

**Dual Credit Partnership Agreement
2026-2027**

Parties

A Dual Credit Partnership Agreement (“Agreement”) among Trinity Valley Community College (“TVCC”) and Mabank Independent School District (“District”) and is designed to allow high school students at Mabank High School (“High School”) to earn dual high school and college credit with TVCC.

Purpose and Background

In accordance with the rules and regulations of the Texas Higher Education Coordinating Board (THECB), TVCC offers college credit courses in TVCC’s approved core curriculum and career technical education courses for dual credit high school students. If the District approves these college courses for dual credit, as verified on the Dual Credit/Concurrent Registration Form presented upon enrollment in TVCC courses, high school students meeting TVCC admission requirements may enroll in these courses and may receive college and high school credit simultaneously. For additional information regarding TVCC dual credit policies, please see the TVCC Board Policy GH (LEGAL).

In order to assure the quality of dual credit courses and to facilitate communications and understanding between the District and TVCC, the following conditions of this Agreement are required:

I. Term

This Agreement shall be in effect for the 2026-2027 academic year. The parties may extend or renew this Agreement upon mutual agreement.

II. TVCC Dual Credit Program Goals Aligned to THECB State Dual Credit Goals

STATE DUAL CREDIT GOALS	TVCC DUAL CREDIT GOALS
<p>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.</p> <p>Measures of Implementation: Examples of items to include in the documentation:</p> <ul style="list-style-type: none"> ➤ Collaboration between ISDs and IHE partner(s) to host informational sessions for students and parents on dual credit opportunities, benefits, and cost ➤ ISD and IHE dual credit webpages reflect the most current dual credit program information including enrollment and fee policies ➤ Hosting dual credit 101 sessions for high school counselors 	<p>Goal 1: The TVCC dual credit program’s achievement of enrollment in postsecondary education goal is to increase dual credit academic course enrollment and career technical education course enrollment by 5% by 2027. Outreach efforts to inform students and parents of the benefits and costs of dual credit are a major part of this goal. (TVCC Dual Credit Administrative Outcomes)</p> <p>Measures of Implementation:</p> <ul style="list-style-type: none"> ➤ Parent Night and Student Presentations ➤ The website is updated often to reflect policies, rules, and fee policies ➤ Counselor meetings are held throughout the year for all service area ISDs and homeschools

- Collaboration between ISDs and IHE partner(s) on a marketing campaign
- Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted

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

Metric: Examples of items included in the analysis:

- Student enrollment in postsecondary after high school
- Time to degree completion
- Semester credit hours to degree
- Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student subpopulation.

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.

Metric: Examples of items included in the analysis:

- Student enrollment in postsecondary after high school
- Time to degree completion
- Decrease in excess number of semester hours beyond required hours to degree completion
- Analysis of measures in enrollment and degree completion, disaggregated by student subpopulation.

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

- Dual credit Associate Vice President presents to school boards when requested
- Dual credit Associate Vice President and/or Director meet with ISD administrators about dual credit programs
- TVCC Dual Credit creates marketing materials to be shared with the ISDs
- The Dual Credit office maintains a record of visits and activities, which is available upon request

Goal 2: The TVCC dual credit program's successful transition to and acceleration through postsecondary education goal is to increase dual credit AA, AAS, or certificate completion by 5% by 2027. (2025-2030 TVCC Strategic Plan, Goal 1, Action Area: Workforce, Dual Credit, and TDCJ and TVCC Dual Credit Administrative Outcomes)

Metric:

- Student enrollment in postsecondary after high school is tracked through THECB and internal data
- Time to degree completion is tracked through internal data
- Semester credit hours to degree are tracked through internal data
- Analysis of measures in enrollment in persistence through postsecondary education, disaggregated by student subpopulation is tracked through internal data
- The Dual Credit office performs transcript audits to determine hours to degree and graduation options
- Dual credit office performs student advising with dual credit high school students per THECB rules

Goal 3: The TVCC dual credit program development of an effective bridge between secondary and postsecondary education is to increase college preparatory courses and/or college readiness scores by 5% by 2027 (2025-2030 TVCC Strategic Plan, Goal 1, Action Area: Academic Success and TVCC Dual Credit Administrative Outcomes)

<p>Metric:</p> <ul style="list-style-type: none"> ➤ Analysis of performance in subsequent coursework 	<p>Metric:</p> <ul style="list-style-type: none"> ➤ Student enrollment in postsecondary after high school is tracked through THECB and internal data ➤ The Dual Credit office performs transcript audits to determine time to degree completion and graduation options ➤ Dual credit office performs student advising to establish a plan of enrollment for efficient use of courses in order to decrease the excess hours to completion ➤ The Dual Credit office maintains the college prep MOU and advises ISDs on the college prep program ➤ TVCC maintains a Partnership with Texas College Bridge ➤ TVCC provides student support services for all dual credit students, as do the ISDs <p>Goal 4: The TVCC dual credit students' performance in college-level coursework goal is to increase dual credit academic course completion and career technical education course completion by 5% by 2027. (2025-2030 TVCC Strategic Plan, Goal 1, Action Area: Workforce, Dual Credit, and TDCJ and TVCC Dual Credit Administrative Outcomes)</p> <p>Metric:</p> <ul style="list-style-type: none"> ➤ The Dual Credit office analyzes enrollment, completion, and success data by school district, course, student, instructor, and mode of delivery.
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III. Eligible Courses

1. Courses eligible for the awarding of TVCC dual credit for high school students are limited to those within the TVCC core curriculum, TVCC career technical education courses, or TVCC foreign language courses. These courses are identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) or as college-level technical courses in the current edition of the Workforce Education Course Manual (WECM). [TAC 19, Part 1, Chapter 4, Subchapter 0, § 4.85, (i)(2)]

2. Freshman and Sophomore high school students will be limited to enrolling in courses outlined in the “9th and 10th grade approved Dual Credit courses list.” Refer to the TVCC dual credit website for an updated listing of eligible courses.
3. Courses eligible for the awarding of TVCC dual credit for high school students must be applicable to a TVCC certificate or degree.
4. The TVCC Guide for Potential Dual Credit Courses provides a crosswalk between secondary and postsecondary dual credit courses and will be provided to the district upon request.

