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**Memorandum of Understanding**  
**between**  
**Crosby Independent School District**  
**and**  
**LEE COLLEGE**  
**For Operation of the Dual Credit Programs Framework**  
**Traditional Dual Credit / Early College High School / P-TECH Early College High School**  
**(Effective August 1, 2023 through July 31, 2025)**

The purpose of this agreement is to provide for the continuation of the partnership between LEE COLLEGE and Crosby ISD, which supersedes all previous agreements, and addenda concerning operation of the Dual Credit Programs Framework. This agreement describes the roles and responsibilities for governance and operation of these programs and is in alignment with HB 1638: Statewide Dual Credit Goals.

**1. SCOPE OF AGREEMENT**

The Parties will partner to provide the courses and programs in accordance with the general obligations and responsibilities of each party.

**2. TERM**

This MOU shall be in effect for two years from August 1, 2023 to July 31, 2025. Lee College has the right to initiate a negotiated revision of this MOU prior to the start of each academic school year within this term. The college defines all deadlines and timelines for actions defined in this MOU and is communicated to the school district through the Lee College Dual Credit Programs Office.

**3. OVERVIEW**

The College is committed to serving local students and communities through collaborative work with school districts in the College's service area. The Lee College Dual Credit Programs Framework, a major initiative promoting a college-going and college graduation culture, complies with the rules set forth by the State of Texas [TAC title 19, Chapter 4, Subchapter D, Rule § 4.84 Section (a)] for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students.

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

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

- a. Educating and training students in preparation for future education and future employment;

- b. Providing residents of the district with the highest quality educational opportunities, and;
- c. Ensuring accessibility to education in the most economical means possible.

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

#### **4. PURPOSE**

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

#### **5. PROGRAM GOALS**

In the 85th Texas Legislative Session, identified in Texas Education Code, section 28.009 (b-1) and (b-2), HB 1638 (2018) Texas Higher Education Coordinating Board and the Texas Education Agency provided guidance to establish the following mutual goals for the Dual Credit Program between the School District and College, elaborated in [Appendix A-Statewide Dual Credit Goals](#):

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.

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

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

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

#### **6. DEFINITIONS**

- a. Dual Credit is a program for eligible high school students to complete college courses and receive credit from both the college and the high school. Since college courses are being utilized to award dual credit, the content and rigor are no different from what is taught to other college students and utilize the same curriculum and policies. These college courses, including academic and career/technical courses, apply toward high school graduation and a college degree or certificate.
- b. The Lee College Dual Credit Programs Framework consist of the following:
  - 1. Traditional Dual Credit: In accordance with Texas Senate Bill 1091 (2017), a student may earn up to 42 semester credit hours towards core completion.
  - 2. Early College High School: In accordance with Texas Senate Bill 1146 (2005), student may earn up to 60 semester credit hours toward baccalaureate or an associate degree.
  - 3. Pathways in Technology (P-TECH) Early College High School: In accordance with Texas Senate Bill 22, student may earn industry-based certification, Level 1 or Level 2 certificates, or up to 60 semester credit hours towards an associates of applied science degree.

- c. A Dual Credit Instructor is an instructor who is employed full-time by the School District, is qualified per SASCOC requirements, and approved by the College to teach Dual Credit courses.
- d. A Lee College Instructor is an instructor employed by the College.
- e. In adherence to Texas Senate Bill 1276 (2019), a Dual Credit Advisor is a person employed by the College to work with the School District to establish advising strategies and terminology related to dual credit and college readiness.
- f. The Dual Credit Liaison is a person employed by the School District with the authority to certify student eligibility and collaborate with the Dual Credit Advisor for enrollment in Dual Credit courses.
- g. A Dual Credit Student is a high school student enrolled in a Dual Credit course within the Lee College Dual Credit Programs Framework.

## **7. COLLABORATION**

The College and School District agree as follows:

1. The College and School District officials will work collaboratively to provide the necessary information to ensure that an effective college course schedule is created and maintained for Dual Credit courses.
2. College and School District officials agree to meet no later than February 1st each year to construct the dual credit course schedule for the next academic year. Adjustments to the schedule is made as needed. The College reserves the right to cancel courses due to low enrollment. Course cancellation decisions made prior to the first day of class. Priority consideration is given for course requests submitted by the due date.
3. Maximum course enrollment is strongly encouraged to promote the best possible learning environment.
  - a. The course minimum for college courses taught during the school day by Dual Credit Instructors is 10 students per section.
  - b. Course minimum for face-to-face or hybrid college courses taught by Lee College Instructors at the high school is 20 students for a lecture course and 15 students for a lecture/lab course.
4. Under the supervision of the Lee College Dual Credit Programs Director, an assigned Dual Credit Advisor will work directly with the School District.
5. The School District will designate a Dual Credit Liaison with the authority to certify student eligibility and collaborate with the Dual Credit Advisor to enroll students into the dual credit program.
6. The School District shall ensure that the building principals and their designees are aware of and comply with the requirements for collaboration in this section of the MOU.
7. The College and School District will collaborate to develop courses of study that ensure students are able to meet high school graduation requirements while also earning up to 42 hours towards core completion for students enrolled in traditional dual credit, or up to 60 hours towards a single associate degree and/or certificate for students enrolled in a designated ECHS and P-TECH program.

