



# Dual Credit Partnership Agreement, Homeschool August 1, 2023 – July 31, 2024

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## **I. Parties**

This Dual Credit Partnership Agreement ("Agreement") is entered into between McLennan Community College ("MCC") and a homeschool entity (referred to hereafter as "High School") and is designed to allow students attending the homeschool to earn dual high school and college credit by enrolling in MCC credit courses.

## **II. Purpose and Background**

In accordance with the rules and regulations of the Texas Higher Education Coordinating Board (THECB), MCC offers regular college credit courses in Core Curriculum, Foreign Language, and Career and Technology for dual credit high school students. If the High School approves these college courses for dual credit, high school students meeting MCC admission requirements can enroll in these courses and receive college and high school credit simultaneously.

In order to ensure the quality of dual credit courses and to facilitate communications and understanding between the High School and MCC, the following provisions are agreed to by MCC and the High School where dual credit courses are offered.

## **III. Statewide Goals for Dual Credit**

Pursuant to Texas House Bill 1638 (85<sup>th</sup> Legislature, 2017), MCC and the High School set forth the following goals for dual credit programs in Texas, as prescribed by the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA).

1. GOAL 1: Create collaborative outreach efforts
  - a. The MCC dual credit program will provide information for parents and students addressing the potential benefits, risks, and costs of dual credit.
  - b. MCC will provide online information regarding the dual credit program, including contact information, eligibility requirements, the enrollment process, cost data, and potential benefits/risks of dual credit coursework.
  - c. MCC recruiters will provide additional assistance to students and families seeking information or assistance with enrolling at MCC.
2. GOAL 2: Improve transition to and acceleration through postsecondary education
  - a. The MCC dual credit program requires all new dual credit students to complete an online orientation to facilitate the transition to college coursework.
  - b. The dual credit program will provide online an orientation for students.
  - c. The program has identified a Transfer Block of courses that transfer well to Texas public colleges to encourage selection of courses that will apply to a four-year degree.
  - d. Dual credit students will be encouraged by MCC to enroll only in courses applicable to their selected degree plan.

3. GOAL 3: Provide college advising and student support services to promote success
  - a. The MCC dual credit program requires all students selecting courses outside of the Transfer Block or the Dual Credit Associate of Arts degree plan to meet with a college transfer advisor each semester prior to registration.
  - b. All dual credit students will have access to drop-in college advising via regularly scheduled Zoom sessions.
  - c. All support services at MCC are available to dual credit students. Note that the College provides online and in-person tutoring, library instruction, and success coaching to promote student success.
  - d. MCC encourages dual credit students to make use of support services available at the College.
4. GOAL 4: Ensure quality and rigor of dual credit courses
  - a. MCC is committed to quality and rigor in its dual credit courses. As required by the THECB and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the quality and rigor of dual credit courses shall be the same as courses taught at the college campus.
  - b. Dual credit faculty will meet the credentialing standards set by the THECB and SACSCOC.
  - c. Oversight of dual credit faculty and course content will occur according to the same standards and processes employed on the MCC campus.
5. TOOLS: Identify tools to assist students and families with selecting endorsements and dual credit courses as well as navigating the college process.
  - a. MCC will provide degree guides through the online Student Planning program as well as dual credit specific guides via the High School Programs website.
  - b. The THECB provides the following tools.
    - 1) College for All Texans ([collegeforalltexas.com](http://collegeforalltexas.com))
    - 2) Exploring College Options (<https://www.highered.texas.gov/our-work/empowering-our-students/exploring-college-options/>)
  - c. The TEA has made the following tools available to the public.
    - 1) Graduation Toolkit: <https://tea.texas.gov/sites/default/files/14Grad-toolkit-booklet.pdf>
    - 2) CTE Pathways: <https://tea.texas.gov/academics/college-career-and-military-prep/career-and-technical-education/approved-cte-programs-study>
  - d. The Texas Workforce Commission provides tools to assist with career selection and education planning at <https://twc.texas.gov/students>.

Metrics associated with the state dual credit goals, such as students' future college enrollment and success, will be tracked by MCC's Office of Institutional Effectiveness.

