

AGREEMENT FOR THE BLINN COLLEGE DISTRICT DUAL CREDIT PROGRAM

This Agreement for the Blinn College District Dual Credit Program (Agreement) is by and between BLINN COLLEGE DISTRICT, a public community college established under Chapter 130 of the Texas Education Code and a political subdivision of the State of Texas, (College), and:

New Waverly ISD

a Texas Public independent school district and political subdivision of the State of Texas, (District) with an effective date of July 1, 2025 (Effective Date). Individually, the College and the District are referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Texas Education Code (TEC) §§ 28.009, 29.182, 29.184, and 130.008; and 19 Texas Administrative Code (TAC) Chapter 4, Subchapter D and Chapter 9, Subchapter H authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a student for such course; and

WHEREAS, the College and the District desire to establish a dual credit program (Dual Credit Program) to be operated as part of the District's

New Waverly

, high school (School).

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

SECTION 1. GENERAL CRITERIA

A. Blinn College District (College)

1. The College will designate a leadership team to be in charge of the management and supervision of the Dual Credit Program.
2. The College service area includes the following thirteen counties: Austin, Brazos, Burleson, Fayette, Grimes, Lee, Madison, Waller and Washington Counties and parts of Milam, Montgomery, Robertson and Walker Counties.
3. The College will ensure that dual credit courses follow the same quality, sequencing, content, and rigor, as those courses taught to the institution's other students. [Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) standard].

4. In accordance with Applicable Law (as hereinafter defined), the College will offer dual credit courses listed in the current edition of the Texas Higher Education Coordinating Board's (THECB) *Lower Division Academic Course Guide Manual* (ACGM) and *Workforce Education Course Manual* (WECM). Courses offered in each semester shall be determined by the College and agreed upon by the District/School. Courses provided by the College under this Agreement shall be consistent with the educational purpose, mission, and goals of the College and shall be under the direct control of the College. Developmental courses are not available to dual credit students. Kinesiology courses that count towards the high school graduation physical education requirement will not be offered to dual credit students.
5. Dual credit courses may be offered during any semester in a location and classroom mutually agreed upon by the School and College. The College will seek every opportunity to use the available technology as appropriate to support dual credit sites.
6. The District is responsible for ensuring that dual credit courses meet the Texas Essential Knowledge and Skills (TEKS) requirements. A course equivalency crosswalk will be used to equate high school courses with college courses. Such crosswalk identifies the number of credits that may be earned for each course completed through the Dual Credit Program. It will also provide an alignment of endorsements offered by the District and its corresponding dual credit course. As per SB 1276 from 2019, endorsements offered by the District, and dual credit courses offered under the agreement that apply towards those endorsements shall be aligned with postsecondary pathways and credentials at the institution and industry certifications. Information on postsecondary pathways and industry certifications are available on the College website under Degree Programs. The TEA graduation Toolkit offers information on graduation, college and career resources among others, and can be used as a reference by counselors, students, and families. See Appendix F, Dual Credit Course Crosswalk
7. All College prerequisites must be met and all College course sequencing shall be followed.
8. A participating student's satisfactory academic performance in a course provided under the Dual Credit Program shall be determined in accordance with College Board Policy EGA(LOCAL), which is attached in Appendix A.
9. The College reserves the right to set a minimum number of students for enrollment in each course. If this minimum is not met, the College reserves the right to cancel the course.

10. The College strongly encourages dual credit students taking classes online to have an in-school time scheduled to work with a high school proctor.