8. The College and School District will collaborate to equate the high school course with college courses through alignment of the college course student learning outcomes and the high school TEKS.
9. The College and School District will monitor the quality of instruction in all courses for dual credit to assure compliance with standards established by the Texas Higher Education Coordinating Board (THECB), Southern Association of College and Schools Commission on Colleges (SACSCOC) Lee College, Texas Education Agency (TEA) and the School District.
10. An Advisory Committee comprised of representatives from LEE COLLEGE and ISD will meet quarterly to facilitate communication, evaluate instructional data, activities, and programs, identify issues and challenges, and ensure continuous improvement of educational services and institutional effectiveness as it pertains to Dual Credit Programs.
11. The Advisory Committee will collaboratively define the evaluation process, and evaluate the effectiveness of the Dual Credit Programs campus each academic year. The results will be reported to the boards of each institution. This evaluation will include but not be limited to Texas Academic Performance Reports (TAPR)/School Report Card, Dual Credit portfolio, course completion data, student and parent surveys, as well as other forms of college and local community input.
12. Members of the Advisory Committee will include:
  - a. LEE COLLEGE Representatives: Provost and Vice President of Academic and Student Affairs, Associate Vice President of Academic Affairs, Associate Vice President of Student Affairs, Executive Director of School & College Partnerships, Director of Dual Credit Programs, one faculty, and one dual credit/college advisor.
  - b. ISD Representatives: Principal, Deputy Superintendent for Curriculum and Instruction and/or Deputy Superintendent of Administrative Services, Director of Counseling and College & Career Readiness and/or College & Career Readiness Coordinator; Director of Secondary Curriculum and/or the Director of Career and Technical Education, and the College & Career Readiness Counselor.

## **8. ELIGIBLE COURSES**

- a. In accordance to Texas Senate Bill 1091 (2017), eligible dual credit courses must be:
  1. in the College core curriculum
  2. A career and technical education course
  3. A foreign language course
  4. This does not apply to a dual credit course offered as part of the early college education program
- b. Students enrolled in a comprehensive high school will only take up to 42 semester credit hours towards core completion at the dual credit tuition rate. Students enrolled in a Texas Education Agency designated Early College High School or Pathways in Technology Early College High School will only take up to 60 semester credit hours towards certificate, associate degree, and/or baccalaureate degree.
- c. Dual Credit courses must meet elective or core course requirements at the high school, simultaneously allowing students to earn credit toward a postsecondary degree or certificate and high school graduation.

- d. Dual Credit courses will comply with the rules and regulations of the Texas Higher Education Coordinating Board (THECB) and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
- e. Dual Credit courses will adhere to the description and content of the course as defined in the current edition of either the Academic Course Guide Manual (ACGM) or the Workforce Education Course Manual (WECM).
- f. Dual Credit courses will conform to the College's academic standards, having the same content and learning outcomes as courses taught by the College that are not Dual Credit.
- g. Dual Credit courses provide advanced academic instruction and content providing the student the opportunity to master the Texas Essential Knowledge and Skills for the appropriate high school course.
- h. Developmental education courses are not approved for dual credit.

The College and School District will provide an approved list of Dual Credit courses for inclusion in this MOU in [Appendix B: Dual Credit Courses](#)

## **9. LOCATION OF CLASS AND TEACHING ENVIRONMENT**

- A. Dual Credit courses are taught on the main Baytown college campus, at off-campus instructional locations that have been approved by SACSCOC, and online/hybrid.
- B. High School Campus courses:
  - 1. The College and School District will work to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction that includes the following:
    - a. School District will ensure instructors and dual credit students have appropriate access to all available instructional resources and essential technology for virtual learning.
    - b. School District shall permit access to the College's electronic learning resources when the course is taught at the School District, and
    - c. School Districts offering science and/or technical courses shall meet the laboratory safety standards and have material/equipment that comply with the College's program requirements.
  - 2. The College will clearly define the contact hours, curriculum, and grading for Dual Credit courses taught on a high school campus.
  - 3. Dual Credit and Lee College Instructors must use the College's approved Learning Management System, Blackboard Learn, to post the syllabus, maintain grades, and provide course content. Alternative instructional software cannot be used without prior approval from the division chair.
  - 4. Dual Credit and Lee College Instructors must use the College's approved Student Information System, PeopleSoft, to post the syllabus and maintain grades.
  - 5. Per Texas Administrative Code Subchapter A, Rule §4.6 (2003), any changes to schedule, location, or modality initiated by either party will see a 60 day advance notice provided to all stakeholders to ensure requisite hours are met.

