STATE OF TEXAS
COUNTY OF NACOGDOCHES

Dual Credit Partnership Agreement – Online

Between

Stephen F. Austin State University

And

Cushing Independent School District

This Agreement ("Agreement") is made and entered into by and between Stephen F. Austin State University ("SFA"), a Texas higher education institution, and Cushing Independent School District ("CISD"), a Texas political subdivision of secondary education, pursuant to the authority granted in compliance with section 28.009 of the Texas Education Code.

WHEREAS, the parties to this Agreement desire to operate a Dual Credit Partnership—Online ("DCP") Partnership in the 2017-2018 academic year, serving grades 9-12 to provide academic dual credit college courses for high school students in accordance with Texas Higher Education Coordinating Board Rules, as defined under Title 19, Part 1, Chapter 4, Subchapter D of the Texas Administrative Code.

WHEREAS, under this Agreement, DCP—Online serves students across the state by allowing them to earn both a high school diploma and up to 60 hours of college credit hours toward a Bachelor’s degree; and

WHEREAS this initiative will prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates;

WHEREAS, SFA and CISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this Agreement mutually agree to the following:

1. **Guiding Principles:** This DCP will function on the following principles:
   a. Establishment of a mutually beneficial partnership between SFA and CISD that allows a flexible and creative response to the organizational, mission, and fiscal needs of both institutions
b. Collaboration in planning, implementation, and continuous improvement of DCP—Online including the provision for faculty, staff, and administration, curriculum development, training and student services

c. Provision of rigorous dual credit courses

d. Financial collaboration that addresses costs of both partners and that may include assisting each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.

e. Online classes and activities of the DCP—Online will be consistent with applicable law, including but not limited to Texas Administrative Code, Title 19, Part I, Chapter 4, Subchapters D, P and Q

f. As appropriate, may share the use of facilities including classrooms, labs, offices, and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success

2. Creating a University Going Culture

a. The DCP—Online will:
   i. Participate in Generation TX activities annually
   ii. Provide information about universities/dual credit programs through the district website
   iii. Meet with teachers, parents, and students regarding early college opportunities
   iv. Provide professional development and training for teachers on the college and career readiness standards

b. SFA will:
   i. Provide access to facilities, student support services, and resources as appropriate and in accordance with applicable law
   ii. Provide access to cultural events, lectures, and other appropriate planned special events on campus through free/reduced admission when possible
   iii. Provide access to campus tours when possible

3. Scope of Agreement and Limitations of Authority: The parties agree as follows:

a. Governance:
   i. The DCP—Online initiative will:
      1. Be governed by CISD and subject to CISD’s state and federal policies;
      2. Enroll in online core curriculum courses and/or foreign language courses that align with credit within the high school curriculum;
      3. Provide an ISD administrator, counselor, or designee to proctor/support students meeting in a designated ISD classroom to complete the work required by the SFA online course(s); and
      4. Operate within the normal operating hours of SFA during a regular school day.

   ii. The CISD Principal or Designee
      1. Will have the authority to implement with regards to the CISD:
a. Governance
b. Staffing
c. Budget
d. Student assessment, curriculum, and scheduling
e. Professional development
f. Access to school and student data
g. Parent and community involvement consistent with the mission and needs of the DCP—Online

2. Will report to the CISD Superintendent
3. Is the primary contact of and spokesperson for the DCP—Online within the community and with SFA.

iii. The DCP Council is comprised of representatives of SFA and CISD and will meet at least quarterly in order to:
1. Facilitate communication
2. Evaluate instructional and programmatic activities
3. Identify issues and challenges and make recommendations
4. Enhance collaborations
5. Develop and implement academic and professional rules and procedures
6. Develop and implement budgets and financial rules and procedures
7. Evaluate the performance of the DCP—Online
8. Supervise annual evaluation of the program and effectiveness of the collaborations
9. Ensure adherence to state and federal regulations
10. Review, annually, the MOU and/or articulation agreements and suggest revisions as necessary

Members of the DCP Council will include: Superintendent from the school district, DCP Principal/Coordinator, DCP Counselor, Dean of the Perkins College of Education, Dean of the College of Liberal & Applied Arts (or designee), Dean of the College of Mathematics & Sciences (or designee), SFA Liaison, SFA Admissions personnel, and SFA Student Success personnel.

iv. The DCP Council is chaired by the Dean of the Perkins College of Education and meet as needed in order to discuss implementation issues within the school district and make recommendations regarding rules, practices, and procedures at the DCP.

