



**Dual Post-Secondary Credit Partnership Agreement**  
**Between Laredo College and School Districts**

**PURPOSE**

This Dual Credit Partnership Agreement ("Agreement") will serve as the instructional partnership between Laredo College (the College) and School Districts (the District), enter into the following Memorandum of Understanding ("MOU") effective \_\_\_\_\_ ("Effective Date") through \_\_\_\_\_. This agreement complies with and incorporates the requirements of House Bill 1638 (85th Legislature, Regular Session), House Bill 3650 (86th Legislature, Regular Session), Senate Bill 1276 (86th Legislature, Regular Session) & Senate Bill 1277 (87th Legislature, Regular Session), Senate Bills 12 and 412 (89<sup>th</sup> Legislature, Regular Session), and all other applicable legislation.

**DUAL CREDIT COURSES** (*Statewide Goal 4*)

- a. Dual credit courses are courses in which a high school student enrolls in a college course and receives simultaneous academic credit for the course from both the college and high school. Courses offered for dual credit must be identified by the College as college-level academic or college-level workforce courses.
  
- b. In addition to dual credit courses, the College and the District may offer continuing education (CE) courses that are non-college-level credit courses designed to support workforce development and industry certification pathways. Students enrolled in these courses may earn continuing education credit through Laredo College, and participation in these courses does not automatically grant high school credit unless approved by the District.
  
- c. The College will teach dual credit courses and continuing education course sections with at least a minimum number of 12 students per section. Exceptions can be made on a case-by-case basis and as agreed between both institutions.
  
- d. The College reserves the right, in its sole discretion, to suspend or decline to offer dual credit or continuing education courses to District high school students under this Agreement if conditions, including but not limited to financial exigency or other institutional constraints, prevent or limit the College's ability to do so.
  
- e. Laredo College ensures that all dual credit courses, regardless of instructor or delivery method, maintain the same instructional standards, academic rigor, practices, procedures, and policies as equivalent college-level courses offered by the College. Dual credit courses shall be offered in compliance with Texas

**Commented [JR1]:** Added the continuing education course offering here

**Commented [GM2R1]:** This addition is acceptable.

**Commented [MR3]:** Shouldn't the district have the same right? They too should be able to discontinue a class or program



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Education Code §28.009 and the **rules** of the Texas Higher Education Coordinating Board (THECB), as well as the requirements of the College's recognized accrediting agency and other applicable regulatory entities. All dual credit courses are college-level courses and shall be governed by the College's approved curriculum, academic standards, grading policies, student conduct codes, and administrative procedures. Faculty qualifications, course content, rigor, and evaluation methods shall be consistent with those applicable to the same courses offered on the College campus. The official course grade shall be assigned and recorded by the College and shall serve as the grade of record for both institutions. These standards also apply to all non-college-level courses and programs.

- f. College Connect Courses will be available through the Dual Credit program. These courses combine college-level content with college-readiness instruction to support students who are still developing the skills needed for college success. Designed to align with the institution's core curriculum, these courses offer students added flexibility and an opportunity to begin earning college credit while building readiness for future coursework.
- g. The District and the College will develop a course crosswalk identifying the college and high school courses for dual credit and/or CCMR Certification (see addendums).

**STUDENT ELIGIBILITY**

- a. To be eligible for enrollment in dual credit courses and **continuing** education courses, high school students must meet Laredo College's admissions requirements. This includes completing and submitting the Laredo College online admissions application (ApplyTexas) and providing the following supporting documents:
  - i. A copy of the student's most recent high school transcript
  - ii. Official Texas Success Initiative (TSI) scores, if applicable
  - iii. Documentation demonstrating exemption from TSI requirements, if applicable, and approval by Laredo College
  - iv. Proof of compliance with state-mandated vaccination requirements, if applicable

**Commented [JR4]:** I combined both statements and created this, let me know what you think.

**Commented [GM5R4]:** I made minor changes to this section.

**Commented [JR6]:** If we are adding continuing education courses, I believe we need to standardize admissions process for both. Currently CE dual students don't apply via ApplyTexas

**Commented [GM7R6]:** I see no issues with this addition.

**Commented [MR8R6]:** I agree, all high school students need to be tracked in the system and applicants need to use the Apply Texas program and process.