C. Online courses:

1. Dual Credit and Lee College Instructors must use the College's approved Learning Management System, Blackboard Learn, to post the syllabus, maintain grades, and provide course content. Alternative instructional software cannot be used without prior approval from the division chair.
2. Dual Credit and Lee College Instructors must use the College's approved Student Information System, PeopleSoft, to post the syllabus and maintain grades.
3. Online courses must comply with the THECB's adopted Principles of Good Practice for courses offered electronically.
4. The School District must provide a proctored testing environment for its students.
5. The School District can provide a proctor for online courses at the School District's expense if the Dual Credit and Lee College Instructor does not proctor his/her own assessments.

D. Teaching Environment:

1. The School District ensures that the classroom environment is conducive to college-level learning by:
  - a. designating a classroom for the college classes
  - b. displaying the signs provided by the College outside of the classroom that indicate "College Course is in Session"
  - c. assuring no interruptions take place in the college course while in session, such as removing students for high school activities or making announcements except for official business or emergencies.

**10. TRANSPORTATION:**

- a. Transportation to College sites for Dual Credit classes will follow School District policy, which will determine whether the School District will provide transportation and/or allow students to drive their own vehicles.
- b. Students driving their own vehicles to the College campus must obtain parking permits.
- c. The College is responsible for transportation related to classroom field trips and may work with the School District to provide the best means.

**11. FACULTY SELECTION, SUPERVISION, EVALUATION AND DEVELOPMENT**

- a. The College has established an approval process for selecting and/or approving qualified faculty (Dual Credit Instructors) to teach college courses for dual credit. Dual Credit Instructors are required to have the same qualifications as other college faculty. Each approved Dual Credit Instructor will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures, in accordance with the standards established by the THECB, SACSCOC, and College employee handbook.
- b. The College will collaborate with the School District to ensure that School District instructors applying to become Dual Credit Instructors meet the College's credentialing requirements, including individual department requirements.

- c. Submission of Dual Credit Instructor applications to the Lee College Human Resources Department, are due no later than May 1st for the fall semester and October 1st for the spring semester.
- d. The College recommends that when the School District is hiring a teacher with the intention of assigning them to teach Dual Credit courses, the School District should include a representative from the College content area on the hiring committee.
- e. School District faculty approved as Dual Credit Instructors must be cleared by the College's Office of Human Resources to teach college courses.
- f. Dual Credit Instructors must submit all required reporting documents such as roster verifications, student learning outcome results, core course assessment artifacts, course syllabi, curriculum vitae, and grades (pass/fail and numeric) by the deadlines set by the College.
- g. Lee College and Dual Credit Instructors teaching Dual Credit courses must verify the first week class roster to validate all Dual Credit Students are enrolled and refer students not on the roster to the School District Liaison. Any student not listed on the Official 12th Day Verification (Census) Roster will not be enrolled in the Dual Credit course.
- h. Email communication between college staff and Dual Credit Instructors will use Lee College email accounts. Dual Credit Instructors are required to monitor their Lee College email.
- i. Dual Credit and Lee College Instructors teaching on the high school campus will notify their division chair, the Dual Credit Liaison, and the Dual Credit Programs Office when they are absent due to an emergency or anticipates an absence.
- j. Dual Credit Instructors teaching hybrid or online courses must complete mandatory Lee College training/certifications for teaching in that modality. Dual Credit Instructors who do not complete mandatory trainings/certifications will not have assigned dual credit course sections until the trainings/certifications are completed.
- k. Dual Credit faculty must participate in professional development opportunities offered by the college that are deemed to have a direct and positive impact on the students in enrolled in any of the three dual credit programs.
- l. The School District will allow release time from School District duties for all Dual Credit Instructors to attend required College professional development days organized by the College before each College full semester begins and departmental meetings.

## **12. COURSE CURRICULUM, INSTRUCTION, AND GRADING**

- a. The College will make every effort to adopt physical textbooks for a minimum of three years.
- b. The College will provide a list of physical textbooks in advance of the start of the semester for college courses taught by Lee College to ensure purchase prior to the first day of class.
- c. The School District will ensure that all Dual Credit Students have physical textbooks on the first day of class.
- d. Attendance information and periodic grade information is entered by Dual Credit and Lee College Instructors teaching Dual Credit Students each progress period determined by the College. Progress report grades are reported in Pass/Fail (P/F) format, unless the grade is an F in which a numeric average must be included.