B. The School

1. The School is responsible for providing a learning atmosphere and classroom facilities comparable to the ones offered on the College campus, regardless of modality of instruction.
2. The School will provide instructional technology and other auxiliary equipment typically used in support of classroom instruction.
3. The School will provide facilities, personnel, and equipment to meet the particular requirements for the online/internet, Interactive Video Conference (IVC). Appendix B describes video class regulations.
4. The School will assign professional-level personnel, as applicable and as agreed upon between the Parties, who will be responsible for identifying, advising, and verifying prospective students' eligibility to participate in the Dual Credit Program in accordance with Applicable Law.
5. The School will assign trained professional-level personnel, as applicable and as agreed upon between the Parties, to assist with College registration functions, including but not limited to, completing and collecting appropriate admissions forms, and collecting student documentation.
6. The School/District will initiate the process for course accommodations due to a disability by providing students with documentation outlining required accommodations and services under an Individual Education Plan (IEP). It is the student's responsibility to provide the IEP documentation from the School/District to the Office of Disability Services (ODS) at the College.

Upon receipt of the School/District IEP documentation from the student, the College's ODS will provide a verification form listing the required classroom accommodations to the student. The student is responsible for presenting the verification form from the College's ODS to the instructor and making the necessary arrangements for accommodations with the instructor. Please note that instructors are not allowed to provide classroom accommodation to a student until appropriate verification from the College's ODS has been provided, therefore, it is critical to complete this process as soon as possible to ensure the student receives accommodations. For additional information, please contact the College's ODS.

7. Whereas the College will follow existing Board of Trustees policies with regard to assigning a grade for College credit in the dual credit courses, if the College grading scale differs from the District's grading scale, the District/School will provide participating students with a comparative document displaying both the College grading scale and the District's grading scale. *See Appendix A.*
8. Although a student may pass a College class with a grade of D, the District/School will be responsible for communicating to students and parents that under 19 TAC § 74.26(c), credit for courses for high school graduation may be earned only if the student received a grade which is the equivalent of 70 on a scale of 100. College personnel will not be expected to communicate with parents. *See Appendix A.*
9. Dual credit students are not affected by the provisions of TEC §51.907. Therefore, dual credit students with Q drops will be recorded as a W and will not be penalized as one of the allowed six-state-drops.

C. Applicable Law

1. The Parties agree to operate the Dual Credit Program and perform their obligations under this Agreement in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (FERPA); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board policies and procedures. The foregoing as set forth in this Section 1.C and any other laws, rules, and guidelines applicable

to the subject matter of this Agreement collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein.

2. The Parties agree:
 - a. To certify that their sites are Americans with Disabilities Act (ADA) compliant;
 - b. To comply with all applicable provisions of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g;
 - c. In all cases, to comply with all federal, state, and local laws applicable to this MOU; and
 - d. To have in place and abide by policy prohibiting discrimination, including harassment, based on sex, race, color, national origin, religion, age, disability, or any other basis prohibited by law.

BLINN COLLEGE DISTRICT NOTICE OF NONDISCRIMINATION

Blinn College District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to the College's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The College's Title IX Coordinator is

Dr. Adrienne McCain, Title IX Coordinator
902 College Avenue
Brenham, Texas 77833
Administration Building Room 219
adrienne.mccain@blinn.edu
979-830-4216

Blinn College District's nondiscrimination policy and grievance procedures can be located at www.blinn.edu/title-ix/index.html. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to <https://www.blinn.edu/title-ix/reporting-information.html>.

The College will investigate all Title IX complaints or concerns that arise in dual credit courses. The College and the District will work collaboratively and timely to share all information necessary in the event of an investigation of a personnel matter. Ownership of the Title IX investigation will depend on the location in which the incident occurred.

BLINN COLLEGE DISTRICT STATEMENT OF NONDISCRIMINATION

The College prohibits discrimination, including harassment, against any employee on the basis of race, color, national origin, religion, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy. For more information, please see College Board Policy DIAB.

BLINN COLLEGE DISTRICT STATEMENT ON PARENTING SERVICES

Any student who, because of their pregnancy or parenting status, may require special arrangements in order to meet the course requirements should contact the Parenting Services Office. Please note that the instructor is not allowed to provide classroom accommodations to a student until verification from the Parenting Services Office has been provided. For additional information, please contact the Parenting Services Office.