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- b. The High School student(s) interested in taking a dual credit course and/or continuing education courses must submit all admissions paperwork by the deadlines listed below.
  - Fall Semester: June 15
  - Spring Semester: November 15
  - Summer Session 1: May 1
  - Summer Session 2: June 1
  - Note: If the date falls on the weekend, the deadline will be the Friday before.
- c. The College requires that any high school student demonstrate eligibility to enroll in dual credit courses by meeting one of the following (1) Texas Success Initiative; (2) Texas Administrative Code for dual credit standards; or (3) LC's course placement requirements.
- d. Please note: The District may choose to pilot the non-degree-seeking option at high school sites. Dual credit students selecting the non-degree-seeking major may enroll in up to 15 credit hours of dual credit courses without fulfilling Texas Success Initiative (TSI) standards. It is highly recommended that students enroll in the appropriate college-level English and math courses to satisfy TSI requirements prior to the conclusion of 15 credit hours.
- e. Student eligibility and academic requirements for dual credit or continuing education programs may vary depending on the specific program or pathway in which the student is enrolled. Certain programs, including some offered at the district level—particularly workforce education programs—may have minimum GPA standard or other eligibility criteria outlined in the district's student handbook.
- f. Students must meet all the college's prerequisite requirements as outlined in our Laredo College catalog and/or in the Student Program Handbook for each designated dual credit course or CCMR Certification.
- g. As defined by the College catalog, students must remain in good academic standing at their high school and at the College while enrolled at both institutions. Students placed on academic suspension will not be allowed to enroll in subsequent semesters unless they submit a Laredo College Academic Appeal Form, and if approved, the student may enroll under specific conditions.

**Commented [MR9]:** Is there an addendum that explains these exceptions?  
  
Where in this agreement is the definition of "Good Standing"?

**Commented [MR10]:** Is there a copy of the appeal form anywhere?



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- h. The District and the College agreed on a clearly defined educational pathway that aligns with the students' academic and career goals. Student course registration must align with the student's declared major. This intentional focus minimizes course duplication, supports timely degree or certification completion, and helps students make efficient progress toward transfer or workforce readiness. The intent is also to reduce the excess amount of credit hours and possibly non-credit that could potentially in the future affect the students financial aid.
- i. Students enrolled in specialty programs at Laredo College—such as those in Health Sciences or Workforce Education—may be required to maintain higher academic performance standards, including a minimum grade of C (70%) in each course. These requirements are detailed in the Laredo College catalog and/or the program student handbook.

**Commented [MR11]:** Is there a contract or some kind of signature collected at the high school that requires parents to know which pathway their child will be enrolled in?

**Commented [MR12]:** Can we add the link here?

**STUDENT RECRUITMENT**

- a. The District will recruit eligible high school students with ample time to submit admissions and enrollment documents to the College. The recruitment process will include, but is not limited to, a website that will provide recruitment and admission information; the distribution of recruitment/admission packets; and informational meetings to explain the opportunities and commitment required of Dual Credit students.
- b. Certain programs at Laredo College, including those in Health Sciences and Workforce Education, require a secondary admissions process. These programs may involve a separate application, additional eligibility criteria, and selective review beyond general college admission. Consult the Laredo College catalog for detailed admissions requirements specific to each program.
- c. The District and the College will establish a set of expectations for the cohort seeking participation in the Dual Credit program to be shared with students and parents. The Academic expectations will be contingent upon the program to which the student is admitted.
- d. The College will participate in the District's Parent-Student Dual Credit Informational Sessions scheduled for each campus.

**Commented [GM13]:** Does the set of expectations vary from cohort to cohort? Is the set of expectations reduced to writing?