- e. College policy restricts unexcused student absences to three class meetings. Excused absences are determined by the instructor of record.
- f. The School District or high school campus will supply a calendar of scheduled events at the beginning of the semester that could interrupt class instruction and will notify the course instructor two days in advance of any additional activities. All Dual Credit Students are expected to notify their instructors of absences at the class meeting prior to the expected absence. Students are responsible for making up work when absent.
- g. To accommodate exchange of information among the College, School District, and instructors, all instructors teaching college courses will receive e-mail accounts from respective institutions.
- h. The School District and the College will provide access to Lee College Instructors and Dual Credit Instructors to input numeric grades into the Lee College grading system. Final grades for the semester must be reported as number, not a letter.
- i. All instructors, including Dual Credit instructors, are required to track attendance in PeopleSoft according to college policy.
- j. Spring semester course averages for seniors will be submitted in numerical format by Lee College to the Dual Credit Liaison or designee at the end of the 4th nine-week period for the high school Academic Class Ranking process. A request for this information including a list of seniors will be sent from the Dual Credit Liaison to the Dual Credit Advisor at least two weeks prior to the needed date.
- k. Student course evaluations will be conducted at the end of each semester. Dual Credit and Lee College Instructors are responsible for providing in-class time for students to complete the evaluations, which are usually administered online. If the evaluations are administered using paper forms, Dual Credit and Lee College Instructors are responsible for distributing and collecting the forms and returning them to the College's Office of Institutional Research.
- l. The School District is responsible for administering high school state mandated testing.
- m. Lee College is committed to providing a learning and work environment that is free from sexual harassment and assault. Appropriate resources, both on and off campus, are available at <http://www.lee.edu/know-more/available-resources>. The link for the U.S. Department of Education Title IX - Sex Discrimination is [https://www2.ed.gov/about/offices/list/ocr/docs/tix\\_dis.html](https://www2.ed.gov/about/offices/list/ocr/docs/tix_dis.html)
- n. Lee College is an open enrollment institution and offers a variety of vocational and academic programs. Lee College prohibits discrimination on the basis of race, color, national origin, disability, religion, age, limited English proficiency or English learner status, veteran status, genetic information, sex (including pregnancy, parental status, sex stereotyping or treating people differently because they do not conform to sex- role expectations, sexual orientation, gender identity or gender expression) or any other basis prohibited by law in its educational programs, activities, or employment practices as required by Title VII, Title IX, Section 504, ADA, or 34 C.F.R.

### **13. CLASS CONFIGURATION**

For college courses taken at the High School Campus:

1. The class composition must consist of only dual credit students, all of whom are college enrolled in that dual credit course.
2. Non-dual credit high school students are not permitted to enroll into a Dual Credit course on a high school campus.

For college courses taken at the College Campus

1. College courses taught by Lee College Instructors at a Lee College facility or online can consist of a combination of Dual Credit Students and mainstream college credit students.

### **14. STUDENT RECRUITMENT AND ENROLLMENT**

1. The College will collaborate with the High School to provide information sessions to all interested middle and high school students and parents prior to enrollment in college courses. These sessions include content about academic policies, access to student information, support services, cost, and student opportunities and commitments.
2. The College will collaborate with the high school in the selection of dual credit students.
3. Dual Credit Students enrolling for the first time must:
  - a. Submit an admissions application via [www.goapplytexas.org](http://www.goapplytexas.org).
  - b. Submit course qualifying TSIA2 scores (or exemption documentation)
  - c. Complete the dual credit permission form.
  - d. Complete other applicable forms.

### **15. STUDENT ELIGIBILITY**

The School District will follow all College eligibility procedures and guidelines for Dual Credit Programs Students.

1. Students enrolled in a designated Early College High School (ECHS), or Pathways in Technology Early College High School (P-TECH) must meet the target population requirements prescribed in the ECHS/P-TECH Blueprint.
2. High school students become eligible for Dual Credit courses by meeting the college readiness standards under the provisions of the Texas Success Initiative Assessment 2.0 (TSIA2) and course prerequisites as defined by the College.
3. Specific exceptions to eligibility are defined in 19 TAC §4.85(b).

### **16. TSIA2 TESTING**

Lee College offers TSIA2 testing support for partner school districts that are not designated test sites. The college provides one free complete TSIA2 test per dual credit student that can be administered at the college or high school campus.