v. Subcommittees of the DCP Council generally will meet quarterly and as needed in order to discuss implementation issues and to make recommendations regarding rules, practices, and procedures within the DCP. Membership of the subcommittees will be drawn from members of the DCP Council. Subcommittees may include but are not limited to: Student Support, Curriculum, Policies, and Logistics.
b. **Awarding Credit for Courses.** SFA will award credit for online core courses and/or foreign language courses which have been agreed upon and have been approved. These online core and/or foreign language courses shall have been evaluated and approved through the official university curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and must be at a more advanced level than courses taught at the high school level. The parties shall execute an articulation agreement or an amendment to this agreement to implement this section.

c. **Attendance & Grade Reporting.**
   i. CISD will document participation and will run a grading cycle as delineated in the Texas Education Code.
   ii. SFA will report a numeric grade to CISD during the week following midterms for the fall and spring semesters.
   iii. SFA will report a numeric grade to CISD at the conclusion of each semester.
   iv. DCP—Online students will follow the SFA policies regarding make-up work and/or late work for all SFA courses taken.
   v. SFA professors should refer to the DCP SFA Liaison for any disruptive behavior or delayed submission of requirements or lack of participation in order to ensure that discipline procedures are followed. The SFA Liaison will refer all issues of concern to the CISD Principal (or designee). The DCP—Online will be primarily responsible for student discipline; however, SFA may investigate and/or take action that it deems necessary or appropriate in response to disruptive behaviors in an online environment.

d. **Student Admission, Enrollment, & Billing.**
   i. DCP Admission requirements will include students who are promotable to the next grade level and complete the appropriate SFA forms. Students must satisfy the course specific TSI requirements as specified in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Rule 4.85. Furthermore, students must meet admission requirements as stipulated in SFA’s Policy 6.9 Concurrent and Dual Credit Enrollment Programs, as may be amended from time to time.
   ii. SFA acknowledges that Cushing High School is currently a certified TSI assessment site – <TSI assessment number/code>.
   iii. CISD Principal/Counselors/Designee will approve student course selection and communicate student information to the SFA Admissions Office. DCP—Online students to be enrolled will be communicated to the SFA Admissions Office no later than August 27, 2017, for the fall 2017 semester and by December 8, 2017, for the spring 2018 semester.
   iv. DCP—Online students in the 9th and 10th grades will be enrolled in online sections which may only be open to DCP students in this program or may be open to all SFA students.
   v. CISD will keep a W9 form on file with the SFA Business Office.
vi. CISD will provide a letter on district letterhead, signed by the Superintendent, stating that CISD is responsible for all tuition and fee costs of students in the DCP—Online.

vii. The SFA Business Office will bill CISD directly for courses taken by students in the DCP—Online. CISD will submit payment in accordance with the instructions on the invoice, and as provided by state law.

viii. The SFA Admissions Office will bill CISD directly for any admissions fees for students in the DCP—Online. <school initials> will submit payment in accordance with the instructions on the invoice, and as provided by state law.

e. **Duties of SFA.** SFA shall have the following duties:

i. Involve full-time faculty in the appropriate disciplines to collaboratively identify courses appropriate for dual credit in the DCP—Online program.

ii. Ensure that course guidelines are followed.

iii. Apply the standards of expectation and assessment uniformly in all venues where SFA offers courses.

iv. Ensure that all online core curriculum and/or foreign language courses are available for students’ Individual Graduation Plan for Dual Credit by the fall of <year>.

v. Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, the applicable accrediting body, SFA, and CISD.

vi. Pay salaries of instructors who teach SFA courses (with the exception of those employed full time at CISD who are assigned dual credit courses in the DCP).

vii. Provide vertical and horizontal articulation support with the DCP Council for DCP students as specified by the articulation agreement through the SFA liaison.

viii. Partner with the DCP—Online in an orientation session for students entering the DCP—Online program and be responsible for the following orientation topics:

1. Provide a session to complete admission forms
   a. Complete an SFA application
   b. Review registration forms

2. Review security policies & procedures
   a. Expectations
   b. Consequences for not abiding by SFA expectations

3. Provide a description of student support services available for all DCP students
   a. Library Procedures
   b. ID Cards, if applicable
   c. Tutorials/AARC, if applicable
   d. Student services & FERPA orientation