#### **IV. Eligible Courses**

1. Courses approved for MCC Dual Credit for a high school student must be foreign language, in the MCC core curriculum, in a state-approved Field of Study curriculum, in the WECM, or an ACGM course with one of the following rubrics: ACCT, AGRI, ARCH, BCIS, BUSI, COSC, CRIJ, ENGR, ENGT, FORE, FORS, HORT, RNSG. [TAC

19, Part 1, Chapter 4, Subchapter D, §4.85, (i)(2)]

2. Courses approved for dual credit for a high school student must be applicable to a college certificate or degree.
3. This agreement does not apply to MCC Continuing Education courses.
4. See Appendix A for the crosswalk of MCC courses accepted by the High School with the corresponding high school course information. The High School may add courses to be articulated for credit by submitting an addendum to this agreement at any time during the academic year.
5. The sequence of courses below is recommended for High School students beginning dual credit in grade nine (9) with the intent of students earning an associate degree by high school graduation.

<b>Associate Degree Sequence</b>	<b>Fall</b>	<b>Spring</b>
<b>Grade 9</b>	EDUC/PSYC 1300 (3)	ARTS 1301 or MUSI 1306 or DRAM 1310 (3)
<b>Grade 10</b> Order of BCIS and SPCH may be reversed.	HIST 1301 (3) SPCH 1315 (3)	HIST 1302 (3) BCIS 1305* (3)
<b>Summer</b>	<b>Elective:</b> _____ (3)	
<b>Grade 11</b>	ENGL 1301 (3) GOVT 2305 (3) <b>MATH:</b> _____ (3)	ENGL 1302 (3) GOVT 2306 (3) <b>Elective:</b> _____ (3)
<b>Summer</b>	<b>ENGL 2321 or ENGL 2328 (3)</b>	
<b>Grade 12</b>	<b>Science:</b> _____ (4) <b>SOCI 1301 or PSYC 2301 or ECON 2301 (3)</b> <b>Elective:</b> _____ (3)	<b>Science:</b> _____ (4) <b>Elective:</b> _____ (3) <b>Elective:</b> _____ (3)
<p><b>Courses may be adjusted with the assistance of an MCC advisor, taking into consideration a student's academic goals at both MCC and future colleges.</b></p> <p>*BCIS 1305 may not be a required course on all degree plans. However, the course is recommended to build computer skills.</p>		

**V. Student Eligibility**

1. High school students must meet all eligibility requirements set forth in the THECB Rules.
2. Eligible students may first enroll in dual credit courses in the fall semester of grade nine (9).
3. Eligibility for High School Pathways courses/programs ends six (6) weeks prior to high school graduation.
4. McLennan Community College requires that dual credit students:
  - a. have the written approval of the high school principal or counselor, parent or guardian, and a Counseling Specialist in Student Development or a Dual Credit Coordinator at MCC; and
  - b. unless otherwise exempt, score a 351 or above on the reading section of the TSI Assessment or 945 on the TSI Assessment 2 ELAR multiple choice test or overall passing score on the TSI Assessment 2 ELAR section to qualify for academic courses and workforce courses contained in an AAS or workforce Level 2 certificate;
  - c. satisfy the prerequisites of the desired course and/or program, including additional sections of the TSI Assessment relevant to the requested course or program.

MCC **recommends** high school students score 347 on the reading section of the TSI Assessment or 945 on the TSI Assessment 2 ELAR section before enrolling in workforce education dual credit courses contained in a Level 1 certificate program, or a program leading to a credential of less than a Level 1 certificate.

5. All dual credit students must meet the testing and placement guidelines stipulated in the MCC catalog, the THECB rules, and the Texas Education Code.

A high school student is eligible to enroll in academic dual credit courses if the student:

- a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI); or
- b. demonstrates that he or she is exempt under the provisions of TSI.

A high school student is also eligible to enroll in dual credit courses (academic; workforce courses for AAS or Level 2 certificates) under the following conditions:

- a. Courses that require demonstration of TSI college readiness in reading and/or writing: if the student achieves score of 4000 on the English 2 STAAR EOC, an EBRW score of 460 on the PSAT/NMSQT, or an English score of 435 on the ACT-Aspire.