SECTION 2. DUAL CREDIT ADMISSION – STUDENT'S REQUIRED ACTIONS

- A. Students may attend the College during the semester in which the student demonstrates readiness for College-level courses or otherwise is eligible in accordance with Applicable Law. The following requirements for admission must be met:
 1. Obtaining written or electronic permission from the high school principal or the principal's designee. All steps for approval are outlined on the Dual Credit Approval Form, as set forth in Appendix C.
 2. Earning a "B" or better average in all high school work attempted or a "C" for WECM trades courses— if the student has a lower average than this, he or she must obtain a written letter from the principal or the principal's designee stating why the College should allow him or her into the course(s). Upon receiving this letter, the College will determine if the student will be allowed to register.
 3. Completing a College Application for admission through ApplyTexas;
 4. Meeting the following requirements of Applicable Law:
 - a. Have satisfied current TSI criteria for dual credit as determined by the THECB. Scores, exemptions, or waivers must be furnished by the District/School or the student on an official document prior to registration. Current eligibility scores and exemptions are available on the College's website (<https://www.blinn.edu/dual-credit/eligibilityrequirements.html>).

- b. **Proof of Bacterial Meningitis Vaccine.** The College, in compliance with TEC § 51.9192, requires the bacterial meningitis vaccination for all new students enrolling in classes after January 1, 2012. Students must provide to the College Enrollment Services Office a certificate signed by a health practitioner indicating they have been vaccinated against bacterial meningitis. This requirement does not apply for students enrolled in the Dual Credit Program who will take classes exclusively at a School facility, or for completely online students. Dual credit students taking classes in-person on any Blinn College Campus must provide proof of the meningitis vaccination. Refer to <http://www.blinn.edu/immunization.html> for detailed information regarding bacterial meningitis.
- B. Students who are enrolled in private or non-accredited secondary schools, or who are homeschooled must meet all admission requirements set forth in this Agreement.

SECTION 3. CLASSES AND SCHEDULES

- A. Prior to the start of each semester, the College will coordinate and finalize the proposed course schedule with the School in a timely manner. To facilitate meeting College faculty and course scheduling deadlines, the School will submit the anticipated number of students per course for the next school year by May 1st prior to the beginning of that school year. The School will submit the proposed course schedule for the next school year by July 20th prior to the beginning of that school year.
- B. All high school students enrolled in a College academic dual credit class will follow the official College calendar regardless of dual credit class location, course instructional modality, or District/School calendar. Neither the College nor the District/School shall cancel a class unless it is absolutely necessary. The cancellations shall be processed through the District/School administration upon consultation between the appropriate representatives of the District/School and the College. If deemed necessary by the College, lost instructional time shall be made up by arrangement with the District/School.
- C. A student participating in the Dual Credit Program may take the number of academic classes permitted by Applicable Law. The College's Dual Credit Program administrator will confer with the School's/District's representative under the Dual Credit Program to confirm such standards. *See also* Appendix C.
- D. Academic dual credit courses must be taught in classes composed (1) solely of academic dual credit students; or (2) of both dual credit students and advanced placement students. In the case of technical classes being approved as an

articulated course, the dual credit class can include a combination of technical dual credit students, college credit students, and/or local articulation students.

- E. In order for the College to provide face-to-face instruction for an academic dual credit course on the School's or another high school campus, the campus must be within a reasonable commuting distance from a College campus, a minimum class size number will be required. The Parties agree that the minimum number of students for a dual credit course in which the instructor is to provide face-to-face instruction may be composed of students from the District/School as well as one or more other school districts or educational institutions. If there are fewer than the minimum number of students required, the Office of Dual Credit Programs will confer with the District's dual credit representative to explore instructional alternatives. The College will not be responsible for and will not provide transportation.
- F. If the College provides face-to-face instruction on the School's campus, students may not take the same course online, except under extenuating circumstances, as determined by the Divisional Dean.

