

Dual Credit Course Agreement Between Texas State University and San Marcos Academy

This Agreement (“the “Agreement”) to provide Dual Credit Courses (“the “Program”) is made and entered into effect as of the date fully executed by the parties (“Effective Date”), by and between Texas State University (“UNIVERSITY”), and San Marcos Academy (“SMA”), 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. UNIVERSITY and SMA are each a “Party” and collectively the “Parties.”

WHEREAS, the Parties to this Agreement desire to jointly establish and participate in the Program to allow high school students from SMA to be awarded both high school and college credit for successfully completed dual credit courses offered by UNIVERSITY, which credits shall be applicable toward completion of a UNIVERSITY degree. Dual Credit requirements outlined in the Texas Administrative code Title 19, Chapter 4, Subchapter D, and Chapter 9 Subchapter H, authorize an institution of higher education to contract with SMA for the provision of instruction resulting in dual credit received by the student for such course.

The following conditions apply to this Agreement in accordance with Texas Higher Education Coordinating Board rules and regulations:

1. Terms:

- i. UNIVERSITY agrees to operate the Program during the term of this Agreement. The Parties shall be identified in all printed materials and publicity reflecting the Program name. The Agreement shall remain in effect from the Effective date until the end of the UNIVERSITY’S 2026/2027 academic year. The Parties will have the option to renew this Agreement for four (4) additional one-year term(s) pursuant to a signed, written amendment.

2. Program Goals:

- i. Specific Program goals are aligned with the statewide goals developed under TEC 28.009, Subsection (b-1), including:
 - a. Improve enrollment in, and acceleration through postsecondary education, in the state of Texas.
 - b. Improve student performance in college-level coursework.
 - c. Develop an effective bridge between secondary and postsecondary education in the state of Texas.

3. Evaluation and Accountability:

- i. The Parties will designate Program leads who will represent each Party and will be directed to meet periodically, at dates to be mutually determined by the Parties and at least once prior to the beginning of each academic year, to review student qualifying criteria, identify students for participation in the Program during the applicable school year, and determine course offerings for the upcoming enrollment period.
- ii. This Agreement may be amended by mutual written agreement of all Parties by issuing an Amendment to it duly signed by authorized officials of the Parties.

4. Communication:

- i. The Parties will work collectively to provide the necessary information to ensure an effective

- Dual Credit course schedule is created and maintained.
- ii. SMA will work collaboratively with the UNIVERSITY to identify eligible students for purposes of recruitment and registration into the scheduled courses.
- iii. SMA will appoint a liaison(s) with the authority to approve courses and certify student eligibility. The UNIVERSITY will appoint a liaison(s) with the authority to approve student eligibility, registration, and integration into UNIVERSITY Dual Credit courses.
- iv. SMA liaison(s) will collect and report all required supplemental application records and documents prior to student registration.
- v. SMA liaison will coordinate with UNIVERSITY Designee to schedule initial campus visit(s), the “Dual Credit Day” Apply Texas session, and UNIVERSITY Orientation prior to the beginning of the Fall semester.

5. Eligible Courses:

- i. Courses provide advanced academic instruction and course content. The college-level academic courses will comply with the rules and regulations of the Texas Higher Education Coordinating Board (THECB) and the Southern Association of Colleges and Schools Commission on Colleges (SACS-COC). All college-level academic courses will adhere to the description and content of the course as defined in the current edition of the Academic Course Guide Manual (ACGM).
- ii. Courses provide advanced academic instruction and content, which may provide the student with the opportunity to master the Texas Essential Knowledge and Skills (TEKS) for the appropriate corresponding high school course.
- iii. Remedial and developmental courses are not approved for Dual Credit.
- iv. Classes to be offered through the UNIVERSITY Dual Credit Program for the 2026/2027 academic year:
 - a) COMM 1310 Fundamentals of Communication
 - b) ENGL 1310 College Writing I
 - c) ENGL 1320 College Writing II
 - d) HIST 1310 History of the US to 1877
 - e) HIST 1320 History of the US 1877 to date
 - f) ENGL 2310 Brit Lit Before 1785
 - g) POSI 2310 Prin. Of American Gov't
 - h) POSI 2320 Func. Of American Gov't
 - i) MATH 1315 College Algebra
 - j) MATH 2328 Elementary Statistics

6. Student Eligibility:

- i. Students eligible for Dual Credit enrollment must be a student in good standing at San Marcos Academy and in 11th or 12th grade.
- ii. Specific exceptions to eligibility are defined in Title 19 of the Texas Administrative Code (TAC) Section 4.85 (b), as amended.
- iii. Participating students must be a current high school student.
- iv. Participating students must have the approval of their legal guardian/parent, the high school counselor, and the high school principal.
- v. Participating students may enroll in only those courses included in the list of approved Dual Credit courses for UNIVERSITY.
- vi. Students who attend Dual Credit courses on UNIVERSITY campus are advised to obtain a UNIVERSITY student ID card.
- vii. Participating students are required to demonstrate college readiness by achieving the minimum standards under THECB rules:
 - a. Students must demonstrate college readiness by achieving minimum passing standards

under the provision of the Texas Success Initiative (“TSI”) as set forth in the Texas Administrative Code; or

- b. Students must demonstrate that they are exempt under the provisions of the TSI.