- b. Courses that require demonstration of TSI college readiness in mathematics: if the student achieves a score of 4000 on the Algebra I STAAR EOC and a passing grade in the Algebra II course, a mathematics score of 510 on the PSAT/NMSQT, or a mathematics score of 431 on the ACT-Aspire.

To be eligible for enrollment in a dual credit course offered by McLennan Community College, students must meet all regular prerequisite requirements designated for particular courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (b)]

6. Prospective high school students must complete the MCC admission process prior to registration. Students must also submit a recent Bacterial Meningitis Shot Record (within the past five (5) years) if scheduling a course on the MCC campus. Information is also available on the MCC High School Pathways website.
7. Prospective high school students must have consent of a parent or guardian to participate in the program prior to registration for the first dual credit course.
8. Each semester, prospective high school students must submit an MCC High School Pathways Schedule Request approved by the high school counselor or principal. The Schedule Request must be on file at MCC at the time of registration. The Schedule Request is available through the MCC High School Pathways online enrollment portal.
9. High school students will complete the online High School Pathways Orientation prior to registration for the first dual credit course at MCC. As required by law, students will also complete Title IX training prior to registration for the second semester of coursework.
10. High school students not following the Transfer Block or the Dual Credit Associate of Arts degree plan, both detailed on the MCC High School Pathways website, will consult with an MCC advisor each semester prior to course registration.
11. High school students taking MCC courses for dual credit will be treated as college students. It is expected that high school students taking MCC courses as dual credit will conduct themselves as college students. A collegiate classroom environment is expected. Controversial material may be addressed. The level of maturity of the high school student should be one of the criteria considered by high school officials prior to approving individuals for enrollment.
12. Dual credit students with less than a 2.0 grade point average (GPA) in MCC courses after completion of six (6) credit hours will be suspended from the program. MCC enrollment may resume after completion of the high school diploma or upon approval by MCC of a suspension appeal.
13. Dual credit students who have three (3) or more withdrawals on their college transcript will be suspended from the program. MCC enrollment may resume after completion of the high school diploma or upon approval by MCC of a suspension appeal.
14. The awarding of high school credit for graduation is at the discretion and approval of the High School.

## **VI. Student Composition of Class**

1. Dual credit courses will be composed of dual credit students only or of dual and college credit students.

## **VII. Instructional Calendar**

1. Both MCC and the High School will maintain their own instructional calendars, to begin in August/September and continue through May/June. However, students who are enrolled in dual credit courses at the MCC campus will be expected to attend classes even when the High School is not in session. Any issues of transportation will need to be addressed and resolved by the student and/or High School. MCC will not be required to provide transportation.
2. Students enrolled in online dual credit courses will be expected to participate regardless of the High School calendar.

## **VIII. Faculty Selection, Supervision and Evaluation**

1. As required by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), MCC controls all aspects of its educational programs. Each educational program for which academic credit is awarded is approved by the faculty and the administration. MCC will maintain qualified faculty who demonstrate the ability to deliver college-level course content with high quality and effectiveness.
2. In order to serve as an instructor of record at MCC, for freshman and sophomore level courses designed for transfer to a baccalaureate degree, faculty should have a minimum of a master's degree with at least 18 graduate hours in the discipline in which they are teaching. In appropriate areas, work experience, professional licensure, and certification are also considered. 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. [SACSCOC, Principles of Accreditation, 3.7.1]
3. In order to serve as an instructor of record at MCC, for associate degree courses designed to prepare students specifically for employment in career and technical areas, instructors should have a minimum of three (3) years of experience in the field, appropriate certification or professional licensure, and educational background and credentials at the same level as or higher than the certificate or degree being awarded in the program. 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. [SACSCOC, Principles of Accreditation, 3.7.1]
4. Adjunct faculty hired by MCC to teach dual credit courses at a high school site will follow the same application and screening procedures as adjuncts hired to teach at the MCC campus. Employment will only be awarded after approval by the appropriate division or program chair.
5. MCC shall evaluate instructors of college courses offered for dual credit using the same or comparable procedures used for faculty teaching at the MCC campus. Faculty

teaching courses for dual credit shall comply with MCC's standards of instruction and policies. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [SACSCOC, Principles of Accreditation, 3.7.2]