IV. Defined Sequence of Courses and Curriculum Alignment

1. The defined sequence of courses for an Associate of Arts (AA) and Associate of Applied Science (AAS) degree is contained within the TVCC-approved core curriculum. A defined sequence of courses for career technical education program certificates will be provided to the District upon request.
2. The dual credit department will review and compare the Texas Essential Knowledge and Skills (TEKS), Lower Division Academic Course Guide Manual (ACGM) and the Workforce Education Course Manual (WECM) to determine the course credits that can be earned by dual credit students.
3. Below is the TVCC recommended sequence of courses for an AA. District is given the freedom to make course substitutions or sequence changes as long as the course substitutions stay within the TVCC Core Curriculum and the sequence changes satisfy all pre-requisites and do not violate the TVCC list of courses allowed for 9th and 10th graders.

Grade	TVCC Courses	High School Courses
9 th Grade	BCIS 1305 (3 SCH)	Business Information Management I (1credit)
	EDUC/PSYC 1300 (3 SCH)	College Transition (1 Credit)
	ARTS 1301 (3 SCH) ARTS 1303 (3 SCH) or MUSI 1306 (3 SCH) MUSI 1310 (3 SCH)	Art I (1 Credit) Music Theory (1 Credit)
	SPCH 1315 (3 SCH)	Speech (1 Credit)
10 th Grade	HIST 1301 and 1302 (6 SCH)	US History (1 Credit)
	PSYC 2301 (3 SCH)	Psychology (1/2 Credit)
	SOCI 1301 (3 SCH)	Sociology (1/2 Credit) Special
	Govt 2305 (3 SCH)	US Government (1/2 Credit)
11 th Grade	ENGL 1301 and 1302 (6 SCH)	English III (1 Credit)
	BIOL 1406 (4 SCH) & BIOL 1407 (4 SCH) or BIOL 1408 (4 SCH) & BIOL 1409 (4 SCH)	Scientific Research and Design (1 Credit)
	MATH 1314 (3 SCH) & MATH 1342 (3 SCH)	Independent Studies (1 Credit)
12 th Grade	ENGL 2322 (3 SCH) & ENGL 2323 (3 SCH) or HUMA 1301 (3 SCH)	English IV (1 Credit)
	GOVT 2306 (3 SCH)	Texas Government
	ECON 2301 (3 SCH)	Economics (3 SCH)

V. Student Eligibility, Enrollment and Attendance

1. High School students must meet all eligibility requirements set forth in the THECB Rules. All eligibility requirements set forth herein are subject to the THECB Rules and, in the event of conflict, the THECB rules govern and apply.
2. To be eligible for enrollment in dual credit courses offered, students must be enrolled as a high school student. Academic eligibility requirements include demonstration of college readiness as evidenced by achieving the minimum passing standards of the Texas Success Initiative (TSIA2) as outlined in TAC 19, Part 1, Chapter 4, Subchapter C, §4.57 and TAC 19, Part 1, Chapter 4 Subchapter D, §4.85.
3. TSI Cut Scores for College Readiness: (BEFORE January 11, 2021)

Mathematics	Minimum of 350 to 390
Reading	Minimum of 351 to 390
Writing	Minimum of 340, and an essay of at least 4

TSI Assessment, v2 (TSIA2, (administered AFTER January 11, 2021)

Mathematics	Minimum of 950 Below 950 must have a diagnostic level of 6
English Language Arts Reading (ELAR)	Minimum of 945 and an essay of at least 5; Below 945 must have diagnostic level of 5 or 6 and an essay score of at least 5

Note: You may mix passing scores from the old TSIA and TSIA2. For example, if you passed reading and writing on the TSIA, and are incomplete in Math only, you may take only the math portion of the TSIA2. However, Reading and Writing are combined into one assessment in the TSIA2, so if you passed Reading only or Writing only prior to 01/11/2021, you must take the entire ELAR TSIA2 assessment.

In accordance with TAC 19, Part 1, Chapter 4 Subchapter 0, §4.85, a high school student is also eligible to enroll in dual credit courses that are TSI liable in reading, writing, and/or mathematics by achieving one of the following exemptions:

ACT (Prior to February 15, 2023):

English	Composite score of 23, minimum of 19= TSI exempt in both reading and writing
Mathematics	Composite score of 23, minimum of 19= TSI exempt in mathematics

ACT (After February 15, 2023):

English and Reading	Combined score of 40 on the English and Reading tests shall be exempt for both reading and writing or ELAR sections of the TSI assessment
Mathematics	A score of 22 on the mathematics test shall be exempt for the mathematics section of the TSI assessment. There is not composite score.

SAT (Prior to March 2016):

Critical Reading (formerly "verbal")	Combined Critical Reading & Mathematics of 1070, minimum of 500= TSI exempt in both reading and writing
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Mathematics	Combined Critical Reading & Mathematics of 1070, minimum of 500= TSI exempt in mathematics
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OR SAT (After March 5, 2016):

Evidence-Based Reading & Writing	Minimum of 480 = TSI exempt in both reading and writing
Mathematics	Minimum of 530 = TSI exempt in mathematics

NOTE: Mixing or combining scores from SAT administered prior to March 5, 2016 and the SAT administered on or after March 5, 2016 is not allowable.

STAAR EOC: (Prior to May 16, 2024)

Algebra I	Level 2 (4000) & passing grade in high school Algebra II = exempt in mathematics
Algebra II	Level 2 (4000) = TSI exempt in mathematics
English II	Level 2 (4000) = TSI exempt in both reading and writing

PSAT/NMSQT (Prior to October 15, 2015)

English	Combined Reading & Mathematics of 107, minimum of 50 = TSI exempt in both reading and writing
Mathematics	Combined Reading & Mathematics of 107, minimum of 50 = TSI exempt in mathematics

PSAT/NMSQT (After October 15, 2015 but Prior to May 16, 2024)

Evidence-Based Reading & Writing	Minimum of 460 = TSI exempt in both reading and writing
Mathematics	Minimum of 510 = TSI exempt in mathematics

NOTE: Mixing or combining scores from PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered on or after October 15, 2015 is not allowable.

