

INSTRUCTIONAL AGREEMENT
BETWEEN
TARRANT COUNTY COLLEGE DISTRICT
AND
ARLINGTON INDEPENDENT SCHOOL DISTRICT
DUAL CREDIT PROGRAM
STATE OF TEXAS

This Agreement (herein so called), made and entered into on **June 2, 2018**, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and **Arlington Independent School District**, a Texas independent school district (referred to herein as "SCHOOL DISTRICT") evidences the following:

This Agreement shall be in effect for a period of three (3) years beginning on **June 2, 2018**, and ending on **June 1, 2021**. Sixty days before the end of the term, SCHOOL DISTRICT may renew this Agreement for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT (SCHOOL DISTRICT and COLLEGE DISTRICT are sometimes referred to herein as "Party" or collectively as "Parties").

PURPOSE

The purpose of this Agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school (public, private, charter, or home school). The COLLEGE DISTRICT and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school academic requirements and the COLLEGE DISTRICT for semester credit hours leading to a post-secondary degree or certificate.

ELIGIBLE COURSES

COLLEGE DISTRICT shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A.

LOCATION OF CLASS

The COLLEGE DISTRICT may offer dual credit courses on South Campus, Northeast Campus, Northwest Campus, Southeast Campus, Trinity River Campus, or at an approved SCHOOL DISTRICT campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the COLLEGE DISTRICT, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a SCHOOL DISTRICT'S campus.

Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of Good Practice for Courses Offered Electronically and the COLLEGE DISTRICT's standards for distance learning courses.

PROGRAM DETAILS

- (1). The COLLEGE DISTRICT and SCHOOL DISTRICT will adhere to all Rules and Guidelines delineated in the Tarrant County College Dual Credit Guidelines found in Attachment B of this Agreement.
- (2). Program guidelines align with the Texas Administrative Code Chapter 4: Subchapter D. If the Texas Higher Education Coordinating Board (THECB) adopts new guidelines during the term of this Agreement, the new guidelines shall prevail.
- (3). Students meeting program requirements and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents:
 - a.) Admissions Application
 - b.) High School Early Enrollment Form
 - c.) Family Educational Rights and Privacy Act Waiver (optional)
 - d.) Meningitis Vaccination Record (if taking courses at a TCC campus)
 - e.) Residency Questionnaire (if undocumented status)
 - f.) LUNDC Waiver (if undocumented status)
- (4). A high school student will not be allowed to take a college level course if the student does not meet the published passing criteria of the COLLEGE DISTRICT'S placement exam or qualifies for an exemption/waiver as specified by the COLLEGE DISTRICT policy.
- (5). All courses referenced in this Agreement must be taught using the COLLEGE DISTRICT's Syllabus.
- (6). The COLLEGE DISTRICT and SCHOOL DISTRICT agree to a minimum of 15 students per class.
- (7). Students will be allowed to attend classes at another COLLEGE DISTRICT campus when a specific course(s) or program(s) is not available at a campus within the students' service area.
- (8). Student misconduct on COLLEGE DISTRICT campuses will be addressed in accordance with the COLLEGE DISTRICT'S Student Code of Conduct. The COLLEGE DISTRICT shall report disciplinary problems to the SCHOOL DISTRICT. In addition, COLLEGE DISTRICT administration may refuse to admit students with disciplinary problems.
- (9). The SCHOOL DISTRICT will determine the academic eligibility of students to participate in the program.
- (10.) These requirements may be modified if the COLLEGE DISTRICT'S requirements are changed. SCHOOL DISTRICT will be notified of any changes by the date designated on the COLLEGE DISTRICT'S master calendar.

COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to standards of the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught and grades assessed according to standard collegiate practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other COLLEGE DISTRICT student.

The COLLEGE DISTRICT shall provide a credentialed (meeting SACSCOC requirements) instructor to teach college-level courses, unless the COLLEGE DISTRICT and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT'S providing an instructor for a specific course meeting both the COLLEGE DISTRICT and the Southern Association of Colleges and Schools Commission of Colleges (SACSCOC) accreditation requirements.

Reimbursement by COLLEGE DISTRICT to SCHOOL DISTRICT in the amount of \$ 1,835.00 for a 3 credit hour course or \$ 2,448.00 for a 4 credit hour course. This payment will be made for the courses taught on a SCHOOL DISTRICT campus by the SCHOOL DISTRICT instructor and listed in this Agreement. The SCHOOL DISTRICT will provide the COLLEGE DISTRICT with an invoice based on this Agreement on or before thirty (30) days after the commencement of classes, and COLLEGE DISTRICT shall remit the reimbursement to the SCHOOL DISTRICT.

JOINT PLANNING

The COLLEGE DISTRICT and SCHOOL DISTRICT will plan and schedule dual credit courses at least one semester in advance of offering the courses.

Each academic year, the SCHOOL DISTRICT will submit a Letter of Continuation to the COLLEGE DISTRICT as confirmation to 1) continue with all terms listed in this Agreement, or 2) amend current terms of the Agreement prior to the start of Fall semester classes.