4. SFA academic courses and academic expectations
a. SFA professors
b. Academic study and work requirements
c. Homework
d. Absences/failure to complete assignments
e. Student responsibilities in an online environment
f. Plagiarism Policy
g. Parent role in supporting the early college student
h. Student Code of Conduct

ix. Partner with the DCP—Online on an on-going basis to provide speakers and guidance for, but not limited to:
   1. Financial Aid
   2. Career Pathways
   3. Selecting a Major
   4. Personal Financial Responsibility
   5. Etiquette for classes, meetings, social events
   6. Interviewing Skills
   7. Safety on a university Campus
   8. Transitioning from high school to university
   9. Civil Responsibilities (volunteerism, community-service, etc.)

f. **Duties of CISD.** CISD shall have the following duties:
   i. Involve SFA Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
   ii. Pay the salaries of the instructors employed by CISD, regardless if the instructor is designated as SFA Adjunct faculty under Section 3(e)(vi) herein.
   iii. Ensure that all DCP—Online courses are in the students' Individual Graduation Plan for Dual Credit by the fall <year> beginning with the sophomore class in the Cushing DCP. All courses taken at SFA must be from the SFA Core Curriculum or foreign language.
   iv. Provide for transportation to and from the SFA campus for any required activities.
   v. Partner with SFA in an orientation session for students and be responsible for the following orientation topics:
      1. Provide an DCP student handbook for each entering student; items to be covered should include:
         a. Daily schedule
         b. Academic calendar for SFA and CISD classes
      2. Provide students with a description and the location of SFA policies, including but not limited to:
         a. Discipline code
         b. Representation of the school when connected to SFA DCP—Online or on campus
      3. Review the computer usage policy for SFA and CISD
         a. How to gain access to SFA technology
         b. Review acceptable use policy
      4. Inform student of student responsibilities
a. Commitment to academics  
b. DCP obligations  
5. Provide time for counselor to begin creating personalized four year academic plans  
g. Faculty. Faculty will be provided by SFA and CISD.  
i. Faculty provided by SFA:  
1. Must meet the SFA’s academic requirements  
2. Will teach online SFA Academic Dual Credit courses  
ii. Faculty provided by CISD:  
1. May be designated as SFA adjunct faculty, however, such description shall only be for the benefit of this Agreement and no employment relationship with SFA shall exist.  
2. Will teach high school courses.  
h. Classroom and Office Facilities.  
i. Online dual credit courses provided by SFA will be conducted using the SFA electronic learning platform.  
ii. SFA shall provide meeting space, as needed, for the purpose of collaboration between the IHE liaison and the CISD Principal (or Designee)  
iii. CISD students, faculty, and staff will have access to instructional and non-instructional resources available online from SFA in accordance with 19 Tex. Admin. Code Rule 4.85(g), in keeping with the guiding principles enumerated earlier.  
iv. Students, faculty, and staff must obtain a SFA identification card for on campus activities.  
i. Tuition and Fees. According to Texas Education Code 54.216, the SFA Board of Regents may waive all or part of the tuition and fees.  
i. The SFA application fee may be waived for economically disadvantaged students with appropriate documentation required by SFA policy and practices.  
ii. SFA will charge and CISD will pay tuition at a rate of $50.00 per credit hour for courses plus a $33.00 per credit hour distance education fee. SFA will charge and CISD will pay any applicable course fees. SFA will charge and CISD will pay full tuition for a student who repeats a course previously failed. All charges are subject to modification by the SFA Board of Regents.  
i. Only SFA approved textbooks, syllabi, and course materials, applicable to the courses taught by SFA shall apply to the online courses available under this agreement.  
ii. All textbooks and supplemental materials required for classes, as determined by the agreed upon courses shall be provided by CISD.  
iii. SFA approved textbooks and resources required for DCP—Online sheltered courses offered during the 9th and 10th grade may be used
for multiple years, if appropriate, from the date of purchase depending on the subject.

k. **Instructional Calendar.** An instructional calendar has been collaboratively created to combine the CISD and SFA calendars. In the event that SFA is in session when CISD is not, Cushing ISD students will attend SFA classes. In the event CISD is in session when the SFA is not, students will attend CISD classes. SFA will allow students to participate in state and national assessment days: STAAR, Advance Placement, PLAN, and PSAT. CISD will follow the TEA and CISD guidelines regarding the academic calendar year. Other options may be considered as permitted by law.