1. The test may be administered at the college, or the high school may request for the test to be administered at the high school campus.
2. All Lee College Testing Center policies apply, whether the TSIA2 test is administered at the college or high school campus.
3. If the test is administered at the high school campus, the following provisions apply:
  - a. The School District must ensure that all students needing testing have submitted an admissions application via [www.goapplytexas.org](http://www.goapplytexas.org) at least 10 days prior to the scheduled test date.
  - b. The School District will provide the Dual Credit Advisor a list of students needing testing no later than 10 working days prior to the testing date.
  - c. High schools will identify personnel to serve as TSIA2 testing proctor(s). The College will provide the required training necessary to administer the exam on high school campuses.
  - d. The College will provide personnel to support TSIA2 testing, limited to two (2) days for each high school in the School District per year.
4. If the test is administered at the college, the following provisions apply:
  - a. The School District must coordinate dates and times with the Dual Credit Advisor to bring students to the college campus to take the TSIA2 test.
  - b. The School District must ensure that all students needing testing have submitted an admissions application via [www.goapplytexas.org](http://www.goapplytexas.org) at least 10 days prior to the scheduled test date(s).
  - c. The School District will provide the Dual Credit Advisor a list of students needing testing no later than 10 working days prior to the scheduled test date(s).
5. Proctor reporting privileges are granted to the Dual Credit Liaison and the high school Counselor or designee.
6. Students may retest at the Lee College Testing Center for a fee of \$15 per section (ELAR/MATH).
7. For School Districts that are approved TSIA2 testing sites:
  - a. Students need to complete a Lee College admission application through [www.goapplytexas.org](http://www.goapplytexas.org) in order for test scores to be noted on the student's college record.
  - b. The School District is responsible for ensuring that all THECB guidelines for TSIA2 administration are adhered to.
  - c. The School District must provide TSIA2 score rosters to the college prior to any student enrollment in college courses.
8. All other student testing needs are completed at the Lee College Testing Center.

## **17. DUAL CREDIT REGISTRATION ROSTER**

A College Dual Credit Registration Roster is used by the designated high school liaison to request enrollment in college courses in adherence to the review and approval process established by the College and School District. The form must contain the signature of the designated School District official. All completed Dual Credit Registration Rosters are submitted to the Dual Credit Advisor or their designee by the college deadline provided.

## 18. SCHEDULING

- a. When there are differences in calendar schedules and College classes are being offered off the high school campus at a time when the School District is not in session, the student is responsible for attending the Dual Credit course.
- b. When there are differences in calendar schedules and the College is not in session, the School District is responsible for providing personnel to supervise students in Dual Credit courses offered at the high school.
- c. College or School District closures due to situations such as inclement weather or environmental issues will be honored without penalty to Dual Credit Students.
- d. Dual Credit Students are responsible to abide by both College and School District calendars when participating in Dual Credit courses.

## 19. COLLEGE ACADEMIC ADVISING

Current Texas policy addresses the need for college academic advising for students taking dual credit courses for high school credit. Legislation is as follows:

1. Texas House Bill 1638 (2017) established statewide goals that include academic advising of dual credit and early college high school students. As listed under Program Goals above, goals 2 and 3 ensure high school students who participate in college courses meet with a college advisor for successful matriculation to another college or career.
2. Passed through the 86th Texas Legislative Session, Texas Senate Bill 1324 (2019), identifies requirements for dual credit students to identify a degree plan not later than:
  - a. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credits successfully completed by the student; or
  - b. If the student begins the student's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student, the end of the student's second regular semester or term at the college.
  - c. Students cannot change declared college pathways without the IHE's approval.
3. In addition, Texas Senate Bill 1324 (2019) further details requirements regarding the filing of a degree plan under Section 51.9685, stating that a student enrolled in multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan that:
  - a. Accounts for all remaining credit hours required for the completion of the degree program; and
  - b. Emphasizes:
    - i. The student's transition to a particular four-year college or university that the student chooses; and
    - ii. Preparations for the student's intended field of study or major at the four-year college or university.
4. More recent legislation, Texas Senate Bill 1277 (2021), specifies that an MOU between a school district and the College that provides college courses under the Dual Credit Programs Framework must:
  - a. Include specific program goals aligned with the statewide goals;

- b. Establish common advising strategies and terminology related to dual credit and college readiness;
  - c. Provide for the alignment of endorsements described by Section 28.025 (c-1) offered by the district, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the College and industry certifications;
  - d. Identify tools, including tools developed by the agency, the Texas Higher Education Coordinating Board or the Texas Workforce commission, to assist school counselors, students, and families in selecting endorsements offered by the district and dual credit courses offered under the agreement;
  - e. Establish, or provide a procedure for establishing, the course credits that may be earned under the agreement, including by developing a course equivalency crosswalk or other method for equating high school courses with college courses and identifying the number of credits that may be earned for each course completed through the program;
  - f. Describe the academic supports and, if applicable, guidance that will be provided to students participating in the program;
  - g. Establish the district's and the institution's respective roles and responsibilities in providing the program and ensuring the quality and instructional rigor of the program.
  - h. State the sources of funding for courses offered under the program, including, at a minimum, the sources of funding for tuition, transportation, and any required fees or textbooks for students participating in the program;
  - i. Require the district and the institution to consider the use of free or low-cost open educational resources in courses offered under the program;
  - j. Be posted each year on the district's and the institution's respective Internet websites; and
  - k. 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.
5. Advising requirements for ECHS and PTECH ECHS students detailed in the Texas Education Agency Blueprint specify the following:
- a. Advising staff who may be provided by, or shared with, the IHE partner who support the ECHS students through activities such as coordinating with the IHE for registration, monitoring of students' high school and college transcripts, monitoring of high school and college courses to ensure programmatic requirements for both the high school and the partnering institution are met, and who plan for future credentials and career entry.
  - b. Academic advising for these students includes the following expectations;
  - c. Academic and college readiness advising with access to student support services to bridge students successfully into college course completion
  - d. Advising services for students on the transferability and applicability to baccalaureate degree plans for all college credit offered and earned
  - e. Policies related to student intervention
  - f. The ECHS shall collaborate with its IHE to personalize the learning environment for students by developing individualized student plans for ongoing academic support, filing a degree plan, and the attainment of long-term goals.