SECTION 4. FACULTY

- A. The faculty assigned to College dual credit courses follow the same requirements for credentialing guidelines posted by the College. Each new dual credit instructor who is a District/School employee or is not otherwise a College employee will be required to follow the same hiring procedures as any College faculty member, which would include, without limitation, completing an application, interviewing, performing a teaching demonstration, credentialing review, and undergoing a background check. All dual credit faculty shall complete an orientation session as required by the College and the academic division.
- B. Approved District Dual Enrollment Faculty teaching Dual Enrollment courses will do so as part of their regular high school teaching assignment and will be responsible for following all applicable District, School, and College regulations and procedures.
- C. The faculty teaching dual credit courses will be compensated as set forth in Section 6, below.
- D. The College's academic leadership will have the responsibility for the oversight, supervision, administration, and evaluation of the instructional delivery provided by each instructor teaching a dual credit course under this Agreement. These responsibilities include, but are not limited to, faculty credentialing, curricular discussions, and assessment/evaluation activities including course evaluation and program/course assessment processes. The responsibilities set forth in this

Section 4.B. does not alter that employment status of any Party's personnel, create liability for either Party, or negate the requirement of an employee of either the College or the District to comply with the policies of that employee's employer.

SECTION 5. FACILITIES

- A. Per SACSCOC accreditation guidelines, dual credit courses are offered in adequate physical facilities, whether under the control of the College or under the control of the School. The College will assess the facility prior to the beginning of instruction and periodically review facilities to ensure compliance.
- B. College and District/School representatives at each site will assess the facilities, determine the class size, and select the instructional modality.

SECTION 6. FINANCIAL AID FOR SWIFT TRANSFER (FAST) PROGRAM

The state of Texas has created the Financial Aid for Swift Transfer (FAST) program which provides funding to colleges so they can offer dual credit courses to educationally disadvantaged students at no cost to these students. The Texas Education Code (TEC) defines "educationally disadvantaged" as those students eligible for the national free/reduced price lunch program. These students are referred to as FAST eligible students.

Students are "eligible students" under the FAST program if they (1) are enrolled in an eligible dual credit course at a public school district or charter school and (2) were qualified for free/reduced-price lunch in any of the four school years before enrolling in the dual credit course. By statute, the FAST program requires that FAST eligible students at participating institutions incur no cost for their dual credit coursework. A FAST eligible student will not pay tuition and fees for an eligible dual credit course. Books, supplies, and other course materials must also be provided at no cost to a FAST eligible student.

Dual Credit Courses eligible for FAST funding are those offered through either TEC, Section 130.008, Courses for Joint High School and Junior College Credit (see Texas Administrative Code, Chapter 4, Subchapter D, Rules 4.81–4.85), or other courses offered by a public institution of higher education for which a high school student may earn credit. By statute, the courses must also satisfy at least one of the following:

- A requirement necessary to obtain an associate degree or an industry-recognized credential or certificate (using the definition of industry-recognized credential or certificate that is established for other parts of House Bill 8)
- A foreign language requirement at an institution of higher education

- A core curriculum requirement
- A field of study requirement

Eligibility for the FAST program is determined by the Texas Higher Education Coordinating Board (THECB). Each semester, the College is required to submit a roster of dual credit students to THECB for verification of FAST eligibility. In order to prepare and submit this roster, the District/School agrees to identify and verify to the College the students enrolling in the Dual Credit Program that meet the eligibility requirements for the FAST program. This verification shall occur by August 5th.

Students are eligible to enroll at no cost in a dual credit course under the FAST program if the student meets the following:

1. Is enrolled in high school in a school district or charter school.
2. Is enrolled in a dual credit course at a participating institution of higher education.
3. Was educationally disadvantaged at any time during the four school years proceeding the student's enrollment in the dual credit course described herein.

The Parties will work together to verify FAST-eligible students and dual credit eligibility for each student enrolling in the Dual Credit Program. For Non-FAST eligible students enrolled in dual credit courses, the student will be charged \$56.87 per scheduled credit hour per course or the State of Texas approved tuition rate for the current academic year.

