DUAL CREDIT AGREEMENT
BETWEEN
________________________________________, ON BEHALF OF
________________________________________, a HOME SCHOOL STUDENT
AND
ALAMO COMMUNITY COLLEGE DISTRICT

This Dual Credit Agreement (“Agreement”) is entered into by and between the Alamo Community College District (“Alamo Colleges”), a public junior college district and political subdivision of the State of Texas, and ____________________________________________, home schooling parent (herein referred to as “HSP”) on behalf of _________________________________, home-schooled student (herein referred to as “Student”), effective the earlier of the date of execution or of commencement of the semester during which executed (if Student is enrolled for that semester).

1. AGREEMENTS BETWEEN ALAMO COLLEGES AND HSP: The dual credit program for Student will function through: (i) this Agreement, which hereby incorporates by reference Alamo Colleges’ requirements posted at its Dual Credit Website, which Alamo Colleges reserves the right to change, with effectiveness of any changes being the date of posting, including, without limitation, certain respective responsibilities of the Alamo Colleges and HSP and the deadlines defined in the Annual Dual Credit Timeline (“Dual Credit Terms”),

2. DUAL CREDIT REQUIREMENTS: This Agreement hereby incorporates by reference all dual credit requirements defined in the Texas Administrative Code (“TAC”) and the accreditation requirements established by the Southern Association of Colleges and Schools, as such may be amended during its term. Dual credit is defined as enrollment of a high school student in a college to receive simultaneous academic credit for the course from both the college and the high school. All courses taken by the Student will be simultaneously completed through the HSP for high school credit.

3. IDENTIFYING AND ADMITTING DUAL CREDIT STUDENTS: HSP and Student will assume responsibility for providing information required by the College from potential dual credit students and for completing all admission requirements as defined at the Alamo Colleges general website.

4. STUDENT ELIGIBILITY AND ENROLLMENT REQUIREMENTS: Students meeting admission requirements by the deadlines defined in the Annual Timeline may be accepted for dual credit courses. In compliance with the State-mandated TSI Laws and the Assessment Policy of the College, students must meet the eligibility criteria and demonstrate the following academic prerequisites at the time of enrollment into the dual credit course(s):

   A. Achievement of the required basic skills prerequisites as defined for each course. Placement scores and course requirements can be viewed through the Alamo Colleges’ web sites.
   B. Achievement of appropriate School eligibility criteria and satisfactory completion of School Course(s).
   C. Must be in the eleventh or twelfth grade. Exceptions may be made for ninth and tenth graders if approved by the HSP and the College’s chief academic officer or representatives.
D. Be 16 years of age by the start of the academic year for courses taken on the college campus (does not apply to fully on-line courses).
E. Cannot have received a grade of “D or F” in any previous dual credit course
F. HSP is responsible for submitting up-to-date Bacterial Meningitis documents to the College’s Dual Credit Office.
G. In accordance with the Texas Education Code (“TEC”) Section 25.085 and the Texas Home School Coalition Association, a high school student is defined as one who has not completed the academic year in which the child’s 18th birthday occurred. Exceptions to this rule as defined in TEC Section 25.086 will need to be approved by the College Vice President of Academic Success.

These requirements may be modified if the College’s requirements are changed. HSP will be notified of any changes by the date designated on the Annual Timeline.

5. CIVIL RIGHTS AND ALAMO COLLEGES POLICIES:

The Alamo Colleges Policy and Procedure on Civil Rights prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. In particular, Section 504 prohibits discrimination and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. The protection extends to employees and students. Title IX prohibits discrimination based on sex (gender) of employees and students at educational institutions receiving federal financial assistance. Sex and gender discrimination under Title IX cover sexual harassment and sexual assaults and violence occurring on campus.

The Alamo Colleges do not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges have designated a Title IX/VII/ADA/4Coordinator to coordinate the investigation and resolution District-wide of complaints under the Civil Rights Policy and Procedure. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the HSP will keep each other informed of complaints raised against each other.

All Dual credit students will have access to AlamoCARES, a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender or disability discrimination, harassment, and retaliation, including sexual harassment and violence.

6. DISABILITY SERVICES:

A disabled student may request an accommodation of his/her disability to participate in the educational programs and activities of the Alamo Colleges. Accommodations are provided through the Disability Support Services (“DSS”) office at each Alamo College. Accommodations may include special testing arrangements, readers, scribes, and note-taking services. However, an Alamo College is neither able nor required to provide the level of disability support services offered by the HSP. Therefore, a dual credit student requiring disability support services may have differing levels of assistance from the HSP and the College. For a dual credit student to receive disability support services at the College, the HSP must provide a copy of the student’s current IEP plan to the DSS office at the College. Should the IEP plan not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College DSS office may require additional documents to provide needed
clarification. The College DSS office will review said documentation and will produce one or more
official College accommodations letters for the dual credit student. The letters will be given to the dual
credit student and the HSP, who then provides the letters to the student’s respective faculty
members. Accommodations required by state law or IEP policy exceeding those applicable to College, if
any, shall be the responsibility of the HSP. At all times, the Coordinator and the HSP will keep each
other informed of requests for accommodation and accommodation complaints regarding dual credit
students.

7. **INDIVIDUAL STUDENT ENROLLMENT FOR DUAL CREDIT:** Student may enroll in regular
college courses for dual credit, receiving both high school and college credit. The list of courses
available to individual dual credit students is located on the Alamo Colleges’ Dual Credit Website, which
includes core courses in course listings, as well as courses required in Associate of Applied Science
(AAS) or Certificate programs. HSP commits that if Student enrolls in a regular college course for dual
credit, HSP will cause Student to complete simultaneously the requirements for the high school class.
Students must meet the deadlines defined in both the Annual Dual Credit Timeline and the separate
Alamo Colleges registration timeline posted at the Alamo Colleges general website. Students failing to
complete the process by the published deadlines will not be eligible for the dual credit program.