PLAN:

English	Composite score of 23, minimum 19 = TSI exempt in both reading and writing
Mathematics	Composite score of 23, minimum 19 = TSI exempt in mathematics

ACT ASPIRE:

English	Composite score of 23, minimum of 19
Mathematics	Composite score of 23, minimum of 19

4. Freshman and sophomore level high school students must adhere to the following procedure for dual credit enrollment.

Freshman & Sophomore Academic Enrollment Procedure:

- a. Students must be TSIA2 ENGL complete (i.e. SAT, ACT, STAAR, TSIA2)
- b. Students must possess a high school GPA of a 3.0 or above shown on a HS transcript.
- c. Students must meet all TVCC admission requirements
- d. Students will be limited to enrolling in those courses approved by TVCC for 9th and 10th grade students.
- e. Students must meet any TSI requirements required for selected courses.

For the 2025-26 school year, TVCC will conduct a trial modification to the Freshman and Sophomore Academic Enrollment Procedure. During this period, TVCC will remove V.4(a) and V.4(b) above. This will allow 9th and

10th grade students to enroll in TVCC courses that are not TSIA2 blocked and that appear on the 9th and 10th grade approved courses list without having to submit passing TSIA2 scores. It will be the responsibility of the District to determine if a student is mature enough and academically prepared for college level classes. After 1 full school year (Fall 2025 – Summer 2026) data from the 2024-25 and 2025-26 school years will be compared to determine if the modification will become policy, which shall be determined in TVCC's total discretion. Final determination on the continuation of this program will be made after all data collected from the 2025-2026 school year can be evaluated. All ISDs will be made aware of this determination and any ramifications thereof within a timely manner.

Freshman & Sophomore Workforce Enrollment Procedure:

- a. Students must meet all TVCC admission requirements
- b. Students will be limited to enrolling in those courses approved by TVCC for 9th and 10th grade students.

Student must provide all of the following documentation:

- a. College readiness (TSI, ACT, SAT, PSAT/NMSQT) test scores for academic courses
- b. Copy of high school transcript
- c. Copy of immunization record/waiver that meets TVCC and/or state law requirements if attending classes on a TVCC campus.

TVCC's Enrollment Exception Procedure consideration is given to:

- a. Students who possess a high school and a TVCC GPA of a 3.0 or above on a 4.0 scale
 - b. Students who provided a copy of the CURRENT high school transcript while enrolling
5. To the extent that District and TVCC agree to a Dual Credit Partnership Agreement related to cosmetology, the terms of same are attached hereto as Appendix 3 and incorporated fully herein by reference. The terms of this Agreement shall apply to the Appendix. To the extent of any conflict between the Agreement and Appendix, the Appendix will control as to the cosmetology program.
 6. To the extent that District and TVCC agree to a Dual Credit Partnership Agreement related to welding, the terms of same are attached hereto as Appendix 4 and incorporated fully herein by reference. The terms of this Agreement shall apply to the Appendix. To the extent of any conflict between the Agreement and Appendix, the Appendix will control as to the welding program.
 7. To the extent that District and TVCC agree to a Dual Credit Partnership Agreement related to health science, terms of same are attached hereto as Appendix 5 and incorporated fully herein by reference. The terms of this Agreement shall apply to the Appendix 5 and incorporated fully herein by reference. The terms of this Agreement shall apply to the Appendix. To the extent of any conflict between the Agreement and Appendix, the Appendix will control as to the health science program.
 8. To the extent that District and TVCC agree to a Dual Credit Partnership Agreement related to automotive, terms of same are attached hereto as Appendix 6 and incorporated fully herein by reference. The terms of this Agreement shall apply to the Appendix 6 and incorporated fully herein by reference. The terms of this Agreement shall apply to the Appendix. To the extent of any conflict between the Agreement and Appendix, the Appendix will control as to the automotive program.
 9. Dual Credit students are limited to 18 semester credit hours (SCH) per 16-week semester and 6 semester credit hours (SCH) per 6-week semester. In the event that a dual credit student wishes to enroll in more than 18 SCH or 6 SCH, refer to the TVCC Enrollment Exception Procedure located above. When combining 16WK and 8 WK courses in one semester, it should be kept in mind that

the workload is doubled in that timespan. This should be considered when requesting courses. Final decisions on appropriate combined 16WK and 8WK courses will be made by TVCC. See TVCC Dual Credit Counselor Handbook for more information.

10. Prospective dual credit students must complete the TVCC admission process prior to registration. The application may be submitted via the online TVCC application <https://apply.tvcc.edu/>. Students must also submit a bacterial meningitis shot record (within the past 5 years) or the State of Texas vaccination waiver for admission if attending a class on a TVCC campus.
11. Prospective dual credit students must submit the TVCC Dual Credit/Concurrent Registration Form signed by the student, parent or legal guardian, and high school counselor or principal each semester. The TVCC Dual Credit/Concurrent Registration Form must be presented or on file at TVCC at the time of registration. The registration form is available at (a) the high school counselor's office, (b) on the TVCC Dual Credit website or (c) the Athens TVCC Dual credit office.
12. High school students taking TVCC courses for dual credit will be treated as college students. High school students taking TVCC courses for dual/concurrent credit will conduct themselves as college students. A collegiate classroom environment will be maintained for all dual credit classes. The level of maturity of the high school student should be one of the criteria for approval considered by the high school officials.
13. Dual credit students on academic probation are those with less than a 2.0 cumulative GPA (or C average) in TVCC courses. Both the students and the ISD will be notified of the students on Scholastic Probation. Students who advance to Scholastic Suspension may be required to participate in a TVCC Student Support class. Students not participating may be required to meet with representatives of TVCC to determine continued dual credit participation. This decision will be made in collaboration with the ISD.
14. The awarding of high school credit for graduation is at the discretion and approval of the district and should be indicated on the TVCC Dual Credit/Concurrent Registration Form.
15. Attendance is a critical component of dual credit success. It is the student's responsibility to notify the instructor of any absences due to illness, school activities, etc.
16. District will submit TVCC Dual Credit application and registration materials each semester no later than two weeks prior to the start of class for new students and one week prior to the start of class for returning students. Permission for registration after the above dates, due to extenuating circumstances, may be granted by the Vice President of Instruction of TVCC at his/her sole discretion.
17. A high school student taking TVCC classes for college credit only is considered a "concurrent student." TVCC will only enroll concurrent students with the recommendation of the District. All enrollment must be submitted by a high school representative through normal TVCC dual credit enrollment procedures. Concurrent students do not qualify for dual credit tuition waivers.

