
GOVT 2305	Federal Government	Determined by HS	3	All Areas
GOVT 2306	State Government	Determined by HS	3	All Areas
HIST 1301	United States History I	US History	3	All Areas
HIST 1302	United States History II	O3 History	3	All Areas
PSYC 2301	General Psychology	Psychology	3	All Areas
SOCI 1301	Introductory Sociology	Sociology	3	All Areas

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<b>Applied Techn</b>	ology			
WLDG 1425	Introduction to Oxy Fuel Welding & Cutting	Welding I	4	Business & Industry
WLDG 1428	Introduction to Shielded Metal Arc Welding	Welding I or Welding II	4	Business & Industry
WLDG 1430	Introduction to Gas Metal Arc Welding	Welding I or Welding II	4	Business & Industry
WLDG 1457	Intermediate Shielded Metal Arc Welding	  Welding II	4	Business & Industry
WLDG 1434	Introduction to Gas Tungsten Arc Welding	Welding II	4	Business & Industry
WLDG 2447	Advanced Gas Metal Arc Welding	Welding II	4	Business & Industry
MCHN 1338	Basic Machine Shop	Determined by HS	3	Business & Industry
СР				
Arts, Audio/Vi	deo Technology, and Communications		D-11-1	
ARTV 1351	Digital Video	Audio/Video Production (as determined by College Program Coordinator)	3	Business & Industry
ARTC 1302	Digital Imaging I	Graphic Design and Illustration (as determined by College Program Coordinator)	3	Business & Industry
ARTC 1313	Digital Publishing I	Printing & Imaging Technology I (as determined by College Program Coordinator)	3	Business & Industry
ARTC 1353	Computer Illustration	Determined by HS	3	Business & Industry
ARTC 2313	Digital Publishing II	Printing & Imaging Technology II (as determined by College Program Coordinator)	3	Business & Industry
Business				We will be
ITSW 1301	Introduction to Word Processing	BIM I	3	Business & Industry
ITSW 1304 or	Introduction to Spreadsheets		3	Business & Industry
ITSW 1307	Introduction to Databases	BIM II	3	Business & Industry
ACNT 1303	Introduction to Accounting I	Accounting I	3	Business & Industry

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HITT 1301	Health Data Content & Structure	Determined by HS	rmined by HS 3		
HITT 1305	Medical Terminology I	Determined by HS	3	Public Services	
NURA 1301	Nurse Aide For Health Care	Determined by HS		Public Services	
NURA 1160	Clinical Ass't/Aide-Nursing & Patient Care Ass't/Aide	Determined by HS	1	Public Services	
Human Servic	es				
CDEC 1313	Curriculum Resources for Early Childhood Programs	Child Guidance	3	Public Services	
CDEC 1318	Wellness of the Young Child		3	Public Services	
CDEC 1354	Child Growth & Development	Child Development		Public Services	
Information T	echnology		-25m3		
IMED 1316	Web Design I	NAVA Tarak and a disa	3	Business & Industry	
IMED 2315	Web Design II	Web Technologies	3	Business & Industry	
ITSC 1325	Personal Computer Hardware	Computer Maintenance	3	Business & Industry	
ITNW 1325	Fundamentals of Networking Technologies	Networking		Business & Industry	
Law, Public Sa	fety, Correction, and Security	diameter in the life		- Altine	
CRIJ 1301	Introduction to Criminal Justice	Determined by HS	3	Public Services	
CRIJ 1307	Crime in America	Determined by HS	3	Public Services	
CJSA 1322	Introduction to Criminal Justice	Law Enforcement I		Public Services	
CJSA 1312	Crime in America	Law Enforcement II	3	Public Services	
CJSA 1327	Fundamentals of Criminal Law	Principles of Law, Public Safety, Corrections, and Security		Public Services	

<sup>\*</sup>High School course is subject to change. Alignment of high school course is determined and approved by the High School.

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<sup>\*\*</sup> Each school district determines which courses they will offer as dual credit.

#### Appendix F

#### **Advising Terminology**

As per SB 1276 (86<sup>th</sup> Legislature, 2019,) below is the terminology related to advising for dual credit and college readiness.

<u>Advanced Placement (AP)</u> – College-level coursework designed by the College Board which provides students the potential to earn college credit with a qualifying score on an Advanced Placement exam.

<u>Advising</u> – Individualized academic guidance for students to help them succeed in their future education and career goals.

<u>College Level Examination Program (CLEP)</u> – Students can earn credit by examination by taking the CLEP exam.

