



**DUAL CREDIT PARTNERSHIP AGREEMENT
BY AND BETWEEN
LAMAR INSTITUTE OF TECHNOLOGY
AND
FIRST BAPTIST ACADEMY
2026-2031**

This Dual Credit Partnership Agreement (this "Agreement") is made by and between the Lamar Institute of Technology, an agency and institution of higher education established under the laws of the State of Texas ("LIT"), and First Baptist Academy (the "School" or "ISD"). LIT and School may be referred to singularly as a "Party" and collectively as the "Parties." This Agreement shall become effective as of June 1, 2026.

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

WHEREAS, LIT offers a dual credit partnership program ("Program").

WHEREAS, School and School's students ("Students") wish to participate in the Program as provided herein.

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

Overview of the Program

This Agreement is established in accordance with Title 19, TAC, Part 1, Chapter 4, Subchapter D, §4.84 and the statewide goals outlined in TEC §28.009. This Agreement reflects the joint commitment of the Texas Higher Education Coordinating Board (the "THECB") and the Texas Education Agency ("TEA") to promote access to high-quality dual credit opportunities that prepare high school students for success in postsecondary education and the workforce.

The purpose of this Agreement is to define the responsibilities and expectations of the School and LIT in providing courses through which a student may simultaneously earn high school and college credit. The Parties seek to ensure equitable access, academic rigor, and seamless transition from secondary to postsecondary education in compliance with state standards.

Goals of the Program

- **Goal 1:** School and LIT will engage in purposeful and collaborative outreach to ensure that all students and parents are informed of the benefits, costs, and expectations of dual credit participation, including eligibility criteria, enrollment procedures, and tuition/fee policies.
- **Goal 2:** Dual credit programs will assist high school students in successfully transitioning to and accelerating through postsecondary education pathways.
- **Goal 3:** Dual credit students will receive appropriate academic advising, college readiness support, and access to student services designed to promote persistence and college completion.
- **Goal 4:** Dual credit courses will maintain the same quality, rigor, learning outcomes, and standards as corresponding courses offered at the college or university to ensure student success in subsequent coursework.

Program Requirements

1. Eligible Courses

LIT shall establish and conduct the courses included in the degree plans made available to Students under this Agreement. Students are encouraged to take coursework that will apply to a future major or area of interest.

2. Faculty Selection, Supervision, and Evaluation

LIT shall select all instructors of dual credit courses. Instructors teaching dual credit courses in the Program must meet the same academic and professional qualifications required of faculty teaching the same courses at LIT's main campus, as specified by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") or other applicable accrediting body. LIT shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures for instructors at LIT's main campus.

3. Student Eligibility

Students are eligible to participate in the Program if they meet the eligibility requirements (i) established by the THECB, including demonstrated college readiness through approved assessment scores or other criteria as defined in TAC §4.85; and (ii) established by LIT as outlined in Exhibit A to this Agreement.

Additional qualifications may apply depending on the Program agreed between the Parties. Any additional qualifications will be listed in Exhibit A. In the event of any inconsistency between the eligibility requirements listed on LIT's website and those listed in Exhibit A, the requirements in Exhibit A will control.

4. **Course Curriculum, Instruction, and Grading**
Each dual credit course offered under this Agreement shall be the same as the course offered to LIT students in content, learning outcomes, evaluation methods, and rigor. LIT will ensure that course syllabi, grading standards, and student learning assessments are equivalent to those used in corresponding college-level LIT courses.
5. **Academic Policies and Student Support Services**
Regular LIT academic policies will apply to courses taken through the Program. Student support services, including but not limited to, academic advising and counseling are available to Students enrolled in the Program.
6. **Student Advising**
LIT and School will establish common advising strategies and terminology related to dual credit and college readiness. School will designate at least one (1) employee to be responsible for providing academic advising to a Student enrolling in a dual credit course under the Program before the Student begins the dual credit course.
7. **Transcription of Credit**
At the end of each term, LIT will provide a grade roster with letter and numeric grades to the School's designated representative. School will make the necessary arrangements to post the grade for the dual credit course on Student's high school record. Any grade received by Student in a dual credit course will remain on the Student's LIT record in accordance with LIT policy. Students can request a transcript from LIT upon payment of fees.
8. **Funding**
Students enrolled in an LIT Program will be charged the dual credit tuition rate outlined in Exhibit A.
9. **Code of Conduct**
All students enrolled at LIT, including but not limited to Students in the Program, are required to abide by the standards outlined in LIT's student code of conduct and academic integrity policy.
10. **Program Oversight and Evaluation**
Both Parties agree to conduct ongoing evaluation of the Program to ensure compliance with TAC §4.84, adherence to institutional and state standards, and continuous improvement in student access, equity, and success.
11. **Outreach and Education**
LIT: Information regarding current benefits, enrollment, and fee policies associated with dual enrollment are accessible via one or more of the following media: LIT website (<https://lit.edu>); LIT dual enrollment brochures; LIT updates

and emails disseminated to school administrators, counselors, and teachers; and LIT conducted workshops and presentations..

School: School agrees to post information regarding the benefits, costs, and enrollment procedures for Programs offered under this Agreement on its website. School further agrees to advertise and market LIT Program opportunities by disseminating information and updates provided by LIT to prospective students and parents. School agrees to support counselors and other School personnel to participate in Program workshops and informational sessions conducted by LIT.