VI. Student Composition of Class

1. Dual credit courses may be comprised of dual credit high school students only or co-mingled dual credit high school and college credit students. Exceptions for mixed classes, which would also include high school credit-only students, may be allowed only under one of the following conditions:
 - a. If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer course.

- b. If the high school credit-only students are College Board Advanced Placement (AP) students or International Baccalaureate (IB) students., or
- c. If the course is a career technical education course and the high school credit-only students are earning articulated college credit. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (8)(d)]

VII. Faculty Qualifications, Selection, Supervision, and Evaluation

1. TVCC controls all aspects of its educational programs. Each educational program for which college credit is awarded must be approved by the college administration. Using the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) Principles of Accreditation requirements, TVCC will approve and/or experiential credentials to deliver college-level course content with high quality and effectiveness. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e) (1)]
2. To be qualified and/or approved to serve as an instructor for TVCC, minimum educational and experiential criteria are required commensurate with the type of course being taught and the level of program(s) in which the course is included.
 - a. Instructors of academic transfer courses offered for dual credit must provide official transcripts reflecting a master's degree with at least 18 graduate hours successfully earned in the teaching discipline. Degrees and graduate credit hours held by faculty members, whether full-time or part-time, must have been earned at a U.S. regionally accredited institution. [Southern Association of Colleges and Schools, Principles of Accreditation, 6.2.a (Faculty Qualifications)]
 - b. Instructors of career technical education courses offered for dual credit must provide official transcripts reflecting either a minimum of a bachelor's degree in the teaching discipline, or an associate degree with demonstrated competencies (three years non-teaching work experience) in the program discipline. Minimum educational/experiential requirements for career technical education courses are determined by the TVCC program/award level in which the course is taught. Degrees and graduate credit hours held by faculty members, whether full-time or part-time, must have been earned at a U.S. regionally accredited institution. [Southern Association of Colleges and Schools, Principles of Accreditation, 6.2.a (Faculty Qualifications)]
3. The TVCC Dual Credit Liaison, under the direction of the Associate Vice President of Dual Credit, is the official college contact for all instructional content for college courses taught for dual credit. All course content, learning outcomes and instructional objectives will be consistent and comparable with courses taught on the College campus. All instructors are required to post a syllabus that addresses instructional objectives and/or intellectual competencies on the TVCC website by the TVCC deadline. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)]
4. Faculty teaching college courses for dual credit are expected to:
 - a. Carefully review the schedules provided by the Dual Credit Office before registration begins. Questions regarding the courses for which students are to be registered should be directed to the TVCC dual credit office on or before the due date for student enrollment.
 - b. Teach assigned classes according to TVCC approved course syllabi, maintain college rigor, and outline competencies associated with the course. Course content must align with TVCC learning objectives. TVCC pathways, course sequences and content are determined solely by TVCC and may not be altered without TVCC approval.
 - c. Provide each student with a syllabus that explains the expectations of the instructor, learning outcomes, attendance policy, and other relevant course information (Examples:

required class materials, outside assignments, course prerequisites, etc.). The syllabus should be developed using the most current TVCC syllabus template and conform to college standards and will be reviewed by the TVCC division chairperson. All syllabi are to be posted to the TVCC syllabus system for inclusion in the TVCC course schedule by the TVCC deadline.

- d. Regularly check and maintain accurate attendance records for student enrollment in the course. **If a student's name does not appear on the TVCC My Cardinal Connect class roll, the student is ineligible to attend class and they will NOT be eligible to receive a grade from TVCC for the course.** If a student attending the course does NOT appear on the TVCC My Cardinal Connect class roll, notify the Dual Credit office as quickly as possible BEFORE the end of the second week of the semester.
- e. Notify the District Administrator as early as possible of an inability to meet a class.
- f. Report any violations to the TVCC student code of conduct outlined in the current TVCC Catalog to the Associate Vice President of dual credit and the division chairperson as soon as possible.
- g. After consultation with the TVCC Dual Credit liaison, submit textbook requirements to the TVCC Cardinal Connect textbook request system for each course taught EVERY semester.
- h. Participate in curriculum development, when possible, including but not limited to:
 - * Syllabus review and update
 - * Learning outcome identification, evaluation, and reporting (LEAPs)
 - * Program reviews
 - * Library/resources recommendations
 - * Instructional material and textbook review and recommendation
 - * Embedded faculty trainings (either virtual or in-person)
- i. Retain class record books, lesson assignments, and other necessary materials or equipment available for substitute instructors.
- j. Submit all syllabi, teaching agreements, required class rosters, student grade reports, disability follow-up forms, and required documentation by TVCC deadlines.
- k. Assign grades in the Colleague system according to the following scale:
 - A=Excellent (90-100)
 - B=Good (80-89)
 - C=Fair (70-79)
 - D=Poor (60-69)
 - F=Failure (below 60)
 - W=Withdrew (student-initiated drop on or before drop date)

There should also be back-up data to justify the grade assigned in the course (list of grades collected for quizzes, completion of projects, skills demonstrated, etc.).
- l. Maintain a copy of grade books for each dual credit course for the period of one calendar year following the end of the semester. Submit copies of all gradebooks for Dual Credit courses to the Dual Credit office each semester.
- m. Check TVCC Cardinal Mail regularly, and at least twice a week. This is the primary method of official communication from the college.
- n. Attend faculty meetings and other special meetings called by the division chairperson, associate vice president of academic affairs, associate vice president of workforce education, vice president of instruction or the president, when possible.
- o. Dual credit students who qualify for accommodations considered and identified through a

District ARD committee must complete a TVCC "Request for Accommodation Form" (available from the Dual Credit office) and submit to the TVCC disabilities office each semester in order to be considered for and/or receive such accommodation. High school students with disabilities who require accommodations must self-disclose to the TVCC disabilities coordinator. The instructor must **not** provide accommodations to a student with disabilities prior to receiving and acknowledging receipt of the TVCC "Students with Disabilities Advisement Form" each semester from the TVCC disabilities coordinator.

