

**Memorandum of Understanding  
For Dual Course Credit Partnership Between Sam Houston State University  
and Blaze Christian Academy**

This Memorandum of Understanding for Dual Course Credit Partnership Agreement (“MOU”) between Sam Houston State University, an agency and institution of higher education authorized under the laws of the State of Texas, and member institution of the Texas State University System (“University”), and Blaze Christian Academy, a homeschool learning center (“School”) is effective as of the date of full and final execution below, pursuant to the authority granted in compliance with Texas Education Code §§ 28.009, 29.182, 29.184; and 19 Texas Administrative Code Chapter 4, Subchapter D and Chapter 9, Subchapter H. Individually, University and School are referred to herein as “Party” and collectively as “Parties.”

The Parties to this MOU desire to jointly establish and participate in a Dual Course Credit Partnership (“Partnership”) to allow high school students to earn dual course credit for award of both high school credit and college certificate and or associate degree credit. Texas Education Code §§ 28.009, 29.182, 29.184; and 19 Texas Administrative Code Chapter 4, Subchapter D and Chapter 9, Subchapter H, authorize an institution of higher education to contract with a public-school district for the provision of instruction resulting in dual credit received by a student for such course.

The following conditions apply to the MOU and Partnership:

**1) Program Goals**

- a) A dual credit program’s achievement of enrollment in and acceleration through postsecondary education;
- b) Performance in college-level coursework;
- c) Effective bridge between secondary and postsecondary; and
- d) Specific program goals aligned with statewide goals.

**2) Accreditation**

- a) Sam Houston State University (“SHSU”) is accredited by the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”) to award bachelors, masters and doctoral degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404) 679-4500 for questions about the accreditation of SHSU or visit their website (<https://sacscoc.org>).

SHSU is committed to adhering to the Principals of Accreditation: Foundations for Quality Enhancement as well as policy statements and guidelines provided by SACSCOC. All off-campus instructional sites and instruction must meet the accreditation criteria. Failure to meet the criteria will result in loss of status as an off-campus instructional site and/or dual credit partner.

In addition to maintaining accreditation with SACSCOC, SHSU is governed by the Texas State University System (“TSUS”) and the Texas Higher Education Coordinating Board and must comply with the TSUS Rules and Regulations, Texas Administrative Code, and Texas Education Code. Failure to comply with these rules or applicable laws will result in loss of status as an off-campus instructional site and/or dual credit partner.

### **3) Eligible Courses**

- a) The University will evaluate courses offered for dual credit and will approve them through the curriculum approval process in accordance with any Texas Higher Education Coordinating Board (“THECB”) requirements.
- b) Courses offered for dual course credit must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual or as college-level workforce education courses in the current edition of the Workforce Education Course Manual.
- c) Courses offered for dual credit are in the University’s approved undergraduate course inventory.
- d) Remedial and developmental courses are not offered for dual credit.
- e) Specific course offerings will be determined collaboratively by the University and School.

### **4) Dual Credit Course Locations**

- a) Dual credit courses may be offered at the School, University, online, or some combination thereof.
- b) Enrollment of School student in an online dual credit course will be reviewed with the parent/guardian and student. The review will serve to explain the requirements and expectations of online courses. The ultimate enrollment decision rests with the University after consultation with the School counselor.

### **5) Student Eligibility Requirements**

- a) A high school student is eligible to enroll in dual credit courses if the student:
  - i) demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (“TSI”) as set forth in the Texas Administrative Code or
  - ii) demonstrates eligibility to enroll in dual credit courses by providing testing scores that meet exemption, passing, or waiver requirements established under Texas Administrative Code §4.85.
- b) In addition, a high school student is eligible to enroll in dual credit courses if the student applies and is admitted to the University as a Dual Credit student.
- c) Students must meet all of the University’s regular prerequisite requirements designated for that course.
- d) Students must maintain a “C” or better to continue enrollment in the dual credit program.

## **6) Student Course Composition**

- a) Dual credit courses may be composed of dual credit students only or a combination of dual and college credit students.
- b) Exceptions for a mixed course that combines college credit and high school credit-only students may be allowed only when the creation of a high school credit-only course is not financially viable for the high school and only under the following conditions:
  - i) 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 such a course;
  - ii) If the high school credit-only students are College Board Advance Placement or International Baccalaureate students; or
  - iii) If the course is a career and technical/college workforce education course and the high school credit-only students are eligible to earn articulated college credit.