7. Location of Courses:

- i. Dual Credit courses will be taught at the San Marcos campus of UNIVERSITY.

8. Student Composition of Course:

- i. Dual Credit courses offered under the Program will include SMA students and UNIVERSITY students (mixed sections) and will be taught by UNIVERSITY faculty.

9. Faculty Selection, Supervision, and Evaluation:

The UNIVERSITY will:

- i. Hire and pay qualified faculty according to UNIVERSITY rules and regulations, which includes conducting an appropriate criminal background check.
- ii. Supervise and evaluate the faculty.
- iii. Ensure all rules and laws regarding contact with minors are followed as appropriate.

10. Course Curriculum, Instruction, and Grading:

- i. The Parties will clearly define the contact hours, curriculum, and grades of Dual Credit courses offered under this Program.
- ii. Dual Credit courses will mirror the UNIVERSITY courses offered to undergraduate UNIVERSITY students. The UNIVERSITY will ensure the curriculum, materials, instruction, grading, and rigor will be equivalent to the course offered to UNIVERSITY students.
- iii. SMA shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other laws applicable to private secondary schools in Texas and that SMA students are able to meet all high school graduation requirements, including all End of Course examinations while earning college credit. UNIVERSITY will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met, and the quality of instruction for the college course(s) is rigorous.
- iv. SMA will notify the course instructor two (2) days in advance of any planned activity that will interrupt course instruction.
- v. Attendance information and nine-week grade requests will be accommodated.
- vi. Course evaluations, as appropriate, will be administered by the UNIVERSITY at the end of the course.
- vii. SMA is responsible for administering state mandated course specific exams or any other state-mandated assessments.
- viii. Student transcripts and official final grade reports provided to SMA will be reported in the form of letter grades, whereas numerical grades will be provided only for the purpose of calculating SMA’s grade point averages.

11. Academic Policies:

- i. Course performance will be part of the student’s permanent academic record.
- ii. Students are subject to all UNIVERSITY rules including the student code of conduct and disciplinary standards as published in the UNIVERSITY catalog and are subject to the penalties defined therein.
- iii. Students must demonstrate behavioral eligibility by exhibiting appropriate levels of maturity and social behavior necessary for enrollment in a college-level course.
- iv. The UNIVERSITY liaison will notify SMA liaison if there are any conduct issues with students, including but not limited to skipping class and cheating.

- v. Students are subject to all UNIVERSITY rules regarding academic standing as published in the UNIVERSITY catalog and are subject to the penalties defined therein.
- vi. Students have access to the grievance procedures published in the UNIVERSITY catalog.
- vii. SMA policy will be followed for any non-instructional issues. SMA will provide placement for students who are withdrawn from the course for any reason.
- viii. Both parties will notify each other in writing if a student withdraws from a dual credit course or if a student's withdraws from SMA.

12. FERPA, Data Use, and Confidentiality:

- i. FERPA prohibits the Parties from sharing personally identifiable data of SMA students ("Data") with third parties without prior written consent of SMA students in the absence of an exception that exists as a matter of law or regulation. The Parties contemplate requesting and using Data in accordance with FERPA and within its exceptions.
- ii. The Parties contemplate sharing data with each other to assist in tracking and improving educational outcomes for SMA students who receive services or are contemplated to receive services as specifically provided herein, and pursuant to any specific Data requested, disclosed and/or shared by the Parties.
- iii. Parties also agree to use Data for reporting, audit, evaluation, research, court orders and other education-related purposes, provided that only aggregated, non-personally identifiable Data may be shared with outside third-party agencies, only as authorized under FERPA and the Parties' respective privacy policies.
- iv. To meet reporting requirements of local, state, or federal agencies and/or grants, the UNIVERSITY and/or SMA may also report aggregated, non-personally identifiable Data to the appropriate local, state, or federal agency in accordance with the reporting requirements of the agency.
- v. Data shared between the Parties will also serve to keep SMA informed of students in jeopardy of failing a class and providing numerical grades for the purpose of calculating SMA grade point averages. SMA and UNIVERSITY will also share Data that includes the following: attendance, college placement scores, credit hours taken within this program and outcome-based measures as listed on the Texas Education Agency (TEA) blueprint.
- vi. The Parties agree to notify each other if Data specific to the students in the Program is requested to be shared with outside third parties, but not each time UNIVERSITY shares aggregated data of all enrolled students. The UNIVERSITY will conduct an independent analysis of each specific data request to determine whether an exception, if any, applies to the specific request. Any applicable Data sharing agreement will be individualized and conform to the specific legal requirements associated with the Data and such agreement shall be mutually agreeable to the Parties.
- vii. Abiding with FERPA regulations, Parties agree to always maintain the confidentiality of personally identifiable Data and will keep the Data in a secure location. Parties shall restrict access to personally identifiable Data to only those employees who are identified in SMA and/or UNIVERSITY for the specific project or Data sharing event outlined in this Agreement. Parties agree not to release or disclose any of the Data in any manner except as expressly described in this Agreement, as allowed under state or federal law, and/or as part of a separate agreement of the Parties.
- viii. SMA will provide the UNIVERSITY with every Dual Credit student's valid TEA-issued Texas Data System (TSDS) Unique ID for FAST reporting purposes to THECB.