- g. The ECHS and IHE shall develop robust college and career advising systems to support student plans and advance academic progress and shall develop a process for collaboration to provide an academic bridge across two educational systems.
  - h. Students cannot change declared college pathways without the IHE's approval.
6. The College and the High School will work collaboratively to advise and enroll students in high school and dual credit college courses that will lead to the successful completion of a high school diploma, college core completion/and or an associate's degree/certificate by the end of the senior year of high school.
  7. The College and High School will collaborate to track student progress of completion in dual credit and college courses.
  8. Students must meet satisfactory academic progress as detailed in the college course catalog.
  9. Failure to maintain satisfactory academic progress may result the student becoming ineligible to continue taking dual credit courses.
  10. Dual Credit Students must have approval from a Dual Credit Advisor to drop courses after the first class date.

## **20. ACADEMIC POLICIES, STUDENT CONDUCT, AND STUDENT SUPPORT SERVICES**

- a. Dual Credit Students are subject to the rules of conduct, plagiarism, and disciplinary standards published in the College catalog and are subject to the penalties defined by such standards.
- b. Course performance is part of students' permanent academic records at Lee College and the School District.
- c. Dual credit students are required to complete Learning Frameworks within 12 months of initial enrollment before progressing with additional coursework. For example, if a student enrolls in the fall and drops Learning Frameworks they are allowed to continue their studies. If they then enroll in spring and drop Learning Frameworks they are still allowed to continue their studies. However, they are not allowed to enroll in any course the subsequent fall except Learning Frameworks. They must pass Learning Frameworks in the Fall and they can enroll in other courses in the Spring.
- d. Any discipline issues, including academic dishonesty during college course instruction, must be reported immediately to the Dual Credit Advisor.
- e. The high school will send a copy of all student discipline referrals and documented student behavior issues, for any student enrolled in a Dual Credit course to the Dual Credit Advisor within one business day after the event, if the consequence impacts the Dual Credit course.
- f. Students must maintain satisfactory academic progress in all college coursework as detailed in the Lee College catalog  
[http://catalog.lee.edu/content.php?catoid=31&navoid=871#Policies\\_Regarding\\_Credit\\_Grades\\_and\\_Student\\_Records](http://catalog.lee.edu/content.php?catoid=31&navoid=871#Policies_Regarding_Credit_Grades_and_Student_Records)).
- g. Failure to meet academic progress may result in student removal from the dual credit program. Dual credit students who need to repeat courses are only allowed to do so in the summer at the standard College tuition rate as Individual Approval Admits.
- h. The School District will provide high school placement for students who are withdrawn from a Dual Credit course for any reason.

- i. Prior to registration, the School District will encourage and assist students with disabilities to self-identify each semester with Lee College Disabilities Services to determine reasonable accommodations.
- j. The School District will follow all College accreditation related procedures and functions, including, but not limited to, student learning outcome assessment, Core (general education) assessment, strategic plan reporting, posting CVs of Dual Credit Instructors, and posting syllabi in PeopleSoft and Blackboard.
- k. The School District will ensure that Dual Credit Instructors meet contact hour requirements for all Dual Credit courses. Dual Credit courses that are falling short of contact hour requirements must use Blackboard to make up hours and meet minimum contact hour requirements. Dual Credit courses that do not consistently meet contact hour requirements may be suspended or canceled until such time that contact hour requirements can be satisfied.
- l. Science lab-based courses are required to meet a minimum of 2.5 lab hours (exclusive of lecture hours) over two days each week to meet lab contact hour requirements. The dual credit instructors should be allocated 2 to 3 hours per week of prep time to adequately and safely set-up and break down labs.
- m. If Lee College establishes a standardized assessment for a course and/or a process for grading the assessment, this applies to all students, including dual credit students.
- n. Support Services such as labs and tutoring on the Lee College campus are available for utilization by all Dual Credit students. Students should obtain a Lee College student ID.
- o. The college will coordinate with the high school to provide disability support services as required by state and federal law.
- p. The college will provide dual credit students access to library services, computer labs, skills labs (reading, writing, math), science labs, and study areas to support academic endeavors.
- q. The college will provide dual credit students access to the college Student Center, student clubs and organizations, recreation activities, intramurals, and weight room facilities to support their social/emotional development.
- r. The college will encourage qualified students to participate in honors, service learning, undergraduate research, and other forms of student engagement that promote academic excellence and success.