## **7) Student Complaints**

- a) Student grievance or complaint procedures for handling student complaints, regarding the dual credit course, are governed by SHSU policy and guidelines. Dual credit students with complaints shall follow the procedures as stated in the SHSU Student Guidelines.

## **8) Faculty Selection, Supervision, and Evaluation**

- a) School faculty teaching a dual credit course at the School must be approved in advance by the University. All other dual credit instructors shall be selected by and be regularly employed faculty members of the University. The University shall provide all instructors for online dual credit courses.
- b) All dual credit instructors must meet SHSU credentialing requirements as reflected in the SACSCOC Faculty Credentials Guidelines document, located at <https://sacscoc.org/app/uploads/2019/07/faculty-credentials.pdf>.
- c) All Dual Credit instructors will be evaluated. The evaluation process will follow the University's evaluation process for adjunct instructors.
- d) The School faculty teaching the dual credit course at the School will do so as part of a regular teaching assignment. Such instructors will comply with the University's standards for instruction. The University must approve all instructors prior to any teaching. Any changes in teaching assignments must be approved by the University.
- e) The School shall provide, free of charge, a School employee or other individual approved by the University to proctor all assessments as needed for online dual credit courses, to serve as a student mentor, to receive student performance email notifications, and any other reasonably necessary duties to facilitate this MOU.
- f) All instructors shall be required by the University to participate in outcomes assessment activities.
- g) All instructors shall be required by the University to participate in University professional development activities.

- h) Official transcripts of instructors must be received within thirty (30) days of the start of the academic term.

## **9) Course Curriculum, Instruction, and Grading**

- a) School is responsible for determining that the University course(s) approved for dual course credit meets the essential skills and knowledge required by the Texas Education Agency.
- b) Dual credit courses will be at a more advanced level than the courses taught at the high school level.
- c) A dual credit course and the corresponding course offered by the University are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation.
- d) Dual credit courses must follow the SHSU department's established syllabi, as well as the grading/weighting of assignments, exams, labs, and projects to maintain the academic integrity and rigor of the university course.
- e) Workforce programs offered as dual credit will meet requirements set forth by the University and its accrediting and oversight bodies.

## **10) Academic and Student Support Services**

A description of the academic supports and guidance that will be provided to students participating in the dual credit program are listed below.

- a) Advising: School and University will establish common advising strategies and terminology related to dual credit and college readiness, provide for the alignment of endorsements described by Texas Education Code § 28.025(c-1), and identify tools to assist school counselors, students, and families in selecting endorsements offered by SHSU. Academic advisors are available to assist students with a variety of academic services including admissions, testing, advising, registration, referral of campus and community resources, add/drop/withdrawal process, transfer planning, and graduation process. A student enrolled in a dual credit course shall file a degree plan with the University no later than the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of fifteen (15) or more semester credit hours of course credit for dual credit courses successfully completed by the student.
- b) Career Services: The Career Success Center is dedicated to helping students explore college majors and associated careers, research employers, and prepare for interviews.
- c) Disability Services: Students with disabilities are encouraged to register with Services for Students with Disabilities ("SSD") on campus as early as possible to help ensure that all accommodations are in place by the beginning of the semester.
- d) Dual credit students are eligible to use the same or comparable support services afforded to all University students including services (e.g., academic advising and counseling), learning materials (e.g., library resources) and other benefits. Other services may be available on the campus based on student and community needs.

## **11) Roles and Responsibilities**

A description of the School and University's respective roles and responsibilities in providing and ensuring the quality and instructional rigor of the dual credit program are listed below.

- a) The University will ensure that all SLOs are taught in the dual credit course. Instructional outcomes and materials for dual credit course sections must be equivalent to the University course.
- b) The University will provide training on the Student Learning Outcome Assessment process.
- c) The University will provide professional development opportunities for dual credit instructors every academic year.
- d) The University is solely responsible for approving textbooks used for University-level courses, and the dual credit instructor shall only use textbooks approved by the University for the dual credit courses.
- e) The University will provide a syllabus guide and approve the syllabus for all dual credit courses taught.
- f) The University is responsible for verifying the credentials for all dual credit instructors.
- g) The dual credit instructor is responsible for completing all administrative tasks as required by the University department.
- h) Curriculum and instruction will be the same and dual credit students will be expected to perform at same level as traditional college students.
- i) School as well as University credit should be transcribed immediately upon a student's completion of the performance required in the course.