8. **TUITION AND FEES:** A student will be exempt from payment of all College tuition and fees for two
(2) dual credit course(s) (6-8 semester hours) per semester.

9. **INSTRUCTIONAL MATERIALS:** The HSP will provide all course materials, including textbooks,
instructional materials, syllabi, course packets, and other materials needed for enrollment in classes. For
courses in which dual credit students are placed into traditional College classes, the College selects the
instructional materials required, and no maintenance period is committed. The HSP will purchase the
instructional materials (and associated technology, such as tablets/computers) for all courses taken as
dual credit in regular college sections. For some classes, instructional materials are included in the
registration process and the HSP will be required to make payment by the posted deadlines.

10. **CHANGES IN STUDENT STATUS THROUGHOUT SEMESTER:** The HSP will document any
drops or changes in student status and inform the College for processing. Census rolls are the
documentation of dual credit students enrolled in classes. Students not listed on the census roll will not
be eligible to receive a grade in the course.

11. **ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES:** Regular academic policies and
procedures applicable to regular college courses will also apply to dual credit courses. Students in dual
credit courses will be eligible to utilize the same or comparable support services that are afforded to
other College students. College 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.

12. **GRANTING COLLEGE AND HIGH SCHOOL CREDIT:** In order to have a grade assigned,
students must be enrolled at the beginning of the class, must be on the census roll as approved by the
instructor of record, and must complete all requirements for the course. Exceptions may be made to
these requirements if approved by the HSP and the College’s chief academic officer or designated
representatives.

   A. According to the Texas Administrative Code §4.85, students taking dual credit courses should
have demonstrated outstanding academic performance and capability. To continue in the
Alamo Colleges’ dual credit program, students must earn a “C” or better in all dual credit
courses. Students performing poorly in dual credit course(s) will be counseled by teacher and
HSP and may be dropped from the college-level course prior to the drop deadline. Students
enrolled following the drop deadline will receive the grade earned. The college grade will be
assigned following the scale of the College as defined in the College Bulletin. Teachers will
assign grades by the deadline defined in the Annual Timeline.

B. All dual credit courses, high school as well as college credit, will be transcripted immediately upon a student's completion of the performance required in the course.

13. **TERM AND TERMINATION:** This agreement shall be in effect from the beginning of the School semester, **August 2015**, to the end of the academic year, **May 2016**. The HSP will enroll the Student for courses under the Dual Credit Terms then in effect. If Alamo Colleges accepts Student dual credit enrollment after the expiration of the term, the terms of its Dual Credit Agreement applicable to Home School Parents and Dual Credit Terms then in effect shall apply. Alamo Colleges reserves the right to terminate this Agreement upon service of notice to HSP sixty (60) days prior to the expiration of any academic term.

14. **LEGAL COMPLIANCE.** Alamo Colleges and HSP agree to comply with all federal, state, and local laws applicable to this Agreement, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g.

15. **AMENDMENTS/REVISIONS:** This Agreement may be amended only with the consent of Alamo Colleges, which may be reflected by Alamo Colleges changing the Dual Credit Terms. HSP by each enrollment of Student consents to the Dual Credit Terms then in effect.

16. **NOTICES:** All notices, demands, or requests from one party to the other may be personally delivered or sent by email and mail, certified or registered, postage prepaid, to the addresses stated in this section, and are considered to have been given at the time of personal delivery or mailing. HSP agrees to maintain & notify Alamo Colleges of a working email notice address. Notices applicable to all home school parents are effective when posted at the Alamo Colleges Dual Credit Website.

All notices, demands, or requests to Alamo Colleges shall be given or mailed to:

Associate Vice Chancellor for Academic Partnerships and Initiatives
Alamo Colleges
201 W. Sheridan
San Antonio, Texas  78204
Tel: 210-485-0160
Email: rdalrymple2@alamo.edu

With Copy To:

General Counsel
201 W. Sheridan
Alamo Colleges
San Antonio, Texas  78204
Tel: 210-485-0050
Email: pmeurin@alamo.edu

All HSP-specific notices, demands, or requests shall be given or mailed to:

____________________________  [Name]
____________________________  [Address]

Tel: (___) ______
Email: ______________________

17. **CHOICE OF LAW:** This Agreement is to be performed in Bexar County, Texas, and is governed by
the Constitution and the internal laws of the State of Texas. Exclusive venue for any suit arising from this Agreement shall be in Bexar County, Texas.

18. **NONASSIGNABILITY:** Parties herein shall not assign any interest in this Agreement and shall not transfer any interest in same without prior written consent of both parties.

19. **NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.

20. **SIGNATURES:** This Agreement may be executed in counterparts, each one of which shall be an original, and different parties may sign different counterparts, all of which shall constitute but one document. The parties agree that any form of written assent by HSP by email shall be sufficient as a signature to this Agreement or any communications resulting here from.

21. **ENTIRE AGREEMENT:** This Agreement and any and all exhibits attached hereto, including the Dual Credit Terms as they may be changed by Alamo Colleges from time to time, shall constitute the complete agreement between the parties relating to the subject matter herein and shall supersede all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders, invoices and communications, whether oral or written relating to the subject matter herein. In the event of conflict between this Agreement and the dual credit terms, the order of precedence shall be (1) the then-current Dual Credit Terms and (2) this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by its duly authorized officer, to become effective as of the date hereinabove described.

**ALAMO COMMUNITY COLLEGE DISTRICT**

By: __________________________________________
Dr. Jo-Carol Fabianke                                        Date
Vice Chancellor for Academic Success

_____________________________________________________
Home School Student    Date

_____________________________________________________
Home School Parent    Date