Contact Hours – The total number of hours a class meets each week.

<u>Degree Plan</u> – A statement of the course of study requirements that an undergraduate student at an institution of higher education must complete in order to be awarded an associate or bachelor's degree from the institution.

<u>Dual Credit</u> – High school students take college level courses, for both high school and college credit.

<u>Drop</u> – Dual credit students must request to be dropped from a class through the Blinn College Dual Credit Office.

Early Admissions – College level courses taken by high school students for college credit only.

<u>Family Educational Rights and Privacy Act</u> (FERPA) – A federal law that protects the privacy of student records at a public Institution of Higher Learning.

<u>Lower Division Academic Course Guide Manual (ACGM)</u> – the official list of courses approved for general academic transfer that may be offered by public community and technical colleges in Texas for state funding.

<u>Math Placement Exam</u> (MPE) – Students can earn credit by examination for math courses by taking the MPE.

<u>Prerequisite</u> – A course required to be successfully completed before taking another course.

<u>Workforce Education Course Manual (WECM)</u> – Provides community and technical colleges with webbased inventory of pre-approved courses developed in close partnership with Instructional Specialists representing a wide variety of technical fields.

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#### Appendix G

#### **Statewide Dual Credit Goals**

#### As per HB 1638 (85th Legislature, 2017) below is the alignment of state goals for dual credit

**Goal 1**: Independent school districts and institutions of higher education 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.

Measures of implementation: Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.

#### Examples:

- 1. Collaboration between ISDs and the Blinn College Dual Credit Program to host informational sessions for students, parents and community partners on the benefits and cost of dual credit opportunities.
- 2. Prospective Student Relations Advisors provide information about the College and dual credit opportunities at high school and community events.
- 3. High School Counselor Workshops are provided for area high school counselors. Information about departmental programs and College support services is offered.

**Goal 2**: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

Measures of implementation: Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.

#### **Examples**

- 1. The Office of Prospective Student Relations offers college tours.
- 2. Preview Days are offered and students are able to learn about departmental information, Student Services, Student Life and Housing, if available.
- 3. Dual credit students are automatically transitioned to traditional students, once they reach the spring of their senior year.

**Goal 3**: All dual credit students will receive academic and college readiness advising with access to bridge them successfully into college course completion.

Measures of implementation: Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.

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#### **Examples:**

- 1. Advising and career counseling are offered to all dual credit students.
- 2. Dual credit students have access to the Learning Center, the Writing Center, Disability Services, Counseling, the Testing Center, Libraries and Open Computer Labs.

**Goal 4**: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

Measure of implementation: Analysis of performance in subsequent course work.

#### **Examples:**

- 1. Institutional research data showing student performance in college credit.
- 2. In accordance with THECB regulations, and SACSCOC, Dual Credit instruction must follow the same curriculum, materials, grading, and rigor in all classes, regardless of location or modality.
- 3. College readiness requirements are in place for students to be eligible to participate in dual credit, as the courses taken are taught at a college-level.

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#### ADDENDUM TO MEMORANDUM OF UNDERSTANDING

- 1. PARTIES. This Addendum to Memorandum of Understanding for the Blinn College District Dual Credit Program is by and between Blinn College District, ("College") a public community college established under Chapter 130 of the Texas Education Code and a political subdivision of the State of Texas, and Faith Academy School , ("District"), a Texas Public independent school district and political subdivision of the State of Texas.
- II. WHEREAS, District and College have entered into an Agreement for the purpose of affording students the opportunity to participate in Dual Credit courses. The College will provide adequate instructional support services, including advising and counseling, to meet the needs of dual credit students.
- III. Section 28.009(b-2), Education Code, as amended by Chapters 264 (S.B. 1276) and 90 (H.B. 3650), Acts of the 86th Legislature, Regular Session, 2019, and passed on May 30, 2021, the Agreement is amended by SB 1277 (2021 Legislature) to include, "Any agreement, including a memorandum of understanding or articulation agreement, between a school district and public institution of higher education to provide a dual credit program must designate at least one employee of the district or institution as responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins the course."

College designates the following employee:

Shannon Williford Director, Dual Credit Programs 979-209-8218 shannon.williford@blinn.edu

IV. TERM. This Addendum shall go into effect upon the date of the last signature below and will expire with the MOU.

Merlene Byler Name Head Administrator Title

Faith Academy School

Blinn College District

Mary Hensley, Ed.D

Chancellor of the Blinn College District

8/5/2021

Date