## **12) Instructional Calendar**

- a) The instructional calendar for the dual credit courses will contain and reflect all of SHSU's major holidays and campus closings. All dual credit students and faculty are required to follow the SHSU academic calendar and deadlines. The dual credit course must be taught within the SHSU academic term.

## **13) Tuition, Fees, Textbooks, and Supplies**

- a) Textbooks to be used in dual credit courses must be approved by the University.
- b) Fees for dual credit courses will align with Schedule 1–Dual Credit Tuition and Fee Schedule.
- c) The School or the student will be responsible for transportation, all textbooks, supplemental materials, supplies and operational equipment required for dual credit courses and programs. If the course is offered on a high school campus with a high school-employed instructor, the University agrees not to change textbooks for dual credit students for a minimum of three years based on the publisher's availability and restrictions unless otherwise agreed upon in writing.

- d) The School and University will consider the use of free or low-cost open educational resources in courses offered under the program.

#### **14) Civil Rights Compliance, Complaints about Student Conduct and Student Discipline**

- a) The University and School have policies and procedures in place to receive, investigate, and promptly resolve student and employee complaints alleging civil rights violations. Nothing in this MOU shall change the obligations of each to have in place and to utilize its own complaint resolution processes for students enrolled at the University or School including dual credit enrolled students. The University and School agree that each will cooperate with any investigations conducted by the other.
- b) In the event that a student enrolled in the dual credit program taught at the University engages in conduct that would result in disciplinary action against a University student, the University agrees to advise the School of the conduct prior to the finalization of any disciplinary action against the student. However, the University may remove a student from the course or from the premises in the event that the student engages in conduct that is considered to be disruptive, dangerous, or threatening to others, without prior communication with the School.
- c) Students enrolled in dual credit educational programs are subject to the academic and disciplinary policies and standards of both University and School. The University and School agree to inform the other if a dual credit student is subject to disciplinary action that may affect their status as a dual credit enrolled student prior to the finalization of any disciplinary action against the student.

#### **15) FERPA Compliance and Data Sharing**

- a) If a student is enrolled concurrently at the University and School in a dual credit program, the Parties may disclose an education record regarding the student in accordance with United States Code, 34 CFR 99.34.
- b) The School agrees that, once a student is registered in a University course, the student is under the post-secondary rules of the Family Educational Rights and Privacy Act (FERPA) and students are given the right of privacy in their educational records when enrolled in University courses, regardless of their age. Any release of the student's records to parents, legal guardians, or third parties by University is at the sole discretion of the University.
- c) The University acknowledges that the School may release FERPA protected information to the parent or legal guardian if requested.
- d) The Parties agree that each has a legitimate educational interest in the students' educational records for purposes of FERPA. Both Parties shall ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the dual credit students with respect to educational records and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

#### **16) Term and Termination**

- a) This MOU shall remain in effect from the Effective Date (which shall be the date of last signature) until the end of University's academic year, including summer and will be up for renewal pending review after one (1) academic year unless sooner terminated in accordance with this MOU. For purposes of this MOU, the academic year shall coincide

with the start of the University's fall semester and end upon completion of the University's subsequent spring semester.

- b) Notwithstanding any other provision of this MOU, either Party shall have the right to terminate this MOU for legislative updates or convenience upon thirty (30) calendar days' written notice to the other Party.

### **17) Legal Compliance**

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

Notwithstanding any provision of the MOU, nothing herein shall be construed as a waiver by University of its constitutional, statutory or common law rights, privileges, immunities, or defenses.

### **18) Disability Accommodations**

- a) School understands and acknowledges that disability laws apply differently in University courses than in K-12 courses. Additionally, accommodations that are available in K-12 may be different or unavailable in college-level courses.
- b) Students enrolled in college-level courses are considered University students. Thus, students are responsible for requesting disability accommodations in accordance with University policies and procedures.
- c) School acknowledges that any required costs incurred in providing college-level accommodations to dual credit students will be shared between the University and School.