13. Student Support Services and Instructional Materials:

- i. SMA students will be responsible for purchasing and maintaining the technology required for their courses, including laptops, calculators, and any other course specific devices or equipment.
- ii. The UNIVERSITY will visit SMA to conduct informational sessions regarding the Program for

interested students and parents.

- iii. The UNIVERSITY will provide an on-campus and/or online orientation session to all enrolled high school students and/or parents before the beginning of the course. These sessions will include information regarding campus layout, academic policies, support services, syllabus and curriculum, and student opportunities and commitments.
- iv. Students will be registered directly through the UNIVERSITY during regularly scheduled registrations, or during special registration sessions.
- v. Instructional materials will be purchased by SMA students. Students will be required to opt out of Booksmart if purchasing course materials on their own. The cost of all learning accommodations deemed necessary or required at the sole discretion of the UNIVERSITY will be billed by UNIVERSITY to SMA. UNIVERSITY Student Disability Specialists are available for consultation with SMA on individual students' needs.

14. Transcription of Credit:

- i. The UNIVERSITY will transcribe the course credit hours earned and provide SMA transcripts at the end of each Fall and Spring semester.
- ii. All student grades reported on transcripts will be provided in letter grade format. No percentage grades will be given.
- iii. SMA transcription of grades for courses may differ from the UNIVERSITY based on Texas Education Agency policies, specifically those relating to courses required to have End of Course STAAR exams.

15. Funding:

- i. Both the UNIVERSITY and SMA shall maintain and report student enrollment records as required by applicable law, regulation, and funding program requirements.

16. Transportation

- i. UNIVERSITY assumes no obligation or responsibility for the transportation of students to or from the UNIVERSITY campus for the Dual Credit courses provided in this Agreement.
- ii. Participating students with permission from SMA, parents, to drive themselves to UNIVERSITY campus to attend their scheduled class will be required to park in one of UNIVERSITY's public pay-to-park lots or purchase a parking pass. Students will be responsible for all parking costs.

17. Instructional Calendar:

- i. Dual Credit courses offered through UNIVERSITY will follow the UNIVERSITY academic calendar and administrative policies for reporting and grading.

18. Tuition and fees:

- i. SMA agrees to pay \$60.10 per credit hour, the dual credit tuition rate for the 2026-2027 academic year. Program Tuition is subject to increase annually. SMA will be invoiced by UNIVERSITY each fall and spring semester for student tuition and fees. SMA will be responsible for collecting tuition and fee payment from students and sending payment to UNIVERSITY.

19. Concessions

- i. SMA students enrolled in Dual-Credit courses through UNIVERSITY will be offered admission to pre-selected UNIVERSITY athletic events beginning Fall 2026 at the discretion of UNIVERSITY.

20. Other Provisions:

- i. **Authorization of Agreement:** Each Party represents to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
- ii. **Non-exclusive:** This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, and individuals.
- iii. **Amendments:** No amendment to or assignment of the Agreement will be effective unless reduced to writing and signed by both Parties.
- iv. **Termination:** Either Party may terminate this Agreement effective thirty (30) days after the receipt of written notification and will act in good faith to promote educational consistency on behalf of the enrolled students.
- v. **Relationship of Parties:** Neither Party is an employee, partner, joint venturer, or agent of the other and will make no representation as such. Neither Party has the authority to bind the other Party.
- vi. **Compliance with Laws:** The Parties agree to operate the Program and perform their obligations under this Agreement in compliance with 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 Southern Association of Colleges and Schools. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board or system policies and procedures.
- vii. **Sovereign Immunity:** Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this Agreement, the terms of this paragraph shall control.
- viii. **Public Information:** UNIVERSITY strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. SMA is required to make any information created or exchanged with the state pursuant to this contract, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.
- ix. **Severability:** If any provision of this Agreement is determined by a proper court or authority to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect or impair the remainder of this Agreement, and this Agreement will remain in full force and effect without such invalid, illegal, or unenforceable provision.

21. General Provisions:

All provisions of the Agreement are subject to change if or as the Texas Higher Education Coordinating Board Rules, or other applicable laws or rules, are amended.

IN WITNESS WHEREOF, duly authorized representatives of UNIVERSITY and SMA have executed and delivered this Agreement effective as of the Effective Date.

San Marcos Academy:

Signature: Robert Watts

Name: Robert Watts

Title: Vice President for Business and Finance

Date: 07/01/2026

TEXAS STATE UNIVERSITY SYSTEM:

Texas State University:

Kelly Damphousse (Aug 18, 2026 11:46:56 CDT)
 Dr. Kelly Damphousse, PhD
 President

EA
 EA (Aug 13, 2026 16:45:06 MDT)

Aug 18, 2026

Date