TEXTBOOKS AND COURSE SUPPLIES

Throughout the duration of this Agreement (check appropriate box [es]):

- The SCHOOL DISTRICT will provide textbooks for students
- Students are responsible for purchasing textbooks
- Course supplies will be purchased/provided by the SCHOOL DISTRICT
- Students are responsible for purchasing course supplies

PAYMENT FOR SERVICES

Throughout the duration of this Agreement (check appropriate box):

- Students are responsible for tuition costs
- The SCHOOL DISTRICT will cover all students' tuition costs
- The following organization will be paying the cost of students' tuition:

DUTIES OF THE COLLEGE DISTRICT

The COLLEGE DISTRICT'S duties shall include, but not be limited to, the following:

- A. Assist students in the completion of admissions, testing, advisement, and registration procedures.
- B. Record grades and make official transcripts available immediately upon course completion.
- C. Record attendance at each class session and make records available to the high school principal.
- D. Drop a student at the request of the high school or of the student and report the student's request to the high school principal.

- E. Ensure consistency of instruction and course content is in accordance with standards set by THECB, SACSCOC, and the COLLEGE DISTRICT. The COLLEGE DISTRICT will assign appropriate personnel to monitor and ensure adherence to such standards.
- F. Conduct dual credit faculty evaluations on a yearly basis, similar to that of the COLLEGE DISTRICT'S adjunct instructors.
- G. Provide professional development of SCHOOL DISTRICT instructors teaching dual credit coursework.

DUTIES OF THE SCHOOL DISTRICT

The SCHOOL DISTRICT'S duties shall include, but not be limited to, the following:

- A. Plan and schedule dual credit courses at least one semester in advance of offering courses.
- B. Provide a copy of the SCHOOL DISTRICT'S annual calendar and official grade reporting dates.
- C. Work with the COLLEGE DISTRICT to align the high school curriculum with the college course syllabus, evaluate instructional materials, review student projects and reports, and discuss student problems as measures to provide assurance that dual credit courses represent college level content and the high school Texas Essential Knowledge and Skills.
- D. Provide support to COLLEGE DISTRICT'S faculty employed to teach dual credit courses in accordance with the rules and regulations of the THECB, TEA, and SACSCOC.
- E. Provide assistance to students regarding COLLEGE DISTRICT admissions, testing, advisement, and registration procedures.
- F. Provide evidence that students have successfully ~~passed~~ met the test score requirements to participate in the Dual Credit program.
- G. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.
- H. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and COLLEGE DISTRICT in matters such as these:
 - (1). Student Texas Success Initiative ("TSI") exemption records;
 - (2). Advising of students with completion of all required COLLEGE DISTRICT admissions documents;
 - (3). Assist the COLLEGE DISTRICT with student orientation;
 - (4). Please include the Coordinator with the COLLEGE DISTRICT timely submission in alignment with published due dates all student documentation;
 - (5). Serve as liaison to students, parents, high school personnel and COLLEGE DISTRICT personnel.

AGREEMENT

This Agreement sets forth the entire instructional agreement with respect to dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by the Parties.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

RELATIONSHIP OF THE PARTIES

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. Notwithstanding the foregoing, employees of SCHOOL DISTRICT may teach dual credit courses as adjunct instructors of the COLLEGE DISTRICT or through some other teaching arrangement, if such arrangement is approved in writing and in advance by the Parties. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. The Parties acknowledge and agree that no Party will be liable for the activities or another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

LIABILITY

It is not the intent or purpose to create liability against the COLLEGE DISTRICT, unless such liability is imposed by law, or to waive any legal defenses available to the COLLEGE DISTRICT or SCHOOL DISTRICT, including government immunity.

RIGHT OF REVOCATION

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching Party. If the breach is not restored within thirty days, the non-breaching Party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT
Elva LeBlanc, Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College
1500 Houston Street
Fort Worth, Texas 76102

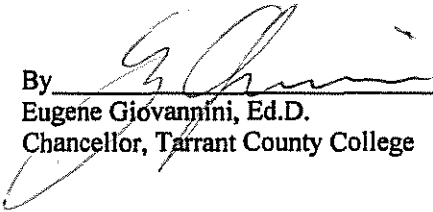
SCHOOL DISTRICT
Pamela Horton, Ph.D.
Executive Director Transformational Learning
Arlington Independent School District
690 E. Lamar Blvd. Suite 110
Arlington, Texas 76011
With copy to:
Arlington Independent School District
Attn: Legal Department
1203 W. Pioneer Pkwy
Arlington, Texas 76013

Executed June 2, 2018, by COLLEGE DISTRICT, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1st for the termination to be effective the following academic year.