- p. Provide an updated curriculum vitae that includes educational history.
- q. Keep TVCC administration informed of matters affecting the welfare of students, faculty, and the College.
- r. Participate in the TVCC evaluation procedures in relation to the above-stated requirements under this agreement [19 TAC 4.85(e)]. Evaluations may include direct, in-class observations. Data from these observations may be shared with both TVCC and ISD administration.
- s. TVCC shall evaluate instructors of embedded college courses offered for dual credit using the same or comparable procedures used for faculty teaching at the college campus. Faculty teaching courses for dual credit shall comply with TVCC's standards of instruction and policies. [TAC 19, Part 1, Chapter 4, Subchapter D, **§4.85** (e)(2)] [Southern Association of Colleges and Schools, Principles of Accreditation, 6.3 (Faculty Appointment and Evaluation)]
- t. Faculty teaching courses offered for dual credit, who the District employs, will be considered the employees of the District for this Agreement. It is understood and agreed that such instructors are not employees of TVCC. The District shall perform criminal background checks and fingerprinting as required by Texas Education Code §22.0834 on all persons, including TVCC faculty/employees, placed in the classroom for dual credit courses pursuant to this Agreement and the District is solely responsible for ensuring that all such individuals have met acceptable standards under such background checks. The District will request all information needed from TVCC to perform the requisite criminal check and TVCC will provide same. The District shall provide such criminal history to TVCC upon request.
- u. As with all TVCC instructors, faculty teaching embedded courses offered for dual credit who are also employed by the District, are subject to TVCC policies, rules, and regulations, and it is expressly understood that such instructors will abide by and comply with same. Faculty employed by the District will be asked to sign a yearly Teaching Agreement that outlines the TVCC requirements to teach and the expectations of faculty.
- v. Faculty teaching dual credit courses who are also employed by the District will be responsible for completing annual training/updates on Title IX, harassment, child abuse and cybersecurity at a level commensurate to that which is required of all TVCC employees. It will be the responsibility of the District to provide appropriate documentation of completed training upon the request by TVCC administration.
- w. TVCC retains the right to deny any dual credit instructor the opportunity to teach for TVCC, who violates the Teaching Agreement. [TAC 19, Part 1, Chapter 4, Subchapter D, **§4.85** (e)(2)] [Southern Association of Colleges and Schools, Principles of Accreditation, 6.3 (Faculty Appointment and Evaluation)]
- X. The teacher approved and credentialed by TVCC must be the instructor in the class, responsible for preparation and presentation of all instruction.

VIII. Course Scheduling and Faculty Requests

1. All course selections for the fall semester should be finalized on or before Feb. 1. All course selections for the spring semester should be finalized on or before Oct. 1. Requests for embedded courses taught by TVCC faculty should be submitted as early as possible to allow instructors time to make schedule allowances.
2. TVCC cannot guarantee the ability to staff embedded course sections with TVCC employed faculty requested after the above dates. The ability to staff embedded sections, at any time, is dependent on the availability of TVCC faculty.
3. The District will ensure that the required Texas Higher Education Coordinating Board (THECB) contact hour rules for college courses will be followed and the high school course schedules will allow the required number of contact hours for embedded dual credit college courses.
4. High school officials will provide at least two weeks' notice to the Dual Credit Department and any embedded TVCC faculty of any changes to instructional time, including, but not limited to, school assemblies, pep rallies, special events, benchmark testing, AP testing, standardized testing, UIL advancement, sports competition advancement, holidays that do not align with the TVCC calendar or other extenuating circumstances.
5. The College calendar and operational hours shall take precedence over the district calendar and operating hours for all dual credit courses.
6. The ISD will designate 1 employee to communicate any unexpected closures due to weather, safety, health concerns, etc. directly to the Dual Credit AVP.

IX. Location of Classes

1. Dual credit courses may be taught on the college campus, embedded on the high school campus, or by distance learning. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (c)]
2. TVCC strongly encourages district administration to ensure that dual credit courses taught via distance learning are assigned a proctor to monitor the dual credit course and students.
3. District administration will ensure the institution and dual credit classrooms have adequate physical resources to support the mission of the institution and the scope of its programs and services:
 - a. The classroom used to teach dual credit and lab courses provides an adequate environment for a minimum of 25 students.
 - b. The classroom used to teach dual credit and lab courses is an adequate environment with few or no interruptions.
 - c. The classroom used to teach dual credit and lab courses is located as far as possible from the main student traffic areas.
 - d. The classroom used to teach dual credit and lab courses contains the technology and equipment adequate and appropriate for the learning outcomes to be demonstrated for the course being offered.
 - e. The library provides and supports student and faculty access to adequate library collections and services and other learning/information resources consistent with the degrees offered. Collections, resources, and services are sufficient to support the educational, research, and public service programs.

- f. The high school provides student support programs, services, and activities consistent with its mission that are intended to promote student learning and enhance the development of its students.

[Southern Association of Colleges and Schools, Principles of Accreditation, 13.7 (Physical Resources)]