6. The appropriate representatives of the MCC academic department will evaluate the performance of faculty teaching college courses offered as dual credit. Included in this evaluation will be a determination of how well the faculty member performs in achieving the desired learning outcomes. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [SACSCOC, Principles of Accreditation, 3.7.2]
7. The MCC Division Chair of the program area oversees instructional content for college courses taught for dual credit. All course content, learning outcomes, and instructional objectives will be consistent with courses taught on the MCC campus. All instructors must have a syllabus that incorporates instructional objectives and intellectual competencies posted on the MCC website, by the MCC deadline.

### **IX. Location of Classes**

1. Dual credit courses may be taught on the college campus or on the high school campus, or by distance education, including Internet delivery and/or blended courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (c)]
2. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, McLennan Community College complies with applicable rules and procedures for offering courses at a distance. In addition, dual credit courses taught electronically comply with the THECB's Principles of Good Practice for Courses Offered Electronically.

### **X. 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)]

### **XI. Academic Policies**

1. All academic policies applicable to courses taught on MCC campuses shall apply to dual credit high school students enrolled in face-to-face campus, distance education, and courses, as outlined in the MCC policies and catalog. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(1)]
2. Students violating MCC policies relating to academic integrity will be subject to the consequences described in the course syllabus and the relevant MCC policies.

### **XII. Student Services**

1. Students taking college classes for dual credit may utilize the same services that are available to other MCC students. MCC is responsible for ensuring timely and efficient access to such services as academic advising, learning materials (e.g., library resources),

and other services for which the student may be eligible. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(2)]

2. Dual credit students are entitled to access online tutoring or face-to-face tutoring at no cost to the student.
3. Students seeking 504-type accommodations for dual credit courses will arrange for those services through the MCC Accommodations/Disability Services office. For details, please visit <http://www.mclennan.edu/disability/>.
4. Dual credit students 17 years of age or older will have the same access to mental health counseling on the MCC campus as other students since parental notification is not required for this age group. Due to HIPAA regulations, requests for mental health counseling made by students younger than 17 will be referred to the respective school counselor or behavioral intervention specialist for mental health counseling.
5. College Advising:
  - a. Academic advising for MCC dual credit courses will be the responsibility of the High School Pathways Advisor, currently Ms. Rachel Shackelford, and will occur prior to start date of the relevant semester. The High School Pathways Advisor may directly advise dual credit students or coordinate advising for students through MCC's Advising & Career Services office.
  - b. Academic advising for high school coursework and high school graduation will be the responsibility of a High School counselor.
  - c. Dual credit students who adhere to the MCC Transfer Block or the Dual Credit Associate of Arts degree, detailed below, will be permitted to enroll without a mandatory college advising visit. However, students are encouraged to seek college advising. Students who do not adhere to the Transfer Block or the Dual Credit Associate of Arts degree plan will meet with an advisor at least once per semester prior to registration.

**Dual Credit Transfer Block**

*For students not planning to complete an MCC degree while in high school.*

- EDUC 1300
- Choose 1: ARTS 1301, DRAM 1310, MUSI 1306
- HIST 1301 and 1302
- Choose 1\*: ECON 2301, PSYC 2301
- ENGL 1301 and 1302
- GOVT 2305 and 2306

**Dual Credit Associate of Arts**

*For students planning to complete an MCC associate degree while in high school.*

- EDUC 1300
- Choose 1: ARTS 1301, DRAM 1310, MUSI 1306
- SPCH 1315 and/or BCIS 1305\*\*
- HIST 1301 and 1302
- Choose 1\*: ECON 2301, PSYC 2301, SOCI 1301



- ENGL 1301 and 1302
- GOVT 2305 and 2306
- Additional courses necessary to complete the associate degree will be selected under the guidance of an MCC academic advisor.