The District/School will be responsible for incurring all remaining educational costs for eligible FAST students enrolled in dual credit courses. These costs may include course fees, lab fees, instructional aids, Course materials, textbooks, supplies, and credentialing fees.

The Parties will work together to develop and provide information to students and parents about the FAST program.

SECTION 7. TUITION

Students enrolled in dual credit courses under the Dual Credit Program will pay tuition for ACGM and WECM dual credit courses in accordance with the option(s) below:

- X Option 1: IF, an instructor who is a College or District employee provides dual credit instruction regardless of location or modality; THEN, a NON-FAST student enrolled in the Dual Credit Program will

pay the State of Texas approved tuition rate for the current academic year.

X

Option 2: IF, a qualified and approved instructor employed by the District is utilized for a course and the College does not pay the selected instructor a faculty overload rate; **THEN**, a NON-FAST student would only pay \$20 per credit hour (e.g. \$60 for a three (3) credit hour course, or \$80 for a four (4) credit hour course). Additionally, under this option, the District will receive a reimbursement of service payment of \$500 for each course section of dual credit. A minimum of eight (8) students are required for each course in the Dual Credit Program

X

Option 3: IF, a qualified and approved instructor employed by the District is utilized for a technical (WECM) dual credit course and the College pays no compensation to the instructor; **THEN**, the tuition for each student enrolled in that course are waived (e.g. there is NO COST to the student for a College technical dual credit course taught on a high school campus by a high school instructor).

***During the Term (as hereinafter defined) of this Agreement, the credit hour tuition and fees are subject to change as established by the College's Board of Trustees or the State of Texas.**

SECTION 8. COLLEGE FACULTY COMPENSATION

- A. Full-time College faculty will be compensated per their contract.
- B. College adjunct instructors will be compensated based on the rate for the course.

SECTION 9. SYLLABUS, CURRICULUM, SUPPLIES, AND TEXTBOOKS

- A. In accordance with THECB regulations and SACSCOC, Dual Credit instruction must be the same curriculum, materials, grading, and rigor in all College classes regardless of location or modality.
- B. A College Common Syllabus must be posted in Concourse for each dual credit course. The syllabus must contain the same elements of the master course syllabi including, but not limited to course outcomes, course materials, course requirements, College policies and instructors' course policies, as well as a schedule.
- C. Dual Credit courses will use identical or equivalent textbooks, as the courses offered on campus. The College is not responsible for providing textbooks for

students. As per HB 3650 (87th Legislature, 2019), the District/School and the College will consider the use of free or low-cost open educational resources in courses offered under this agreement. These resources will be reviewed periodically and collaboratively by academic personnel from the College and District/School.

- D. As of August 2024, the College is an active participant in the Financial Aid for Swift Transfer (FAST) program. Students that are not eligible for Financial Aid for Swift Transfer (FAST) funds will be responsible for purchasing any required textbooks or additional resources required for the class(es). Students identified as FAST eligible will not incur the cost of required textbooks or additional resources required for the class(es). Cost of books and additional resources will be provided by the District.

SECTION 10. LIBRARY AND LEARNING RESOURCES

Dual credit students and instructors may use the library resources offered by the School or any of the College Campuses. Students also have access to the College's online library resources. Circulation privileges and other services available to students and instructors who are part of the Dual Credit Program are identical to those provided to all College students and instructors.

SECTION 11. ACADEMIC ADVISING AND STUDENT SUPPORT SERVICES

A. Advising

1. The College will provide adequate instructional support services, including advising and counseling, to meet the needs of dual credit students. The parties shall take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual enrollment course before beginning the course. Appendix G establishes common advising strategies and terminology related to dual credit and college readiness.
2. In active collaboration with the College, the District/School shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences.

3. The designated academic advising contact for dual credit for the College is:

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

- B. Support Services—Dual credit students may use the computer labs, writing centers, and learning centers on any of the College's campuses.