X. Transcription of Credit

1. For dual credit courses, high school and 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)]

XI. Academic Policies, Academic Advising, and Student Support Services

1. All academic policies applicable to courses taught on TVCC campuses shall apply to dual credit high school students enrolled in face-to-face campus, distance learning, and embedded courses, as outlined in the TVCC policies in the TVCC Catalog (located on the TVCC website). [TAC 19, Part 1, Chapter 4, Subchapter D, **§4.85** (g)(1)]
2. Students with disabilities who are presently taking a TVCC college course are eligible to receive appropriate accommodations for disabilities. Accommodations for dual credit students will be considered per the TVCC procedures for students upon request by student and students' self-disclosure to TVCC. Requests for accommodations will be determined by the TVCC disabilities coordinator in conjunction with District input.
3. Accommodations for dual credit students will be provided per the TVCC procedure for students not otherwise qualified for course(s), such as college readiness scores.
4. Students taking college classes for dual credit are entitled to the same services available to other TVCC students. A representative of TVCC provides timely and efficient academic advising and counseling for dual credit high school students regarding the collegiate curriculum, including advising prior to the start of dual credit courses. Dual credit high school students participate in the TVCC procedures as stated in the TVCC Catalog (located on the TVCC website) regarding resolving written student complaints, orientation regarding their rights and responsibilities and the security of personal information. [TAC 19, Part 1, Chapter 4, Subchapter D, **§4.85** (g)(2)]
[Southern Association of Colleges and Schools, Principles of Accreditation, 12.1 (Student Support Services)]
5. Students have access to appropriate library resources, through the Learning Resource Center and the online Learning Resource Center. TVCC ensures that students have access to regular and timely instruction in the use of library and other learning resources, through course curriculum. If the District is the provider of these materials, TVCC establishes the appropriateness of the collections for the courses and programs offered.
6. Dual Credit students are placed on a TVCC pathway upon enrollment. This pathway is based on courses requested by the HS counselor. All academic students are placed on a Liberal Arts Multidisciplinary Associate of Arts pathway. Workforce students are placed on the appropriate OSA, Cert or AAS pathway.
7. The following employee of TVCC or the District will provide academic advising to students who enroll in a dual credit course prior to starting the course: (HS Dual Credit Counselor).

XII. Student Code of Conduct

1. Dual credit students shall adhere to the following:
 - a. TVCC and District policies; and
 - b. TVCC student code of conduct (outlined in the 2025-2026 TVCC Catalog).
2. Dual credit students on a TVCC campus who participate in inappropriate behavior, criminal acts, or other violations of the TVCC student code of conduct will be disciplined in accordance with the TVCC Student Code of Conduct Judicial Process and the District notified of such (2026-2027 TVCC Catalog).
3. The TVCC police department is the primary police authority for TVCC. All dual credit students, while on any TVCC campus, shall be eligible for and receive all police services provided by the TVCC police department.
4. Responses to law enforcement, safety, or emergency related incidents shall be based upon the guidelines, and operational procedures of TVCC found in the TVCC Catalog available on the TVCC website, along with local, state, and federal laws.
5. TVCC may, at its discretion, release primary law enforcement jurisdiction to the appropriate District on a case-by-case basis.
6. The District agrees to notify the TVCC police department of any incident or situations involving dual credit high school students that may affect the public safety of the TVCC community.
7. WEAPONS POLICY: Texas Penal Code 46.03 Places Weapons Prohibited and Penal Code 46.035 Unlawful Carrying of a Handgun by License Holder identify premises where handguns are not permitted by Texas Statutes.

A person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, illegal knife, club or prohibited weapon listed in Section 46.05 (a) on the physical premises of a school or educational institution, any grounds or building on which an activity sponsored by a school or education institution is being conducted or a passenger transportation vehicle of a school or educational institution, whether the school or educational institution is public or private.

A license holder is prohibited from carrying a concealed handgun on Trinity Valley Community College campus premises where prohibited by law and where prohibited by TVCC Policy Firearms: Trinity Valley Community College is committed to providing a safe environment for students, faculty, staff, and visitors, and to respecting the right of individuals who are licensed to carry a handgun where permitted by law. Individuals who are licensed to carry may do so on campus premises, satellite facilities, or in a college-owned vehicle except in locations and a activities prohibited by law or by this policy. Individuals who observe a violation of this policy are required to report the incident immediately to the Campus Police Department, so it can be documented and properly investigated.

8. Dual credit parents will report grievances to the high school counselor, at which time the high school counselor will communicate any grievances to the Associate Vice President or Director of Dual Credit. Upon confirmation from the District high school counselor, students will be expected to follow the grievance process outlined in the 2026-2027 TVCC Catalog for any academic or disciplinary appeal.
9. TVCC recommends that if District is sending students to a TVCC campus then it provide a District representative to remain on campus with the students. Any disciplinary issues will be handled in accordance with the TVCC Student Code of Conduct, and the District will be notified of such.

XIII. Media and Public Relations

1. Media and public relations regarding dual credit students will be managed according to the TVCC protocols found on the TVCC website, in conjunction with the District.

XIV. Course Curriculum, Instruction, and Grading

1. The TVCC Dual Credit Liaison, under the direction of the Associate Vice President of Dual Credit, is the official college contact regarding instructional content for college courses taught for dual credit.
2. Through faculty evaluations, semester grade reports, and LEAPs, TVCC shall ensure that an embedded college course offered for dual credit at the high school and the corresponding course offered at the College are equivalent with respect to the curriculum, contact hours, course maximum, materials, instruction, and method/rigor of evaluation of student performance, regardless of student composition of the class. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)]
3. All TVCC instructors must have a syllabus on file, which incorporates the policy and procedure for learning outcomes, grading policies, and disability services.
4. Instructors shall follow TVCC grading policies (Section VII, No. 4, k) where students will receive a letter grade on their TVCC transcript. College faculty will provide numeric grades at the end of the semester to be weighted or factored into the student's high school grade point as determined by the high school district.
5. Faculty will participate in providing information for the assessment of student learning outcomes as required by the Texas Higher Education Coordinating Board (THECB) and Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). This includes but is not limited to the submission of summary scores/data where such information is needed for evaluating departmental success, and the submission of student work for secondary evaluation by the division to ensure that relevant learning outcomes are achieved in any given course.
6. Dual credit faculty will be evaluated according to the same process and standards and will use the same instrument as non-dual credit TVCC full-time and part-time faculty. As such, TVCC policy DLA (LOCAL), available on the TVCC website, outlines the employee performance evaluation process for all TVCC faculty. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [Southern Association of Colleges and Schools, Principles of Accreditation, 6.3 (Faculty Appointment and Evaluation)]

XV. Instructional Materials

1. It is the responsibility of the school district/student to obtain the instructional resources necessary for dual credit courses.
2. The District and TVCC will consider the use of free or low-cost open educational resources (OER) in courses offered under the program, if available.
3. Fees for Inclusive Access (Bookstore fee) will be included for some TVCC courses. The course syllabus will designate the required course materials.