\*Check college degree plan or seek college advising to determine best course for a specific degree plan.  
\*\*BCIS 1305 recommended to build computer skills. May not be required for college degree plan.

- d. Students will be advised for dual credit courses based on self-identified career and educational goals. Students will not be advised to enroll in courses not appropriate for those identified goals, particularly in courses unlikely to transfer to the student's intended future college.
- e. MCC does not recommend students enroll in more than six (6) semester credit hours the first semester of dual credit.
- f. MCC recommends that dual credit students with an MCC GPA below 2.5 reduce the MCC course load in order to focus on fewer courses with the goal of raising the overall college GPA.
- g. High school counselors are encouraged to participate in advising sessions with their students.
- h. Advising sessions may be scheduled on the MCC campus or online via video conference.
- i. Advising notes will be maintained in the MCC system for each student for future reference.
- j. Common terminology:
  - 1) Applicable toward a degree: Refers to a course that will transfer to a school and apply toward a specific degree plan.
  - 2) Core curriculum: A basic set of course options required of all students at a particular institution; commonly refers to the Texas state core curriculum.
  - 3) Course transfer: Refers to whether or not a course will be accepted by another institution of higher education. It is possible for a course to transfer as an elective but not apply toward a specific degree plan.
  - 4) Degree plan: A detailed set and sequence of courses leading to a specified degree in a major.
  - 5) Maximum time frame: A government stipulation that financial aid will only pay for 150% of coursework toward a post-secondary credential. Dual credit coursework applies toward this limit.
  - 6) Satisfactory progress: A government requirement that high school graduates maintain a 2.0 or higher GPA and complete 67% or more of attempted courses to remain eligible for state/federal financial aid. Dual credit coursework may impact this status after high school graduation.

### **XIII. Student Conduct**

1. Dual credit students will be subject to MCC student conduct rules, policies and procedures as set forth in the MCC *Highlander Guide* (Student Handbook) while on the MCC campus and/or while in attendance at MCC classes. Students may also be subject to High School student conduct policies as determined by the High School.

2. Failure to comply with MCC conduct policies may result in dismissal of the student from MCC courses.
3. Disciplinary issues will be reported and addressed according to published college policy.
4. The High School will notify MCC of student behavioral issues that would impact a dual credit course, particularly in regards to matters concerning student safety.

#### **XIV. Course Curriculum, Instruction, and Grading**

1. The MCC Division Chair of the program area oversees instructional content for college courses taught for dual credit.
2. MCC shall ensure that a 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 MCC 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 MCC grading policies for awarding college credit.
5. Faculty will participate in providing information for the assessment of student learning outcomes as required by the Southern Association of Colleges and Schools Commission on Colleges. 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.

#### **XV. Grade Reports**

1. MCC grades will be recorded on the college transcript, available to homeschool students by request through the MCC Records office.
2. Course grades during the semester may be available through the Gradebook feature in Brightspace.

#### **XVI. Transfer of Courses**

McLennan Community College is fully accredited by the SACSCOC, and basic academic, 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 of courses, students are strongly advised to check with the college they plan to attend after high school, other than MCC, in order to determine the transferability of MCC courses.

CTE/Workforce education courses are not designed for transfer beyond the community college level. 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 other similar programs.

### **XVII. Academic Regulations**

1. MCC courses offered as dual credit, regardless of where they are taught, follow the same college calendar, syllabus requirements, course outline, grading procedure, and other instructional and evaluative policies and procedures. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(1)]
2. The Texas Education Code and SACSCOC do not allow for outside influence on college grading systems.
3. Letter grades are given in accordance with policies printed in the college catalog.
4. In the event of a grade dispute, the MCC policy for grade appeals will be followed. Please see the MCC catalog and/or the *Highlander Guide*.
5. Dual credit students may withdraw from a course and receive a grade of "W" at any time during the semester on/prior to the MCC official drop deadline specified in the College Calendar located in the class schedule or catalog. After the MCC official drop deadline, dual credit students will follow published MCC policy in regards to withdrawing from courses and the grade recorded for such courses. It is the student's responsibility to officially withdraw from a course or verify that the instructor initiated the withdrawal procedure.