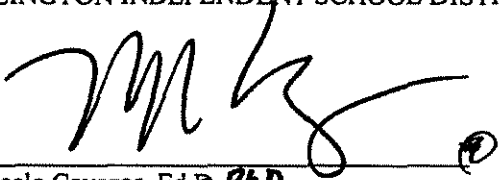
TARRANT COUNTY COLLEGE DISTRICT

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By


Eugene Giovannini, Ed.D.
Chancellor, Tarrant County College

By


Marcelo Cavazos, Ed.D. Ph.D.
Superintendent of Schools
Arlington Independent School District

Implemented June, 2016

ATTACHMENT A
COURSE MATRIX

ATTACHMENT B
GUIDELINES FOR DUAL CREDIT PARTNERSHIPS

TARRANT COUNTY COLLEGE Guidelines for Dual Credit Partnerships

February 2017

The following program guidelines are in accordance with the Texas Higher Education Coordinating Board (THECB) rules and regulations (Chapter 4; Subchapter D). Tarrant County College (TCC) adheres to these guidelines when partnering with a school district whether public, private, charter, or home school for the delivery of a dual credit program. In the event that THECB rules change during an agreement's time period, the THECB new rules will always take precedence. It is the responsibility of the partnering institutions to review, exercise, and monitor program guidelines on a consistent basis.

These guidelines address course credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours leading to a certificate, degree or the Core curriculum. They also address instruction provided to high school students for remedial coursework to prepare for the Texas Success Initiative (TSI) assessments.

An agreement must be approved by the governing boards or designated authorities of both TCC and the school district (public, private, charter, or home school) prior to the offering of courses. Such agreement will address the following considerations:

A. Student Eligibility

- (1) A high school student is eligible to enroll in dual credit courses at TCC if he or she:
 - (a) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in (Chapter 4; Subchapter C; Rule 4.57) (relating to College Ready and Adult Basic Education (ABE) Standards) on relevant section(s) of an assessment instrument approved by the Board as set forth in (Chapter 4; Subchapter C; Rule 4.56)
 - (b) Demonstrates that he/she is exempt under the provisions of the Texas Success Initiative (Chapter 4; Subchapter C; Rule 4.54). However, a student who is granted a TSI waiver to take dual credit courses while still in high school based on eligible scores is not exempt from TSI or TCC course prerequisite requirements. Some TCC course prerequisites could require a higher cut score than those outlined by the THECB TSI state minimum requirements.
 - (c) Meets all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
- (2) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in reading and/or writing under the following conditions:
 - (a) If the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II STAAR EOC reading and/writing; or
 - (b) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test; or

- (c) The student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.
- (3) A high school student is also eligible to enroll in academic dual credit courses that require demonstration of TSI college readiness in mathematics under the following conditions:
- (a) If the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or
 - (b) The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or
 - (c) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test; or
 - (d) If the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.
- (4) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 1** certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.
- (5) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 2** certificate or **applied associate degree** program under the same eligibility conditions as academic dual credit courses.
- (6) A student exempt from taking TAKS or STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in **workforce education dual credit** courses.
- (7) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy paragraphs (1) - (5) of this subsection.
- (8) High school students may enroll in a maximum of 15 credit hours per semester in courses that apply to a certificate, degree, or the Core Curriculum with approval from the high school and college. Exceptions to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators) may be approved by the principal of the high school and the Vice President of Academic Affairs of the TCC Campus. It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.
- (9) Students must follow the TCC catalog "Academic Standing" policy (see TCC college catalog, p. 43).

(10) TCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.

(11) TCC is not required, under the provisions of this section, to offer dual credit courses for high school students.

B. Eligible Courses

(1) Courses offered for credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours must apply to the completion of a TCC certificate, degree or the Core curriculum. It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.

(2) Courses offered for dual credit by TCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) adopted by the Board, or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) adopted by the Board.

(3) Courses offered for dual credit by TCC must be in the approved undergraduate course inventory of the college.

(4) In accordance with the THECB rules, TCC does not offer remedial and developmental courses for dual credit.

C. Location of Class

(1) Dual credit courses may be taught on the college campus or on the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, TCC shall comply with applicable rules and procedures for offering courses at a distance as set forth in (Chapter 4; Subchapters P and Q; Rules 4.255-4.279) (relating to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the Board's adopted Principles of Good Practice for Courses Offered Electronically.

D. Composition of Class

(1) Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

- (a) If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- (b) If the high school credit-only students are College Board Advanced Placement (AP) students.
- (c) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

E. Faculty Selection, Supervision, and Evaluation

- (1) TCC shall select instructors of dual credit courses. These 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) and approval procedures used by the college to select faculty responsible for teaching the same courses at a campus of the college.
- (2) TCC shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at a campus of the college.

F. Course Curriculum, Instruction, and Grading

- (1) TCC shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

G. Academic Policies and Student Support Services

- (1) Regular academic policies applicable to courses taught at the college's main campus must also apply to dual credit courses. These policies could include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.
- (2) Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded college students on the college campus. TCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

H. Transcribing of Credit

- (1) For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course.

I. Funding

- (1) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.
- (2) The college may claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.
- (3) This provision does not apply to students enrolled in approved early college high school programs.
- (4) All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.