SECTION 12. STUDENT CODE OF CONDUCT

- A. Dual credit students must comply with College policies and procedures including, the Student Code of Conduct as outlined in the *College Catalog*. (<http://catalog.blinn.edu/>)
- B. Students must comply with the College's academic regulations as it relates to academic integrity. (<http://catalog.blinn.edu/content.php?catoid=4&navoid=118#scholasticintegrity-faculty-responsibility-and-student-rights>)
- C. If a student is asked to leave the classroom because of uncivil behavior, the student may not return to that class until the student arranges a conference with the instructor; it is the student's responsibility to arrange for this conference. For more information on incivility protocol, please consult Board Policy, FLB.

SECTION 13. FUNDING AND PAYMENT

- A. Tuition and fee payments in the amounts set forth in Section 6 are due from students at registration. A payment plan is available upon request. Payment is required by the stated due date; all tuition and fees must be collected and remitted to the College prior to the beginning of classes. Failure to pay by the due date will result in the student being dropped from classes.
- B. Financial Aid is not available to dual credit students. The Higher Education Technical Amendments of 1987 (P.L. 100-50) states, "A student who is enrolled in an elementary or secondary school is not eligible for Title IV assistance for any courses taken at the postsecondary level for the same period" [Compilation of Federal Regulations (CFR) 668.7(a)(2)].
- C. The state funding for dual credit courses will be available to both the District /School and the College based on the current funding rules of TEA and the THECB. The College may only claim funding for students receiving college credit in core curriculum, career and technical education, foreign language dual credit courses, and classes in a Field of Study or Program of Study.

- D. If a student requests to take a class more than twice, he or she will be responsible for the tuition for that course and \$ 50.00 per semester hour for the course. Technical courses and FAST-eligible students are exempt from this fee. (see Blinn *College Catalog* – College Expenses)
- E. The College is not responsible for the transportation of dual credit students.

SECTION 14. RECORDS AND REPORTING

- A. Class Rosters. The College will provide class rosters (listing the names and grades in a numerical format of dual credit students completing the course) to the School at the close of each semester.
- B. Student Records; Record Retention; FERPA. In accordance with Applicable Law, each Party will maintain student records and as may be necessary or advisable to operate the Dual Credit Program; provide the other Party copies of the grades, progress, informational data on student progress and assessment, and information required to establish eligibility to participate in the FAST program. Both Parties will be responsible for maintaining student records and records pertaining to the Dual Credit Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the dual credit students with respect to educational records and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.
- C. Transcription of Credit. For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (h)]

SECTION 15. CONFLICT RESOLUTION

The Parties agree to resolve issues that may arise in the course of this partnership and shall act reasonably and in good faith in the event a conflict or disagreement should arise in the interpretation or implementation of the obligation, terms, and/or responsibilities of the Parties to this Agreement. Throughout the conflict resolution process it is important to balance the need to be responsive to the District's instructional needs as well as the College's responsibility to provide a quality dual credit program while also maintaining accreditation.

Conflicts should be resolved at the lowest level possible with an understanding that, if no agreement is reached, there is a procedure for advancing the conflict through each Party's organization. The key approach will be to maintain communications with early discussion sought on issues/conflicts and solutions summarized in writing after each discussion. In order to be collaborative, the College must be able to communicate with the administrators on campus in which the dual credit students/programs are present.

Each Party shall designate an administrative liaison for the purpose of resolving concerns at both the campus (liaison must be Principal or other designated campus administrator) and College level (Director, Dual Credit Programs). If a resolution is not found at that initial level, the conflict resolution process shall move to a designated District level administrator (such as a District Director or Assistant Superintendent of Instruction) and a designated College level administrator (Director, Prospective Student Relations and Enrollment Management). If the conflict continues then the process shall proceed to the District Superintendent and the Vice Chancellor, Student Affairs of the College. If a resolution is not found through those initial levels, a request may be made that the matter be handled through the Parties' respective legal counsel.