### **19) Modification**

This MOU may only be modified by the Parties' mutual consent of the parties with at least thirty (30) days' advance written notice of the modification.

## **20) Intellectual Property**

Any programs, data, training materials, or other work product, in any format, created under this MOU (“Intellectual Property”) shall be the property of the University, unless otherwise specifically set forth in the MOU.

## **21) Publicity**

School shall not use the University’s name, logo, or likeness in any press release, marketing materials, or other public announcement without receiving the University’s prior written approval.

## **22) Entire Agreement**

This MOU, including any exhibits, all of which are incorporated herein, constitutes the entire agreement of the Parties regarding the subject matter herein described. This MOU supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. The Parties expressly acknowledge that, in entering into and executing this MOU, the Parties rely solely upon the representations and agreements contained in this MOU and no others.

## **23) Execution**

This MOU will become effective on the date the last party executes the MOU and will remain in effect until its term expires or the MOU is terminated.

## **24) Governing Law**

This MOU, the interpretation of its terms, and any disputes arising from this MOU shall be governed by the laws of the State of Texas. The Parties consent to the jurisdiction and venue of the state or federal courts of Walker County, Texas, in the event of any dispute arising out of or related to this MOU.

## **25) Severability**

In the event that any one or more of the provisions contained in this MOU 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. To this end, the provisions of this MOU are declared to be severable. The Parties may mutually agree to renegotiate the MOU to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

## **26) Counterparts**

This MOU may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals.

## **27) Notice**

Any notice given under this MOU by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return



receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the MOU. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) business days after mailing.

UNIVERSITY:

Sam Houston State University  
1806 Avenue J, Suite 206  
Huntsville, TX 77340  
Attn: Office of the General Counsel

With a copy to:  
Sam Houston State University  
1806 Avenue J, Suite 302  
Huntsville, TX 77340  
Attn: Office of the Provost and Sr  
VP of Academic Affairs

SCHOOL:


Blaze Christian Academy  
First Montgomery Baptist Church  
20423 Eva Street  
Montgomery, TX 77356

**28) Authority**

The persons signing below on behalf of the University and School represent and acknowledge that they have authority to execute this MOU according to its terms.

SAM HOUSTON STATE  
UNIVERSITY:

BLAZE CHRISTIAN ACADEMY:

**Michael T.  
Stephenson**  Digitally signed by Michael  
T. Stephenson  
Date: 2024.07.29 09:52:22  
-05'00'

Signature

Date

Name: Dr. Michael T. Stephenson  
Title: Provost and Sr. Vice President  
for Academic Affairs

*Monica Stanley* 7/24/2024

Signature

Date

Name: Monica Stanley  
Title: Blaze Christian Academy  
Director

Attachments (mark attachments applicable to this Agreement):

- Schedule 1–Dual Credit Tuition and Fee Schedule
- Schedule 2–Course Crosswalk

### **Schedule 1 - Dual Credit Tuition and Fee Schedule**

Per approval by the Texas State University System Board of Regents, the designated tuition rate for a high school student enrolled in a dual credit course is \$50 per semester credit hour when the qualified faculty member is employed by the individual district/school.

The designated tuition rate for a high school student enrolled in a dual credit course is \$100 per semester credit hour when an SHSU faculty member is the instructor.

The number of credit-hours associated to each course coincides with the second digit of the four-digit course number. For example, MATH 1342 is a 3 credit-hour course.

On or after the University 12<sup>th</sup> class day, an invoice will be sent from the University to the School requesting the appropriate amount per credit hour per student enrolled on the 12<sup>th</sup> class day, regardless of any student resignations later in the semester.

## Schedule 2 – Course Crosswalk

The following is a list of University courses that are available to be taught as high school dual credit. The TEKS alignment of high school coursework is determined and approved by the School.

| Course Number | SHSU Course Title   | TEKS Course              | Course credits | Endorsement |
|---------------|---------------------|--------------------------|----------------|-------------|
| MATH 1314     | Precalculus Algebra | Determined by the School | 3              | All areas   |
| ENGL 1301     | Composition I       | Determined by the School | 3              | All areas   |
| ENGL 1302     | Composition II      | Determined by the School | 3              | All areas   |

This list is current through the Spring 2025 semester. Additional courses may be added as the capacities and needs of both the School and University change.