**Commented [JR14R13]:** The expectations do not vary they are standard

**Commented [JR15R13]:** Would this be from the recruitment/admissions standpoint or once the student is admitted and following a specific academic/workforce program?

**Commented [DMT16R13]:** In other words, the recruitment is the same for all students. However once students are selected for specific dual program, then academic expectations will vary. For example, an early college student will need to complete 60 credit hours whereas a gold student (program that UISD has) will need to complete 12-30 hours. Each cohort will have various academic expectations.

**Commented [MR17R13]:** The Recruitment for programs should be the same, the college admissions is all the same for all applicants. The secondary admission is for Nursing and WF programs, which will come after the student is accepted to the College. That will ensure that transcripts and documentation is already in the system. Everyone should be using the system to support even secondary admissions so that students do not have resubmit transcripts, test scores and the like. The only thing required would be a separate application form.

**PARENTAL INVOLVEMENT & OUTREACH** *(Statewide Goal 1)*



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- a. The District will lead parental involvement and outreach efforts to ensure parents/guardians understand the Dual Credit concept and that students are earning college credit which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of all dual credit students and the parents of these students are expected to be involved in the program.
- b. The District personnel, counselors, and administrators will be responsible for all communication with parents. College personnel will not be expected to communicate directly with parents due to the limitations imposed on the College under the Family Educational Rights and Privacy Act (“FERPA”).
- c. If a parent or guardian wishes to access a dual credit student’s educational records, the student must first submit a signed FERPA release form to the Laredo College Office of the Registrar.

**Commented [MR18]:** Should a parent request a meeting, the assigned high school campus dual credit liaison is responsible for communicating with the parent and sharing progress reports, per the parent’s district requirements and scheduling.

**Compliance with Federal and State Laws**

- a. The College and the District agree to work collaboratively to comply with all requirements, guidelines, and policies established under Federal and State Laws, including any future amendments or updates. Both parties will maintain open communication to ensure compliance and proper implementation of the law.
- b. Any concerns raised by students, parents, or guardians related to Federal and State law will be addressed by the District, with the College providing support as appropriate to ensure that all concerns are managed in a timely and effective manner.

**LOCATION OF CLASSES & SCHEDULE**

- a. Dual Credit courses will be taught on the College campuses, High Schools, Online, or Hybrid in accordance with the College’s academic calendar. Online courses are reserved for LC faculty only unless otherwise approved by the College under emergency or unforeseen circumstances.
  - i. Face-to-face: One where the student(s) and instructor(s) are in the same physical location for the majority of the instruction.
  - ii. Hybrid: Distance education course in which more than 50 percent but less than 100 percent of instructional activity takes place when the student(s) and instructor(s) are in separate physical locations.



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- iii. Online: Distance education course in which 100 percent of instructional activity takes place when the student(s) and instructor(s) are in separate physical locations.
  
- b. If a Dual Credit course is being taught on the College campuses, a District employee ~~will have~~must to be present at all times. This District employee will be known as a facilitator and will have to be present at all times while the course is being taught.
  
- c. The College will offer Dual Credit courses and Continuing Education courses for the District based on a mutually agreed-upon location, schedule, and academic calendar, which will be conveyed in writing and revised as needed. Changes to the schedules, modalities, location, and instructor must adhere to approval by the LC's respective instructional dean and the Laredo College Office of the Registrar.
  
- d. The College will require the District to provide a list of courses to be taught in the upcoming semester by specified deadlines.
  - i. Fall deadline for spring semester courses – Last of September of each fall semester
  - ii. Spring deadline for Summer and Fall courses – Last of February of each spring ~~semestesemester~~
  - iii. ~~It is imperative that these deadlines are supported to ensure appropriate courses are open and faculty assigned where it is necessary to do so.~~

**Commented [MR19]:** This is a footnote...because the districts are always late in making decisions and telling us how many students per course, and the academics have to fill the needs when necessary.