## **21. TRANSCRIPTION OF CREDIT**

- a. The College as well as the high school should add a student's grades to their transcript immediately upon completion of the course. [19 TAC §4.85(h).] Letter grades will be posted on the College transcript.
- b. Final numerical grades will be sent to the Dual Credit Liaison in an encrypted spreadsheet after all grades have been collected.
- c. The School District transcription of grades for courses may differ from the College's based on Texas Education Association policies, specifically those relating to courses required to have the End of Course State of Texas Assessment of Academic Readiness (STAAR) exams.

**22. PAYMENT FOR TUITION, FEES AND BOOKS**

- a. Payment to the College for tuition and fees is expected prior to the first day of class when paid by Dual Credit students.
- b. Payment to the College for tuition and fees is expected within 30 days of receipt of invoice when paid by the school district on behalf of Dual Credit Students.
- c. Payment for books is the responsibility of the School District or the Dual Credit Student depending on School District policy.
- d. To support student health and well-being, all Dual Credit Programs students are automatically opted in to TimelyMD for a fee of \$12.50 per student, per semester.
- e. Tuition for Dual Credit Students is \$125 per course, per semester.
- f. Tuition and fees for Concurrent Enrollment students are the same as for non-Dual Credit students.
- g. Concurrent Enrollment students are responsible for tuition, fees and books. Payment to the college follows the same policies and procedures as for non-Dual Credit students.

The School District selects one of the following three options by signing on the corresponding line:

- 1. The School District is responsible for their Dual Credit Programs students' tuition, fees, and books.
- 2. The School District transfers the responsibility of tuition, fees and books to its students; Dual Credit Programs students are expected to pay the college directly.
- 3. The School District is responsible for their Dual Credit Programs students' tuition and fees but transfers the responsibility of books to its Dual Credit students.

**23. DUAL CREDIT INSTRUCTION COST**

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

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

**24. ADDITIONAL COSTS**

- a. Low enrollment classes: A minimum of 10 students per section is expected for all Dual Credit courses taught by Dual Credit Instructors. A minimum of 20 students for lecture courses and



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

1. If the School District is unable to meet the minimum enrollment, the School District can choose to pay for the unoccupied seat(s) at the same rate as if the seat were occupied to ensure the course is not cancelled.
  2. If the School District is unable to meet the minimum enrollment and chooses not to pay for the unoccupied seat(s), the College may cancel the course due to low enrollment.
- b. Late Add Provision: Late additions to a Dual Credit course after the start of the semester will only be permitted prior to the second class meeting.
  - c. Hours beyond contact hours: If the School District requests that a Dual Credit class taught by a Lee College Instructor meet for more than the number of contact hours approved by the College, the School District will reimburse the College for the costs of the additional instruction or supervision at the current College rate. As a rule, no Dual Credit class will meet for more than the number of contact hours approved by the College unless it is taught by a Dual Credit Instructor.
  - d. Unpaid student accounts: If the School District allows students who have not paid tuition and fees to remain enrolled in a course, the School District assumes responsibility for the students' tuition and fees.

## **25. FUNDING**

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

## **26. DATA SHARING**

To encourage student persistence, to assess the Dual Credit Program, and to measure student-learning outcomes, the College and School District agree to exchange student information (demographic-SES, race/ethnicity, gender, social security number), grades, and other data (performance/retention/completion-graduation lists), as permitted by law, in accordance with the Data Sharing Agreement [Appendix C: Data Sharing Agreement](#), which is incorporated into this MOU by reference.

## **27. RECOGNITION OF HIGHER EDUCATION PARTNER**

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

## **28. GENERAL**

- a. The Parties shall comply with all applicable state and federal laws and regulations regarding data confidentiality, privacy, and security.

- b. No assignment of this MOU or of any right accruing hereunder shall be made, in whole or in part, by any other Party without the prior written consent of the other, unless authorized by law.
- c. The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this MOU; provided however, nothing in this paragraph shall preclude any other Party from pursuing any remedies available under Texas law.
- d. Both Parties are entities whose authority and appropriations are subject to actions of the Texas Legislature. If any of the Parties become subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render any Party's delivery or performance under the MOU impossible or unnecessary, the MOU will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, none of the Parties will be liable to the other for any damages, which are caused or associated with such termination or cancellation. The Party terminating or cancelling under this Section shall not be required to provide advance notice.
- e. No Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this MOU caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemics, epidemics or other causes that are beyond the reasonable control of any Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- f. This MOU shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to any Party as an agency of the State of Texas or otherwise available to the Parties. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this MOU or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No Parties waive any privileges, rights, defenses, or immunities available to it as an agency of the State of Texas, or otherwise available to it, by entering this MOU or by its conduct prior to or after entering into this MOU.
- g. If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision and this MOU shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- h. The headings used in this MOU are for ease of reference only and will not be used to interpret any aspect of this MOU.
- i. The expiration or termination of this MOU shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

- j. This MOU is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this MOU are due in the County and venue is proper only in such county.