### **XVIII. Attendance and Funding**

1. Students enrolled in college credit courses will follow current MCC attendance policies. Attendance will be taken at MCC based on the published College Attendance Policy.
2. The cost of tuition and fees will be based on the current McLennan Community College tuition and fee schedule for dual credit students.
3. State funding for college courses offered for dual credit will be available to MCC based upon current funding rules of the Texas Higher Education Coordinating Board. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (i)(1)]
4. MCC waives tuition and standard fees for students demonstrating financial need. Information and an application form for this tuition exemption are available through the High School Pathways office and the online enrollment portal. Tuition for other students will be the responsibility of the student or the High School.
5. Textbooks, transportation, classroom supplies, and special fees will be the responsibility of the student or the High School.
6. MCC will consider the use of free or low-cost open educational resources for courses as may be deemed appropriate by the faculty member and MCC.

**XIX. Classroom Facilities and Technology**

1. The High School agrees to provide dual credit high school students with the facilities and technology necessary to support a college learning environment.
2. The high school will ensure the dual credit students have Internet access to MCC email, Brightspace, Zoom, WebAdvisor, the MCC Library, and other software programs approved by MCC for campus-wide use.
3. Dual credit students will regularly need access to devices capable of running online exam monitoring programs and devices and/or Internet access unrestricted by an internet filter. In addition, some courses may require audio or video recording capability. Such access is vital for academic integrity measures, Internet-based course materials, research, and course projects. Student resources are available on the MCC campus to fulfill such needs should the student choose to implement them.

**XX. Data Sharing**

Student records transferred between MCC and the High School shall remain the sole property of the institution that created the records. Data that is transferred must be used consistent with the Family Educational Rights and Privacy Act (FERPA), HIPAA, and MCC policies and procedures for managing student education records and other confidential information.

The Parties expressly understand that MCC and the High School are subject to the requirements of the Texas Public Information Act. In the event that any student records must be released pursuant to state or federal law, as determined by a court or administrative agency with jurisdiction over the matter, the Parties shall continue to treat a confidential any student records received or created under this Agreement except to the extent specifically required by the court or administrative order. The Parties shall mark as “CONFIDENTIAL” all records that are released.

**XXI. Indemnity and Liability**

1. To the extent allowed by law, the High School does hereby agree to defend, indemnify, and hold harmless MCC, its Board of Trustees, agents, employees, and representatives, from and against any and all causes of action, claims, liabilities, debts, or judgments arising from or related to: (1) the actions or omissions of High School instructors provided under this Agreement; or (2) the actions or omissions of any employee, agent, instructor, or anyone else acting on behalf of the High School in the performance of this Agreement.
2. To the extent permitted by applicable law, the High School assumes all liability related to or arising from the acts and/or omissions of its employees, contractors, agents, or representatives related to this Agreement or the dual credit program.

**XXII. Force Majeure**

Neither Party hereto will be liable or responsible to the other for any loss or damage, or for any delays or failure to perform (other than the performance of payment obligations), due to causes

beyond either Party's reasonable control, including but not limited to acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion or hostilities (whether war is declared or not); terrorist threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; telecommunication breakdown or power outage; and/or any other circumstances of like character. Should performance of any obligation (other than any payment obligations) created under this Agreement become illegal, impossible, impracticable, not reasonably possible, or if a Party is otherwise prevented or hindered from complying by a force majeure incident as described in this section or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice as soon as practicable (within 45 days) following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