**COMPOSITION OF CLASSES**

- a. High school face-to-face Dual Credit courses will only be composed of high school students enrolled in the College course.
- b. Dual Enrollment courses, including dual credit and concurrent enrollment opportunities such as GOLD and the Summer Academy, may consist of a combination of high school dual credit students and college students enrolled for regular college credit.

**FACULTY, SUPERVISION & EVALUATION** *(Statewide Goal 3)*



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- a. The College will select instructors for dual credit courses. The College is responsible for certifying the credentials of high school faculty who will be teaching college credit or non-college credit courses.
- b. Instructors must be regularly employed faculty members of the College or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by the College to select adjunct faculty responsible for teaching the same college-level courses at the College.
- c. High school teachers selected to teach Dual Credit courses must meet the same approved criteria that the College uses for adjunct faculty and will be evaluated each instructional semester by the College's appropriate Department Chair using the same evaluation instruments and procedures that are used for faculty at the College. Approved high school teachers will be granted access to the College's facilities, services, and resources.
- d. If a Dual Credit course is being taught by a Laredo College Instructor, the district will designate a full-time district employee to serve as a facilitator within the course. The facilitator's role is to provide on-site support for students, assist with communication between the instructor and the district, and ensure that all instructional and administrative processes align with both district and college expectations.
- e. Dual Credit students will evaluate their instructors using the same evaluation instruments and procedures that are used for faculty at the College.
- f. The District will share with the College data on faculty qualifications to determine eligibility to teach dual credit courses.
- g. The District and the College shall participate in joint professional development for faculty and staff.

**COURSE CURRICULUM, INSTRUCTION & GRADING**

- a. The College Dual Credit courses are equivalent to any other college courses with respect to curriculum, instruction, and grading criteria.



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- b. Dual Credit courses will meet or exceed Texas Essential Knowledge and Skills (TEKS) and statewide assessments applicable under TEC Subchapter B Chapter 39 for the courses they replace. Reinforcement of these TEKS will be the responsibility of the District during non-college instructional days.
- c. Textbooks/Materials/Technology used in Dual Credit courses will be the same as those used in the college course taught by the College. The college will make every reasonable attempt to adopt textbooks for a minimum period of three (3) years, whenever possible, and consider open resource textbooks.
- d. Students enrolled in Dual Credit course(s), offered under this Agreement, will have access to all available instructional resources at the College.
- e. The College will report student midterm letter grades, final letter grades, final numerical grades, and GPAs to District designees via a secure File Transfer Protocol (FTP) folder.

**ACADEMIC POLICIES & STUDENT SUPPORT SERVICES** (*Statewide Goal 3*)

- c. Regular academic policies and procedures applicable to college courses taught by the College will also apply to Dual Credit courses and Continuing Education courses offered under this Agreement. These policies and procedures include the appeal process for disputed grades, academic probation/suspension, drop policy, the communication of grading policy to students, distribution of course syllabus and any pertinent policies or guidelines associated with the Dual Credit courses. [All of the academic policies and procedures may be found within the College catalog. Archived and current course syllabus can be found in our college website.](#)
- d. Student drops will only be processed upon the District’s request. A request to drop from a student or a parent/guardian will not be accepted. Drops after the census period will require the District’s internal drop form to be submitted to the College’s Office of Recruitment and Dual Enrollment. Students dropping after the census period will not be allowed to enroll in other courses during the same semester even if the student is moving to another campus within the District offering the same course. The exception is GOLD students with approval from the District. A student dropping after the census period will earn a “W” but will not count towards their 6 state drops.

**Commented [GM20]:** I think we should reference Board policies and procedures that reflect appeal process, probation/suspension, etc. Can you provide me references to the applicable policies and procedures?

**Commented [JR21R20]:**  
<https://catalog.laredo.edu/enrollment-information/grades-gpa/>  
<https://catalog.laredo.edu/enrollment-information/academic-standing/>  
 Could we possibly add this?