l. **Student Code of Conduct.** DCP—Online students, faculty, and staff shall adhere to:
   i. Policies of CISD at all times when on both CISD and SFA campuses
   ii. Policies of SFA when on the SFA campus and when using the SFA electronic learning platform
   iii. SFA will provide the same security to high school students that it provides to SFA students when on its campus and when using the SFA electronic learning platform.

m. **Media and Public Relations.** Media and public relations will be managed according to CISD, the DCP Council, and SFA protocols.

n. **Provisions for Collection and Sharing Student Data.** When considering the dissemination of student data, all FERPA (Family Educational Rights and Privacy Act) guidelines will be followed by all CISD and SFA staff. Parent initiated questions and concerns regarding dual credit coursework and student performance will be handled through the CISD staff. Parents of DCP—Online students will be discouraged from directly contacting the dual credit instructors from SFA.

An annual report and other reports will be prepared and submitted to the administration of the Texas Education Agency on the progress of the program under its purview. The report will be provided to participating partners and others as deemed appropriate. CISD will track DCP—Online student performance and completion rates in comparison to non-DCP—Online students.

Evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation of K-12 schools, in addition to any other evaluative guidelines established for the program.

4. **Fiscal Agent.** CISD will act as the fiscal agent for the purposes of this Agreement.
5. Liability. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of this Agreement or any of its activities or from any act or omission of any employee or invitee of the parties of this Agreement. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

6. Student Safety. All members of the DCP—Online faculty and administration, as well as any other party connected to the program, must comply with laws, regulations, and policies regarding the report of any and all alleged child abuse, school-related crimes, and sexual molestation. The DCP Council is charged with ensuring adherence to all applicable laws and regulations, whether local, state, or federal, which affect the well-being of students enrolled in the DCP—Online, including the criminal history review requirements of Texas Education Code Section 22.0834.

7. Term. Subject to prior termination or revocation of this Agreement as provided in section 8. of this Agreement, the term of this Agreement is in full force and effect for a period of one (1) year. This Agreement begins on August 25, 2017 and ends on July 31, 2018. At least one hundred twenty (120) days before the expiration of this Agreement, SFA shall review this Agreement and CISD may renew this Agreement upon approval of SFA.

8. Right of Revocation. Either party may terminate this Agreement without cause on 120 days' written notice to the other party. Termination may also occur upon the breach of this Agreement by one of the parties. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of SFA, the making of a misrepresentation or false statement by one of the parties, nonperformance of a party's duties, or the occurrence of a conflict of interest between the parties. Each party shall have the right to cure the breach within the first 30 days of the 120 days written notice to terminate. If this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework and receive appropriate course credit.

9. Assignment. Neither party may assign their interest in this Agreement, voluntarily or involuntarily, without the written permission of the other party.

10. Limitations of Authority:
   a. Neither party has authority for or on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
   b. This Agreement and any subsequently executed articulation agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between
SFA and CISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.

c. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the review of SFA’s general counsel and CISD’s counsel.

d. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other’s express written approval.

11. Waiver. The failure of any party hereto to exercise the rights granted them here in upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

12. Applicable Law. This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

13. Venue. Venue to enforce this Agreement shall lie exclusively in Nacogdoches County, Texas.

14. Miscellaneous Provisions:

a. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, SFA operational hours and calendar shall take precedence.

b. The parties represent that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance and with any and all applicable statutes, rules and regulations. Parties to this Agreement shall comply with all Federal, State, and local laws.

15. Notice. Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Dr. Michael Davis  
Superintendent of Schools  
Cushing ISD  
1088 Bearkat Drive  
Cushing, TX 75760

Dr. Steve Bullard  
Provost and Vice President for Academic Affairs  
Stephen F. Austin State University  
P.O. Box 6079  
Nacogdoches, TX 75962

16. Nondiscrimination. Parties to this Agreement shall not discriminate in this program on the basis of race, color, sex, national origin, age, disability, religion, genetic information, or any other basis prohibited by law or policy.
17. Signatory Clause. The individuals executing this Agreement on behalf of Stephen F. Austin State University and Cushing Independent School District acknowledge that they are duly authorized to execute this Agreement. All parties hereby acknowledge that they have read and understood this Agreement. This Agreement shall not become effective until executed by each party.

EXECUTED in duplicate original counterparts effective upon the date:

08/25/2017

Stephen F. Austin State University

By: ____________________________

Dr. Baker Pattillo
President

Cushing Independent School District

By: ____________________________

Dr. Michael Davis
Superintendent of Schools