### **XXIII. Miscellaneous**

1. Both parties agree to have a spirit of cooperation and to endeavor to provide a positive collegiate-level experience for those high school students with the maturity and academic preparation to be successful in college-level courses.
2. All policies and requirements set forth herein are subject to the THECB Rules, and, in the event of conflict, the THECB Rules govern and apply. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85, (i)(2)]
3. This Agreement may only be modified in writing signed by both parties.
4. This Agreement will become effective on the date the last party executes it and will remain in effect until either party decides to terminate same. 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 MCC semester or High School semester, whichever is earlier.
5. Nothing herein shall waive the parties' immunity to suit or liability as established by applicable law.
6. The parties to this Agreement are not in a joint venture, partnership, or otherwise.
7. This Agreement shall be governed by the laws of Texas.
8. All parties to this Agreement agree to abide by and comply with all applicable laws regarding student privacy including, but not limited to, FERPA.
9. Notwithstanding anything to the contrary in this agreement, MCC acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any defenses available to the High School under applicable law, including, without limitation, any statutory or governmental immunity from suit and liability.

10. MCC is aware and acknowledges that the High School is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the agreement, which may include those terms and conditions relating to: liens on the school property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidential information. Terms and conditions relating to these limitations will only be binding on the school to the extent permitted by the constitution and the laws of the state of Texas.
11. The signatures below indicate and represent that the governing boards of both MCC and the High School have approved this Agreement.

#### **XXIV. Other Agreements with the High School**

This agreement does not apply to MCC Continuing Education courses, nor other agreements between MCC and the High School. MCC and the High School will have a separate and distinctive agreement for MCC Continuing Education courses offered to High School students.

#### **XXV. Accommodations/Disabilities**

Dual credit students who may require accommodations in order to have proper access to meet course requirements due to a documented disability should contact MCC Accommodations (Disability Services) as soon as possible. Students will be required to complete the registration form in WebAdvisor, submit documentation for the diagnosed disability, and meet with the Accommodations Coordinator. Faculty and the student will receive an email confirming all accommodations. Faculty may also review accommodations by accessing their roster via WebAdvisor, and students may review their accommodations under the My Accommodations Plan in WebAdvisor. Please note that instructors are not required to provide classroom accommodations to students until appropriate verification from Accommodations (Disability Services) has been provided. Note also that accommodations may differ between the high school and college. For additional information, please visit [mclennan.edu/disability](http://mclennan.edu/disability).

Students with questions or who require assistance with disabilities involving physical, classroom, or testing accommodations should contact:

Accommodations (Disability Services)  
[disabilities@mclennan.edu](mailto:disabilities@mclennan.edu)  
254-299-8122  
Student Services Center Room 319

MCC policies related to accommodations will apply to students enrolled in dual credit courses. In appropriate circumstances, MCC and the High School may collaborate to provide accommodations to dual credit students.

## **XXVI. Title IX**

MCC cares about student safety and values an environment where students and instructors can successfully teach and learn together. Individuals who would like to report an incident of sexual misconduct are encouraged to immediately contact the Acting Title IX Coordinator at [titleix@mclennan.edu](mailto:titleix@mclennan.edu) or by calling Dr. Claudette Jackson (Director of Diversity, Equity and Inclusion) at (254) 299-8645. Individuals also may contact the MCC Police Department at (254) 299-8911 or the Student Counseling Center at MCC by calling (254) 299-8210. The MCC Student Counseling Center is a confidential resource for students. Note: Disclosures by students under 17 years old may be subject to mandated reporting requirements related to minors' safety and/or releases to parents/guardians.

McLennan's Title IX webpage (<http://www.mclennan.edu/titleix/>) contains more information about definitions, reporting, confidentiality, resources, and what to do if someone is a victim of sexual misconduct, gender-based violence or the crimes of rape, acquaintance rape, sexual assault, sexual harassment, stalking, dating violence or domestic violence.

## **XXVII. Non-Discrimination**

Neither McLennan Community College nor the High School will discriminate against any individual regardless of race, color, religion, national or ethnic origin, gender, disability, age, veteran status, genetic information, sexual orientation, gender identity, pregnancy, or other legally protected category in its educational programs, activities, or employment as required by Title VI or Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments Act of 1972, and the Age Discrimination Act of 1978.

The following staff member is designated to handle inquiries regarding nondiscrimination policies: Dr. Claudette Jackson, Director of Equity and Inclusion, 1400 College Drive, 254-299-8645, [titleix@mclennan.edu](mailto:titleix@mclennan.edu).