XVI. Transfer of Courses

1. TVCC basic academic and general education courses are readily transferable to other public institutions of higher education in Texas. However, since each college has its own policy regarding the transferability and applicability of courses, each student is strongly advised to check with the transferring college or university they plan to attend in order to determine the transferability of TVCC courses.
2. The entire TVCC core curriculum will be accepted by Texas state-supported colleges and universities into that institution's core curriculum, if a student earns a "C" or better. [TAC 19, Part 1, Chapter 4, Subchapter B, §4.25 (a-c)]
3. Career technical education courses are not designed for transfer beyond the community college. However, programs exist at some universities that allow these courses to be applied directly to baccalaureate degree requirements. Students are encouraged to check with prospective universities concerning programs such as the BAAS, BAT, and similar programs. Workforce courses do not apply as electives to an Associate of Arts degree.

XVII. Academic Regulations

1. A TVCC class minimum enrollment of 10 students is necessary to make a face-to-face class taught by a TVCC instructor on a TVCC campus. Exceptions to this rule may apply in instances where more than one high school agrees to receive instruction simultaneously (through Zoom, etc.) and a minimum of 10 students enrolled between the participating districts.
2. Embedded courses taught by an ISD instructor may be taught on an individual student basis, with no minimum enrollment required.
3. A minimum of 10 students is required for all non-embedded courses taught on the high school campus by a TVCC faculty member. For every student under 10, the District will be responsible for a \$200/per student fee. This will be based on the number of students enrolled in the class on TVCC Census day.
4. TVCC courses offered as dual credit by TVCC faculty or embedded high school faculty, regardless of where they are taught, follow the TVCC College calendar, syllabus requirements, course outline, grading procedures, FERPA regulations, communication between students, parents, and District administrators, and other instructional and evaluative policies and procedures. Exceptions to this must be approved by the appropriate associate vice president, provost, and vice president of instruction. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(I)]
5. Letter grades are given in accordance with policies printed in the TVCC 2025-2026 catalog. Numerical averages will be provided to the high school counselor, via email, by the TVCC Registrar's Office or director of dual credit at the end of each semester.
6. In the event of a grade dispute, the TVCC policy for grade appeals will be followed. Please see the Academic Grievance Procedure in the current TVCC catalog.
7. District employees and parents shall not influence the grading policies, grading procedures, or other instructional policies of TVCC Faculty who teach college courses as dual credit.
8. Dual credit students may withdraw (drop) from all courses and receive a grade of "W" at any time during the semester on/prior to the TVCC official drop deadline specified in the College calendar located in the class schedule or catalog. The appropriate grade will be assigned for courses dropped after the deadline specified in the College calendar. For students who wish to drop a class, it is their responsibility to contact the high school counselor promptly. Dual Credit students cannot withdraw

themselves. The appropriate paperwork must be submitted by the high school.

9. Dual credit students are responsible for contacting the high school counselor to withdraw (drop) a class by the last day to pay deadline if they do not intend to pay for the identified class. If the class is not dropped or paid for, the dual credit student will have an outstanding balance, and a grade will be transcribed in the identified course.
10. The high school counselor may request locally articulated career technical credit for a dual credit student by completing the TVCC High School Student Local Articulation Approval form available from the Dual Credit office.
11. TVCC has a Drop for Nonattendance Policy. Students who have not attended a face-to-face class or shown participation in an online class by completing the Student Success Agreement by Census Day (see TVCC catalog), will be dropped from the class. A student dropped for nonattendance will have no grade assigned and no fees assessed. Except for an instance of instructor error, there is no appeal process for a student who has been dropped for nonattendance. If a student does think that he was dropped in error, the high school counselor, after confirming attendance, should contact the Dual Credit office immediately.

XVIII. Funding

1. The cost of tuition and fees for eligible academic dual credit courses for taxpaying districts will be \$49.00 per credit hour for the first two academic courses that are offered for dual credit each semester. The cost of tuition and fees for eligible academic dual credit courses for non-taxpaying districts will be \$60.00 per credit hour for the first two academic courses that are offered for dual credit each semester. Upon enrolling in the third academic or non-embedded career technical class or any concurrent course, tuition and fees will adhere to the TVCC tuition and fee schedule. Online fees and lab fees affiliated with the respected courses in which students choose to enroll will be charged as published on the TVCC tuition and fee schedule.
2. Embedded career technical education courses taught by an employee of the District will not be charged any tuition or general fees. The ISD will be responsible for all equipment necessary for the course, regardless of student FAST eligibility, including but not limited to cosmetology kits and welding equipment.
3. TVCC participates in the FAST (Financial Aid for Swift Transfer program). See Appendix 1
4. The District or the student will be responsible for the transportation of high school students to TVCC.
5. The District or the student will provide the cost of tuition, required fees, and textbooks. If the District elects to pay for any tuition and/or required fees, the amount they will pay will/must be noted on the dual credit sponsorship form and submitted to the Dual Credit office before the semester begins. If District fails to note they will be paying for student tuition/fees, and the student does not pay by the deadline, the student will be dropped from the class for non-payment.
District providing a sponsorship that requires a Payment Authorization Spreadsheet, it will provide that spreadsheet no later than 2 weeks prior to the beginning of classes to allow student to be billed correctly. As used herein, Payment Authorization Spreadsheet means the document TVCC provides to the District and District completes it/fills it in with required sponsorship information.
6. State funding for college courses offered for dual credit will be available to both the District and TVCC based on the current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (i)(I)]S. TVCC may only claim funding for students receiving college credit in core curriculum, career technical/college workforce education, and foreign language dual credit courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85

(i)(2)]

7. Faculty teaching embedded courses offered for dual credit, who are also employed by the District, will be employees of the District. Such faculty will be paid by the District in accordance with the District's standard teacher salary schedule. These dual credit instructors will not receive any monetary compensation, benefits, or otherwise from TVCC under this program. TVCC will pay the District a stipend of \$500 for embedded academic transfer dual credit course sections taught by embedded faculty on the District campus. However, Dual credit career technical education dual credit courses taught by embedded faculty on the district campus will not be paid the stipend. The stipend amount is contingent upon 10 dual credit students enrolled in the course section on the official TVCC census date. The District will be paid on a per-student basis for less than 10 dual credit students (Fall and Spring semesters only).

