THIS AGREEMENT, is entered into by and between Stephen F. Austin State University, an institution of higher education of the State of Texas, hereinafter referred to as University, and the school listed above, hereinafter referred to as School.

WHEREAS, University offers the Dual Credit Partnership Program to eligible students.

WHEREAS, School and School's students wish to participate in the Dual Credit Partnership Program.

NOW THEREFORE, School and University enter into the following agreement regarding high school students participating in the Dual Credit Partnership Program in accordance with 19 Tex. Admin. Code § 4.84.

Overview of Dual Credit Partnership Program

Through the Dual Credit Partnership Program, Stephen F. Austin State University allows students from accredited public and private high schools and home schools to enroll in college-level courses while completing their high school studies provided they meet the eligibility requirements of the program. High school students may enroll in college-level courses for dual credit (defined as receiving both high school and university credit) or solely for enrichment purposes. The University shall follow all applicable rules and regulations of the Texas Higher Education Coordinating Board for those students wishing to receive dual credit.

Goals of Dual Credit Partnership Program

The goals of the Dual Credit Partnership Program align with the statewide goals developed by the Texas Education Coordinating Board (THECB) and the Texas Education Agency (TEA) for dual credit programs in the State of Texas:

Goal 1: University in collaboration with School shall implement purposeful and collaborative outreach efforts to inform students and parents of the benefits, requirements, policies, processes, and costs associated with dual credit. Upon execution or renewal of this articulation agreement, University and School will collaborate to host an information session(s) on the Dual Credit Partnership Program. University will include information on the Dual Credit Partnership Program, including the benefits, requirements, processes, policies and costs of the Program on the dual credit pages of University's website, along with the University's dual credit handbook. University will host Dual Credit 101 meetings with School officials to review the Dual Credit Partnership Program. University will conduct a planning session with School counselors to discuss the Dual Credit Partnership Program. University, in collaboration with School will create a communication plan and marketing initiatives to inform eligible students about the Dual Credit Partnership Program.

Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education. University will assist students with a minimum of fifteen (15) hours of college credit in completing degree plans. University will assist students with thirty (30) hours of college credit in completing a degree audit. University admissions staff and academic advisors will host information sessions for students in the Dual Credit Partnership Program. University will provide on-campus experiences for students in the Program. Upon enrollment as a full-time student at University, students who have participated in the Program will be assigned peer mentors.

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. University’s academic advisors will work with students enrolled in the Program to develop degree plans. University will hold an information session(s) for students enrolled in the Program on financial literacy, course completion and University support services. University will provide admissions counseling to students enrolled in the Program regarding pre-college entry information.

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses. University’s Institutional Research department will collect data regarding dual credit students and academic success with subsequent classes. University’s academic departments will analyze data regarding dual credit students and academic success with subsequent classes. Students enrolled in the Dual Credit Partnership Program will be provided with mid-term grades for classes in which they are enrolled.

Dual Credit Partnership Program Requirements

1. Eligible Courses: The Dual Credit Partnership Program is open to high school students in grades 9-12. Eligible high school students may register for dual credit courses provided they meet course prerequisites and the courses they select are on the approved undergraduate course inventory for the University. No remedial or developmental courses shall be eligible under this program.
II. **Student Eligibility:** Students must meet all eligibility requirements specified in 19 Tex. Admin. Code § 4.85(b). A recommendation by the student’s high school principal or counselor and current academic transcripts must be submitted as well.

Furthermore, eligible students must meet admission requirements as stipulated in Stephen F. Austin State University Policy 6.9, *Concurrent and Dual Credit Enrollment Programs,* as may be amended from time to time. Eligibility requirements are also included on the Dual Credit Web page on SFA’s website [http://www.sfasu.edu/1569.asp](http://www.sfasu.edu/1569.asp).

III. **Location of Class:** In most situations, dual credit students will take courses taught on the University campus. Courses taught exclusively on high school campuses or through electronic means shall comply with all Coordinating Board rules and regulations, including but not limited to the Board’s adopted Principles of Good Practice for Academic Degree and Certificate Courses and Credit Courses Offered at a Distance and applicable rules and procedures set forth in 19 Tex. Admin. Code § 4, Subchapter P and Q. Additionally, School will work with University to ensure that the School’s facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction.

IV. **Composition of Class:** University courses may not be taken for high school credit only. Dual credit courses may be composed of dual credit students only, or of dual and college credit students. Exceptions for a mixed class shall only be granted in accordance with Coordinating Board rules.