SECTION 16. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall commence upon the Effective Date (Commencement Date) and shall expire on the last day of the second summer semester of 2027 (Expiration Date). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party's signing the Agreement is approval of the Agreement by that Party's governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as the "Initial Term." Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, this Agreement may be extended for a renewal term (Renewal Term). As used in this Agreement, the word "Term" shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this Agreement as set forth herein.
- B. Termination. This Agreement may be terminated with or without cause by either Party upon providing written notice to the other Party no later than sixty (60) days prior to the end of the current semester with the termination date being the last day of school under the College's calendar for that semester. Notwithstanding the foregoing, no termination shall take effect with regard to students already enrolled in the Dual Credit Program until such time as those students have completed their dual credit courses.

SECTION 17. GENERAL CONTRACT TERMS

- A. Entire Agreement. This Agreement, including the Recitals, the Appendices, and any exhibits, all of which are incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that in entering into and executing this Agreement the Parties rely solely upon the representations and agreements contained in this Agreement and no others.
- B. Amendments. This Agreement may be modified and amended only by written signatures of both Parties, and any such modification or amendments shall be attached to and become a part of this Agreement.
- C. Governing Law; Venue This Agreement and the rights and obligations herein shall be performable under, governed by, and interpreted in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Washington County, Texas for any action under this Agreement.

Notice. All notices hereunder by either party shall be in writing and delivered (1) personally; (2) by certified or registered mail, return receipt requested; (3) by overnight courier; (4) by facsimile or other electronic means including electronic mail; or (5) or any manner permitted under the Texas Electronics Transactions Act. Such notice shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, postage prepaid, or when received addressed as follows:

College:

Blinn College District
902 College Avenue
Brenham, Texas 77833

School District:

Name: New Waverly ISD
Address: 355 E. Front St.
City, State, Zip Code: New Waverly, Texas 77358

Contact: Shannon Williford

Contact: Darol Hall

or to such other persons or places as either party may from time to time designate by written notice to the other.

- D. Relationship of the Parties. In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other (notwithstanding the foregoing, employees of the District may teach college courses as adjunct professors of the College or through some other teaching arrangement, if such arrangement is approved in advance by the Parties). This Agreement does not create a partnership or joint venture between the parties hereto, nor does it authorize either Party to serve as the legal representative or agent of the other. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. Neither party shall have control over the other party with respect to its hours, times, employment, etc. The Parties acknowledge and agree that no Party will be liable for the activities of another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.
- E. No Waiver. No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege. By entering into the Agreement, neither Party waives any immunity to which that Party is entitled under applicable law.
- F. Assignment. Neither Party may assign its interest in the Agreement without the prior written consent of the other Party. Any such assignment made without such prior written consent shall be void.
- G. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- H. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- I. No Third Party Rights. This Agreement is made for the sole benefit of the College and the District and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

J. Counterparts; Electronic Signatures; Electronic Transmissions. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals. The Parties consent to receive documents, information, and notices via electronic mail.

SECTION 18: LIST OF APPENDICES

The following appendices are attached to and incorporated into this Blinn College Dual Credit Program Agreement:

- Appendix A: Board Policy EGA(LOCAL) and Current College Procedures for Grading and Credit
- Appendix B: Dual Credit Approval Form
- Appendix C: Notice of Reimbursement of Services
- Appendix D: Dual Credit Course Crosswalk
- Appendix E: Advising Terminology
- Appendix F: Dual Credit Statewide Goals

EXECUTED BY THE PARTIES as of the Effective Date of 7/31/2025, 2025 by:

BLINN COLLEGE DISTRICT

Mary Hensley, Ed.D., by Leighton Schubert,
signature authority for the Chancellor
of the Blinn College District

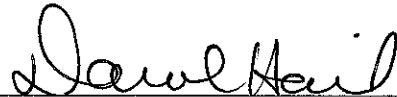
Mary Hensley, Ed.D.

Chancellor

Date: 7/31/2025

New Waverly High School

Name of School



Darol Hail

Superintendent

Date: 7/29/2025