0-9 students	\$50/student
10-30 students	\$500/section
30-60 students	\$1,000/section
60-90 students	\$1,500/section

8. TVCC will reimburse the District for academic course lab fees when the District provides the lab facilities and supplies on the high school campus. TVCC will not reimburse the District for academic course lab fees when TVCC provides the lab facilities and/or supplies. Since tuition and fees are waived for students enrolled in embedded career technical education courses, there are no lab fees for which TVCC will reimburse the District.
9. The District will provide required software licenses and/or other materials for embedded career technical education dual credit courses taught at the high school campus.
10. Non-FAST Dual Credit students, not covered by an ISD sponsorship, will be dropped from all TVCC classes at the end of the first week of classes, unless one of the following has occurred:
 - 1) The balance has been paid in full, or
 - 2) A payment plan has been agreed to in writing according to the TVCC payment plan

XIX. Indemnity and liability

1. To the extent allowed by law, District shall indemnify, release, and hold harmless, TVCC and its trustees, employees, and agents from any and all claims, demands, causes of action and liabilities of any type whatsoever (including reasonable attorney's fees and costs) for damages to real or personal property or bodily injury or death arising from or related to this Agreement to the extent caused by District or its employees, agents, students, or trustees.
2. The District expressly assumes all liability related to or arising from the acts and/or omissions of its employees, contractors, agents, or representatives associated with this Agreement or the dual credit program.
 - a. Limitations - The parties are aware that there are constitutional and statutory limitations on the authority of a school district and TVCC to enter into certain terms and conditions that may be a part of this agreement, including those terms and conditions relating to liens on a school district and TVCC's property; disclaimers and limitations of warranties: disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "limitations"), and terms

and conditions related to the limitations will not be binding on a school district and TVCC except to the extent authorized by the laws and constitutions of the state of Texas.

XX. Confidentiality, Student Records and Data Sharing

1. FERPA: In accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C §1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and School District Board Policy series FL.

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without the consent of either the parents or the students under §99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of the student data. (TVCC and FERPA).

2. CONFIDENTIALITY AND SAFEGUARDING OF TVCC RECORDS: Under this agreement the School District may create, receive from or on behalf of TVCC, or have access to records or record systems (collectively, "TVCC Records"). Among other things, TVCC Records may contain data protected or made confidential or sensitive by applicable laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102), the Texas Identity Theft Enforcement and Protection Act (ITEPA), and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA).

If TVCC records are subject to FERPA:

- i. TVCC and the School District will designate appropriate representatives with an official educational interest to share educational data on behalf of the schools, and
 - ii. the School District will acknowledge that its improper disclosure or re-disclosure of personally identifiable information from TVCC records may result disciplinary action up to the School District's exclusion from eligibility to contract with TVCC.
3. The School District represents, warrants, and agrees that it will:
 - i. hold TVCC records in strict confidence and will not use or disclose TVCC records except as
 - a. permitted or required by this Memorandum of Understanding (MOU),
 - b. required by applicable laws, or
 - c. otherwise authorized by TVCC in writing;
 - ii. safeguard TVCC records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which the School District protects its own confidential information.

- iii. continually monitor its operations and take any action necessary to assure that TVCC records are safeguarded and the confidentiality of TVCC records is maintained in accordance with all applicable laws, including FERPA, ITEPA and the Gramm-Leach Bliley Act, and the terms of this Agreement;
 - iv. comply with TVCC's rules, policies, and procedures regarding access to and use of TVCC's computer systems. At the request of TVCC, the School District agrees to provide TVCC with a written summary of the procedures used to safeguard and maintain the confidentiality of TVCC records.
 - v. immediately notify TVCC of any data breach and/or compromise of the security of shared data (whether suspected or actual) and take immediate steps to mitigate the damage. District shall be required to provide notice to any affected individuals as required by any applicable law related to TVCC.
4. PUBLIC INFORMATION: TVCC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code.

XXI. Miscellaneous

1. The District will maintain the required student vaccination records and documentation at the high school for health occupations courses and make them available to TVCC auditing if needed.
2. Students may apply for graduation under provisions of the current catalog year or meet the graduation requirements of the catalog under which the student entered TVCC, provided that the catalog date is no more than five years prior to the expected date of graduation. The candidate for graduation must declare the catalog of their degree plan.
3. Both parties agree to have a spirit of cooperation and to endeavor to provide a positive collegiate-level experience for those high school students equipped with the maturity and academic preparation to be successful in college-level courses.
4. Both parties agree to post this Agreement on the District and TVCC's respective websites.
5. Amendment: The parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this MOU shall be binding unless the same is in writing, dates subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.
6. This Agreement will become effective on the date the last party executes it and will remain in effect until either party decides to terminate it. Either party may terminate this Agreement without cause by giving the other party notice in writing at least thirty (30) days before the beginning of the first day of the TVCC semester or District semester, whichever is earlier.
7. Nothing herein shall waive the parties' immunity to suit or liability as established by applicable law.
8. Dispute Resolution – To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by Trinity Valley Community College and the ISD to attempt to resolve any claim for breach of contract.

9. The parties to this Agreement are not in a joint venture, partnership, or otherwise.
10. In order to maintain strong partnerships and facilitate communication, the District shall provide representation at the following meeting/trainings:
 - *Superintendent and HS Principals Partners Meeting (July)
 - *HS Counselor and CTE Director Meeting (Fall)
 - *Embedded Faculty Training (Late July/Early August) – If Applicable
 - *Meeting to prepare TVCC Faculty teaching on ISD Campuses (August) – If Applicable
11. This Agreement shall be governed by the laws of Texas, and venue for any lawsuit arising out of this Agreement shall be in state court in Henderson County, Texas.

XXII: Other Agreements with the District

1. This agreement does not apply to the other agreements between TVCC and the District.

TVCC and the District will have separate and distinctive agreement for TVCC and Early College High Schools.

The signatures below indicate that the governing boards of both TVCC and the District have approved this Agreement.

Russell D. Marshall
District Superintendent

4-28-2024
Date

Jason L Morrison

04/07/2026

Dr. Jason Morrison
President Trinity Valley Community College

Date

- Appendix 1: FAST
- Appendix 2: Israeli Boycott Agreement
- Appendix 3: Cosmetology MOU if applicable
- Appendix 4: Welding MOU iff applicable
- Appendix 5: Health Science MOU if applicable
- Appendix 6: Automotive MOU if applicable
- Appendix 7: TVCC Dual Credit Crosswalk