**Commented [GM22]:** Should we define the consensus period here?

**Commented [JR23R22]:** Should we add the following hyperlink for this? <https://catalog.laredo.edu/enrollment-information/>

**Commented [DMT24R22]:** I double checked the link and census date is defined but implied. It is under “Attendance Regulations”. I would define as census period as the official date in a term when a college certifies its enrollment for state reporting. Attendance regulations are stipulated in our college catalog, website, and syllabi.



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- e. **Students** enrolled in Dual Credit courses will be eligible to access the same or comparable support services available to Laredo College students. The College will ensure timely and efficient access to enrollment-related services, including academic advising, counseling, academic support services, disability services, and guidance regarding the transferability of credit to two-year and four-year institutions, in accordance with Laredo College policies and applicable state regulations. In accordance with Senate Bill 12 and Senate Bill 412 of the 89<sup>th</sup> Legislature, Regular Session, the District shall be responsible for obtaining and maintaining the appropriate parental or guardian consent for each participating student prior to Laredo College providing access to instructional materials, resources, or services associated with this Agreement.
  
- f. In compliance with Senate Bill 1277, 86<sup>th</sup> Legislature, Regular Session, both the District and the College will designate an employee as responsible for providing academic advising to all students enrolled in Dual Credit courses as follows:

**Commented [JR25]:** Add that the district will be responsible for collecting appropriate parental or guardian consent

**Commented [MR26R25]:** I do not think we can offer the disability services because we are not in parentis locus and the district has the IEP not us...we need to clarify that we will abide by the IEP as reviewed and accepted by the district.

<b>District Designees</b>		
Early Start Pathway	Early College Program	CTE Workforce Courses
Middle School - Counselor	Early College Counselor	Grade Level Counselor
High School - Academic Coordinator		
<b>College Designees</b>		
Academic Programs	Workforce Programs	Health Sciences Programs
Enrollment Coaches (Office of Recruitment and Dual Enrollment)	Department Chair/Director or Faculty/Staff Designee	Department Chair/Director or Faculty/Staff Designee

- g. Students in Dual Credit courses will be subject to the College’s Code of Student Conduct and Discipline in addition to the District’s Student Code of Conduct. The College will reserve the right to take appropriate action on academic and behavioral misconduct on any Dual Credit student regardless of where the



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courses are taught. The College will defer to the District to take any necessary action for conduct and discipline over Dual Credit students that occur at the high school campus.

- f. Students in Dual Credit courses will be subject to the provisions of Title IX policies.

**TRANSCRIPTION OF CREDIT**

- a. The College will manage the Dual Credit students' college transcripts, ensuring that Dual Credit courses are recorded as college courses. College credits will be added to the student's transcript at the end of the semester in which they are earned. The District will be responsible for maintaining the high school student's transcript.
- b. The student will be responsible for obtaining their College transcript for their District file.
- c. The District will be responsible for submitting all Final High School transcripts for graduating students to the college.

**Commented [MR27]:** Why cant we do this ourselves? Isn't it possible for students to sign the waiver and we just send everything to the high schools through the clearinghouse?>

**FUNDING (Statewide Goal 1)**

- a. Applicable tuition and fees will be charged to the District for the number of students participating under this Agreement. Student drops after the census period will generate tuition fees. Tuition and fees are subject to change based on the actions of the Laredo College Board of Trustees.
  - i. As of Spring 2024, the Laredo College Board of Trustees approved a tuition and fees waiver for all Dual Credit students of the district. This waiver will be valid for a subsequent semester/year as long as the Texas Higher Education Coordinating Board allows the College to participate in the Financial Aid for Swift Transfer (FAST) program.
- b. If the Financial Aid for Swift Transfer (FAST) program is no longer available, a reduced tuition fee structure will be negotiated with the district to be applied



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to Dual Credit and Continuing Education courses. This fee structure will apply when Laredo College provides the instructor for the courses. However, if the District provides instructors who meet Laredo College’s qualifications to serve as adjunct faculty while teaching Dual Credit and/or Continuing Education courses, tuition and fees will be fully waived for students enrolled in those courses.

c. Reduced Tuition Schedule for credit bearing courses are as follows:

Credit Hours	1 credit hr.	2 credit hrs.	3 credit hrs.	4 credit hrs.
Tuition	\$ 130.00	\$200.00	\$270.00	\$340.00

- d. Reduced tuition or waivers are not extended directly to individual students enrolling in college courses outside of the Dual Credit Partnership. This tuition agreement is only between the educational institutions outlined in this Agreement.
- e. The District will cover the cost of applicable tuition, fees, textbooks, and transportation to support this dual credit initiative.
- f. Tuition and fees will be reviewed annually, and adjustments may be made as necessary in accordance with Laredo College policies and approvals by the Laredo College Board of Trustees.

**TRANSITION TO COLLEGE** *(Statewide Goal 2)*

- a. The District will promote a college-going culture by displaying college readiness materials, including FAFSA information, Apply Texas step-by-step, College-going checklist, and other related items.
- b. The College will participate with each high school campus to assist with college engagement activities, promote college awareness and participation, and assist with the overall admissions and enrollment process of graduating seniors.
- c. The College will utilize advising strategies related to dual credit and college readiness.
- d. The College will develop & provide literature outlining pathways for endorsements linking to post-secondary credentials. In addition, the College will



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provide structured information to students about the impact of their dual credit courses on college financial aid and pathways.

**MARKETING & CO-BRANDING**

In exchange for its contribution to the partnership, the College reserves the right to be co-branded as follows:

- a. The full name "Laredo College" is to be included in the official title/name of the high school dual credit programs; for example: "Laredo Independent School District and Laredo College".
- b. The logo and full name "Laredo College" are both to be included in all marketing, advertising, social media, print media, and/ or new media pertaining to District programs that involve this Dual Credit program.
- c. The logo and full name "Laredo College" are to be included in other areas designated by the District as appropriate.
- d. The use of the College logo must meet Marketing Identity Department guidelines.

**EDUCATIONAL RECORDS & DATA SHARING**

- a. For legitimate educational interests, the College and District will facilitate the exchange of information among institutions, Dual Credit high school teacher facilitators, Dual Credit high school adjunct faculty and staff, and District's contacts: 1) pertaining to students' progress toward the opportunity to earn college credit including continuing education; 2) to facilitate early intervention and support student success, 3) pertaining to whether college credit is earned, accepted and/or declined; 4) to facilitate accurate recordkeeping; 5) to address academic integrity issues; and 6) for use in the College's outreach and recruitment. If either party obtains access to the District and/or the College's record systems protected under FERPA, each party agrees to strictly adhere to the provisions of FERPA and its regulations. While in possession of FERPA records and data, only persons authorized to access the student's data related to the Dual Credit program will be granted access as required by FERPA.
- b. Data Type
  - i. The District agrees to provide individual student-level data to the College's Office of Recruitment and Dual Enrollment or any other designated office for the purpose of implementing, billing, and evaluating the Dual Credit program and informing students



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of academic opportunities at Laredo College. The District hereby appoints Laredo College as a legitimate educational official of the District in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, Laredo College hereby appoints the District as a legitimate educational official of Laredo College in accordance with FERPA. The Office of Recruitment and Dual Enrollment agrees to provide individual student-level data to the District for the purpose of evaluation, accountability, and student record-keeping.

ii. Data Type by Institution

<b>THE DISTRICT Data</b>	<b>LC Data</b>
<ul style="list-style-type: none"> <li>● Campus Name</li> <li>● Student Name</li> <li>● Student DOB</li> <li>● Student high school ID number</li> <li>● Qualifying GPA</li> <li>● TSIA Scores &amp; Date of Assessment</li> <li>● Qualifying EOC Scores &amp; Date of Assessment</li> <li>● Class rosters with student high school ID number &amp; LC ID number</li> <li>● High School Transcript</li> <li>● Student Texas Student Data System (TSDS) Unique ID</li> </ul>	<ul style="list-style-type: none"> <li>● Campus Name</li> <li>● Student Name</li> <li>● Student DOB</li> <li>● Student high school ID number</li> <li>● Student LC ID number</li> <li>● Class rosters with student high school ID number &amp; LC ID number</li> <li>● Grades               <ul style="list-style-type: none"> <li>● Midterm letter grades only</li> <li>● Final letter and numerical grades</li> </ul> </li> <li>● LC GPA (Academic Standing)</li> <li>● Credit Hours Earned</li> </ul>