**29. TERM, RENEWAL, AND TERMINATION**

The terms of this agreement shall commence on August 1, 2023, and supersedes previous agreements. This agreement may be amended by mutual written consent. Either party may terminate the agreement with a 90-day written notice to the College's President or the School District's Superintendent at the end of the current term.

**30. AUTHORIZATION OF AGREEMENT**

Each party represents and warrants to the other the execution of this agreement has been duly authorized and this agreement constitutes a valid and enforceable obligation of such party according to its terms.

**Crosby Independent School District**

**LEE COLLEGE**

\_\_\_\_\_  
**Print Name (School District Official)**

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

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## Appendix A

### Statewide Dual Credit Goals Between Lee College and Crosby ISD

The partnership goals between Lee College ("College") and Crosby ISD ("School District") align with statewide dual credit program goals. This Exhibit's purpose is to outline a description of how this Agreement's dual credit program partnership goals align with the statewide goals. Texas Education Code § 28.009 (b-1) and (b-2) requires the Texas Higher Education Coordinating Board ("THECB") and the Texas Education Agency ("TEA") to collaboratively develop statewide goals for dual credit programs. These goals provide guidance to institutions of higher education ("IHEs") and independent school districts ("ISDs") on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

**Goal 1:** *ISDs and IHEs will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.*

Lee College's dual credit website is regularly updated with enrollment guidelines, policies, and program details. This includes ISD registration and payment deadlines, information session schedules, FAQs, forms and links to student resources.

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

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

Lee College also uses marketing materials to help inform students and parents regarding the benefits of dual credit.

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

All dual credit students receive academic and/or college readiness advising provided by Dual Credit Advisors. High school dual credit students have access to all college academic and career counseling services provided on the main campus.

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

All dual credit students receive academic and/or college readiness advising provided by Dual Credit Advisors. High school dual credit students have access to all college academic and student support services including, but not limited to, libraries, electronic library resources, writing centers, tutorial services, academic accommodations, assessment, admissions, and academic advisement.

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

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

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

Instructors teaching Dual Credit courses are required to meet the same standards, reviews, and approval procedures used by the college to select all college faculty. Faculty attend professional development opportunities provided by Lee College throughout the year.

**Appendix B**

**Dual Credit Classes High School**

[INSERT UPDATED TABLE]

## **Appendix C**

### **Data Sharing Agreement**

#### **Purpose**

Lee College ("College") and Crosby ISD ("School District") have a shared interest in educating students. The purpose of this Data Sharing Agreement (the Agreement) is to advance our shared interest by establishing policies, in accordance with applicable law<sup>1</sup>, for the types of data to be shared, the acceptable uses of data, the ownership of data, data confidentiality, data security, methods of exchanging data, the cost of providing data, the time that is allowed to fulfill a request for data, and the means for ensuring these policies are being observed. All data requests shall be governed by this Agreement.

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

#### **Term**

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

#### **Types of Data**

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

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

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

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

### **Acceptable Uses of Data**

Data shared under this Agreement shall only be used to conduct studies for three purposes as allowed by law<sup>2</sup>:

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

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

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

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

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

### **Data Ownership**

Data that are shared under this Agreement remain the property of the organization that provided the data. The data owner will be referenced as the source of the data in all reports, publications, tables, graphs, or other products produced from the data. The parties further acknowledge and agree that all copies of such data transmitted to the other party, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original data. Data that one of the parties has received but does not own cannot be shared outside of that organization without written permission from the owner of the data. An organization that has received data that it does not own must destroy the data and any copies, subject to applicable record retention requirements, of the data no more than six months after the date when the data is no longer

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



needed for the purposes for which the study was conducted or when directed to do so in writing by the owner. If an organization wishes to preserve data for longer than six months, it must request an extension in writing. Products that were created using shared data that do not contain Personally Identifiable Information<sup>3</sup> are the property of the organization that created them and do not have to be destroyed even if they were created from data that must be destroyed.

### **Data Confidentiality**

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

### **Data Security**

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

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

### **Exchanging Data**

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

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<sup>3</sup> See 34 CFR § 99.3 for a definition of personally identifiable information.

### **The Cost of Providing Data**

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

### **The Time to Fulfill a Request for Data**

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

### **Third-Party Request**

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

### **FERPA Requirements**

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

### **Disposition of Data Upon Termination**

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

### **Audits and Monitoring Activity**

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

### **Notice**

All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the

specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

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

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

### **Entire Agreement**

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

### **Severability**

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

### **Governing Law; Venue and Jurisdiction**

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

### **Authority**

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

### **Waiver**

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

**Assignment**

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