12. Data Sharing and FERPA Compliance

Data Sharing

If a Student is enrolled concurrently at LIT and School as part of the Program, the Parties may disclose an education record(s) regarding Student in accordance with United States Code, 34 CFR 99.34. The Parties agree that each has a legitimate educational interest in Student's education records for purposes of FERPA (the *Family Educational Rights and Privacy Act*). Each Party hereby designates the other Party as a school official with a legitimate educational interest in the educational records covered by this Agreement and to the extent that access to the education records is required by each Party to carry out the purposes of this Agreement.

School understands and acknowledges that once Student is enrolled in an LIT course, Student is under the postsecondary rules of FERPA and Students are given the right of privacy in their education records when enrolled in LIT courses, regardless of their age. Any disclosure of Student's education records to parents, legal guardians, or third parties by LIT is at LIT's sole discretion. However, School will abide by the rules of FERPA applicable to primary and secondary public schools.

Data Coordination

The ISD and LIT agree to share data necessary to administer and report on the FAST program, including student enrollment, eligibility verification, and award disbursement consistent with TAC §4.84(b)(19).

Confidentiality

Both Parties agree that shared data will be transmitted securely and maintained in compliance with FERPA and applicable state privacy laws.

13. Annual Review

School and LIT will jointly review financial aid processes annually to ensure program effectiveness, data accuracy, and continued compliance with TEC §28.0095, TAC Chapter 13, Subchapter Q, and the partnership requirements of TAC §4.84.

General Provisions

1. Term and Termination

The term ("Term") of this Agreement will begin on the Effective Date and shall be in effect for five (5) Years.

This Agreement may be terminated by either Party upon sixty (60) days' written notice. Notwithstanding the foregoing, however, any Student enrolled in the Program at the time of termination shall be permitted to complete the semester or term in which the student is enrolled.

2. Relationship of the Parties

The Parties are independent contractors, and the relationship between the Parties does not and will not constitute a partnership, agency, or joint venture. Neither Party shall have the authority to make any statements, representations, or commitments of any kind or take any action that will be binding on the other Party, without the prior written consent of such other Party.

3. Assignment

This Agreement may not be assigned or delegated by either Party without the written consent of the other Party.

4. Notices

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests, or other communications required or permitted under this Agreement will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below. Notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) when received, or (iii) if delivered by email (to the extent an email address is provided below), when received:

If to LIT: dualcredit@lit.edu

If to School:

5. Non-Waiver

No condition of this Agreement may be waived except by written consent of the

waiving Party. Forbearance or indulgence by one Party in any regard whatsoever shall not constitute a waiver of the condition to be performed by the other Party.

6. Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained in it. The Parties may mutually agree to renegotiate this Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

7. Governing Law

Jefferson County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions thereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas.

8. Entire Agreement; Modifications

This Agreement (including all exhibits, schedules, supplements, and other attachments (collectively, "Exhibits")) supersedes all prior agreements, written or oral, between School and LIT. This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter.

This Agreement is binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by LIT and School. All Exhibits are attached to this Agreement and incorporated herein for all purposes.

9. Indemnification and Hold Harmless

Both Parties understand and acknowledge that each Party is a political subdivision of the State of Texas and the Texas Constitution prohibits either Party from giving indemnities. Notwithstanding any contrary provisions of the Agreement, neither Party may indemnify or hold harmless the other Party.


IN WITNESS WHEREFORE, LIT and School have executed this Agreement to be effective as of the Effective Date.

LIT:

SCHOOL:

 6/1/21

Dr. Sidney Valentine,
President, Lamar Institute
of Technology

 3/23/2026

Chris Bottoms, Director
First Baptist Academy

Exhibit "A"

Eligible Courses

1. LIT and School will work together to identify dual credit courses that may be offered under this Agreement. Certain courses may be accepted, including but not limited to, competitive entry allied health program courses and any courses that have additional requirements (e.g., Emergency Medical Services Program classes that require participants to be at least 18 years of age).
2. Eligible courses may be taken in any format (face to face, online or hybrid) that LIT offers said courses unless otherwise specified in writing between the Parties.
3. Establish Course(s).
 1. School must request, in writing, to offer a dual enrollment course on the School's campus. The request must include the course title, course rubric, HS faculty member (See Section VIII for faculty criteria), course location, and course meeting times. Requests must include dual enrollment courses for the academic year (fall semester and spring semester). Requests must be submitted to the Dual Credit Director.
 2. For courses that begin in the fall semester, LIT must be notified no later than the first working day in June.
 3. If the request is approved, the course will be added to the LIT schedule. Until this process has occurred, Students will not be able to register for the course(s).
 4. The Dual Credit Director will share the list of courses being taught with the Provost/Vice President for Instruction, Deans and Department Chairs after receiving them from the ISD. The Dual Credit Director will send LIT syllabi for each course to the Principal of each high school. Before the first-class meeting, the ISD will send the teachers Individual syllabus for each course.
4. Academic credit or technical courses may be provided at a high school in the district or at LIT.
5. Credit courses offered on either the high school or LIT campus will be eligible for dual enrollment status.

II. Student Eligibility.