a. Data Protection

- i. All files will be exchanged using secure systems and in an encrypted, password protected electronic format by the District and the College.
- ii. The College assures that in all reports, electronic or otherwise, derived from information made available under this agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. The College further assures that the data elements will not



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be released to a third party without prior written parental or student consent, as applicable.

- iii. Any unauthorized disclosure of confidential student information is a violation of FERPA and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur.
- iv. While in possession of these data, both parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of Dual Credit program to have access to the data. Both parties agree to store the data in an encrypted format in a secure and locked area and to prevent unauthorized access.
- v. All persons authorized to have access to the data have certified their understanding that they may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality (“Access to Confidential Data”).

### **3) INDEMNITY**

- a. To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that the College is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding the College’s liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving the College’s immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, the College shall indemnify and hold harmless the District and its officers, agents, and employees, and assigns from all suits, actions, damages, demands or other claims of any character brought for or on account of injury to a person or property arising solely from the College own acts of negligence in carrying out its obligations under this Agreement.
- b. To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that the District is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without



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expanding the District’s liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving the District’s immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, the District shall indemnify and hold harmless the College and its officers, agents, and employees, and assigns from all suits, actions, damages, demands or other claims of any character brought for or on account of injury to a person or property arising solely from the District’s own acts of negligence in carrying out its obligations under this Agreement.

**3) TERMS OF AGREEMENT**

- a. Both the College and the District reserve the right to unilaterally terminate this Agreement through a written notice to the non-terminating party given within ninety (90) days prior to the effective termination date.
  
- b. If a party fails to comply with any provision of this Agreement, the other party may issue a Notification of NonCompliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within 15 (15) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this Agreement at the end of the semester during which the Notice was sent. Any provision in this Agreement which requires performance by either party after the termination of this Agreement including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this Agreement, shall be and remain enforceable after such termination of this Agreement for any reason whatsoever.
  
- c. Students enrolled in Dual Credit courses at the time the termination notice is given will be permitted to complete the course(s) until the end of the semester in which the notice is first given.

- Commented [GM28]:** I have included this paragraph for your consideration. We can revise or remove it if you prefer.
- Commented [JR29R28]:** I think this is good.
- Commented [DMT30R28]:** I agree



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- d. An amendment to this Agreement is not effective until approved in writing by an authorized representative from the College and the District. This would include changes and additions to the College Catalog and course crosswalks.
- e.

**3) GENERAL PROVISIONS**

- a. Each party acknowledges that the other is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in response to any request for public information pertaining to this agreement.
- b. This Agreement is performable in Webb County, Texas. Further, the validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the constitution and the laws of the State of Texas.
- c. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- d. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. Each party can change its respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Laredo College  
Attn: Dr. Minita Ramirez  
West End Washington Street  
Laredo, Texas 78040

District Name  
Attn: Contact Person  
Address  
City, State Zip Code



**Dual Post-Secondary Credit Partnership Agreement**  
**Between Laredo College and School Districts**

Phone: (956) 722-0521

Phone:

Fax: (956) 721-5381

Fax:

Email: [president@laredo.edu](mailto:president@laredo.edu)

Email:

This Agreement shall become effective upon approval by the governing board of the District, upon signing by the Board President of the District or their designee, and upon signing by the President of Laredo College. This Agreement shall remain in effect for 5 years unless amended or terminated by either party with ninety (90) days' written notice pursuant to Section 16 of this Agreement.

\_\_\_\_\_  
Dr. Minita Ramirez  
LC President

\_\_\_\_\_  
School Representative  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date