V. **Faculty Selection, Supervision and Evaluations:** University shall select all instructors of dual credit courses. All Dual Credit Partnership Program courses are taught by regularly employed SFA faculty/instructors. Any exception requires the instructor to meet the same standards, including SACS requirements, and approval procedures used by the University in selecting instructors responsible for the regular offering of the course. Supervision and evaluation of all dual credit instructors shall use the same or comparable procedures used for all instructors/faculty of the university.

VI. **Course Curriculum, Instruction and Grading:** The same policies, regulations and standards for course curriculum, grading, materials, instruction, and method/ rigor of student evaluation that apply to university students will be applicable to high school students participating in the Dual Credit Partnership Program. High school students must abide by all rules and regulations as described under *Academic Regulations* of the most recent University General Bulletin.

VII. **Academic Policies and Student Support Services:** Regular academic policies will apply to courses taken through the Dual Credit Partnership Program. Likewise, all student support services are available to students enrolled in dual credit courses.

VIII. **Advising Strategies:** University and School will establish common advising strategies and terminology related to dual credit and college readiness to be used when advising dual credit students. At a minimum, School will designate at least one employee to be responsible for providing academic advising to a student who enrolls in a dual credit course before the student begins the course. The individual(s) designated will be communicated to University and dual credit participants and be posted on University and School’s respective websites.

IX. **Endorsements:** University will align postsecondary pathways and credentials offered by University with the endorsements described by Texas Education Code §28.025 (c-1) offered by School, and the dual credit courses offered under the Dual Credit Partnership Program that apply towards those endorsements. University will work with School to identify tools, including those developed by the Texas Education Agency, the Texas Higher Education Coordinating Board, or the Texas Workforce Commission, to assist counselors, students and families in selecting endorsements offered by School and dual credit courses offered as part of the Dual Credit Partnership Program.

X. **Transcription of Credit:** University credit will be posted by the Registrar’s Office at the same time as other University students. The high school will make necessary arrangements to receive the grade for those students earning dual credit so it may be posted on the student’s high school record. A numerical grade will be requested from the SFA instructor at the end of each semester. This grade will be reported to the high school by the Dual Credit Coordinator.

a. The grade from the SFA course will be used for completion of high school graduation requirements and college credit.

b. Any grade received in a dual credit course will remain on the student’s SFA transcript permanently.

XI. **Tuition and Fees/Funding:** Participating students shall assume financial responsibility for the cost of tuition, fees, books and other expenses associated with their enrollment. High schools or school districts must make prior arrangements with the University should they assume responsibility for paying expenses incurred by the student(s). All charges are subject to modification by the SFA Board of Regents.

a. The cost for dual credit courses through SFA is currently $86.00 per credit hour.

b. Students will be charged any applicable university and course fees.

XII. **Open Educational Resources:** University and School will consider the use of free or low-cost open educational resources in courses offered under the Dual Credit Partnership Program.
XIII. FERPA Compliance: The parties agree to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, ("Confidential Data") in strict confidence and to use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of the Federal Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g and not to use or disclose Confidential Data except as permitted or required by this Agreement. Neither party shall use Confidential Data of the other party for any purpose other than the purpose for which disclose to that party was made. Parties shall continue to maintain the confidentiality and privacy of the Confidential Data retained in its system after cancellation, expiration or other conclusion of this Agreement. Upon termination, cancellation, expiration or other conclusion of this Agreement, Parties shall return all Confidential Data or, if return is not feasible, destroy any and all Confidential Data. If a party destroys the information, it shall provide the other party with a certificate confirming the date of destruction of the data. Parties shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data. A party shall, within one day of discovery, report to the other party any use or disclosure of confidential information not authorized by this Agreement or in writing by the other party. Following this report, the party will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, the party will furnish a confidential written report to the other party indicating the results of the investigation, what the party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action the party has taken or shall take to prevent future similar unauthorized use or disclosure.

XIV. Title IX: University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University’s sexual misconduct policy and procedures (“Regulations”). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled property, including institutions and entities with whom University places its students, including dual credit facilities. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with University’s Title IX investigation; and, 3) Cooperate fully with all sanctions that University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and immediate termination of business or contractual relationships.

This agreement shall be in effect for five (5) years from the date of last signature below. Upon expiration of the last year, this agreement shall automatically renew for one year on an annual basis unless either party notifies the other of its intent to terminate the agreement. This agreement may be terminated by either party upon sixty (60) days written notice, however any students enrolled under this agreement shall be permitted to complete that semester or term in which they are enrolled. This Agreement will be posted on the University and School’s respective websites.

E-SIGNED by Lorenzo Smith on 2021-11-11 21:02:14 CST

Stephen F. Austin State University Provost/EVP

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