

P.O. NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2011 - 2014**

**DUAL CREDIT AGREEMENT**

**BETWEEN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein referred to as “School”) for the terms of which WITNESS THE FOLLOWING:

 **WHEREAS**, Alamo Colleges and School desire to enter into an agreement to offer dual credit courses; and

 **WHEREAS**, the purpose of this Agreement is to facilitate the cooperation between Alamo Colleges and School in the provision of instruction of dual credit courses for School.

1. **AGREEMENTS BETWEEN ALAMO COLLEGES AND SCHOOL:** The dual credit program will function through three (3) documents: this Agreement (or the “Academic Agreement”), a Course Agreement, and a College Enrollment Annual Agreement (“Annual Agreement”). Each School will have a college designated as its primary provider (“College” or “Primary College”). Any courses offered by a college other than the Primary College shall be coordinated through the Primary College. The only permissible exceptions shall apply to students enrolled in Alamo Area Academies, Inc. (“AAAI”) curriculum and program of studies. Alamo Colleges, AAAI, participating ISDs and Schools, and other parties will enter into an agreement (“AAAI Agreement”) regarding dual credit and other AAAI program services and obligations. If School enters into an AAAI Agreement, School agrees to adhere to all terms and provisions of this Agreement, and in the event this Agreement conflicts with the AAAI Agreement, the AAAI Agreement will take precedence over this Agreement. This Agreement and the Course Agreement will be in effect for three years unless amended as defined in Sub-Section 22 herein below. The Annual Agreement as described in Sub-Section 13 herein below may be modified through a spring semester revision. Specific responsibilities of the Alamo Colleges and School are defined in **EXHIBIT A**, which is attached hereto and made a part hereof for all purposes.
2. **ACADEMIC AGREEMENT:** The Academic Agreement includes dual credit requirements as defined in the Texas Administrative Code (TAC), Chapter 4, Subchapters D and G and the accreditation requirements established by the Southern Association of Colleges and Schools. In addition, this Agreement includes the mutual promises by the parties to adhere to all laws, rules and regulations that govern the terms of this Agreement and to acknowledge that Alamo Colleges’ policies and procedures apply for dual credit students as well as all other students attending the Alamo Colleges.
3. **COURSE AGREEMENT:** The course agreement will be developed by the College and the School for all courses at the high school. College and School academic representatives will agree on alignment of college course outcomes and School curriculum including but not limited to length of the course, whether the AP curriculum is appropriate for college-level course, approved textbook(s) that will be supplied to students by School, and designation of career and technical courses as “dual credit,” “Tech Prep,” or “AAAI curriculum and program of studies.” College shall ensure that a dual credit course and the corresponding course offered at the main campus of College are equivalent. The academic representatives will develop a basic dual credit syllabus satisfying requirements of both institutions to include: Course identifying information, faculty qualifications, text(s), student learning outcomes, and performance measures.

A Course Agreement will include all the above plus any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. A Course Agreement will be completed by the deadline designated in the yearly Dual Credit Timeline for any course offered for the first time in Fall 2011 or thereafter. College shall give college credit for the courses approved through a Course Agreement. College and School will develop a timeline for completing a Course Agreement for each course currently offered at the high school as dual credit by Fall 2013. The Course Agreement will be effective for three years unless either party requests a modification.

1. **FACULTY SELECTION, SUPERVISION, AND EVALUATION:** College will select instructors of dual credit courses from the School’s teachers who will be approved as Alamo Colleges’ adjunct faculty, meeting the qualifications defined in the Course Agreement and approval procedures used by College to select faculty responsible for teaching the same course on the main campus of College. College will designate personnel to supervise and evaluate the instructors of the dual credit course(s) using the same or comparable procedures used for faculty at the main campus of College.

The instructor(s) will be responsible for providing instruction for the minimum contact hours required for the dual credit course(s) (i.e. a 3 semester hour course requires 48 contact hours).

1. **LOCATION OF CLASSES:** Courses will typically be held at the School under one of the following conditions:
2. The dual credit class is the high school class that has been approved as dual credit through a Course Agreement and the students will be receiving high school and college credit.
3. The School shall provide the facilities*.* School may request to have a dual credit course(s) offered at the College campus. The School will arrange transportation to the College.

With prior approval between the College and School, individual students may enroll in regular college courses for dual credit, receiving both high school and college credit. Students attending on campus college classes will follow all Admissions, Academic Standards, and Student Code of Conduct regulations defined in the College eCatalog.

1. **COMPOSITION OF DUAL CREDIT CLASSES:** Dual credit courses are composed of dual credit students only. Exceptions for a mixed class that includes dual credit and high school credit-only students may be allowed only under one of the following conditions:
2. 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.
3. If the high school credit-only students are College Board Advanced Placement students.
4. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.
5. **IDENTIFYING AND ADMITTING DUAL CREDIT STUDENTS:** School will assume responsibility for providing information to potential dual credit students under the direction of the College. College may collaborate with the School to hold an information session at the Schoolor School for potential students and their parents. College will work with School to identify classes to be offered from the Course Agreement list. Time frames for each activity will be included in the annual timeline. Courses taken on the college campus by individual dual credit students will satisfy high school requirements and are dual credit classes offered at public schools.
6. **STUDENT ELIGIBILITY:** As defined by the Texas Administrative Code, juniors and seniors meeting admission requirements by the deadlines defined in the Annual Timeline may be accepted for dual credit courses. Exceptions may be granted for sophomores who meet the additional requirements defined in Sub-section 10 herein and have the approval of both the College VPAA and the School Principal.
7. **STUDENT ENROLLMENT REQUIREMENTS:** In compliance with the State-mandated TAKS and TSI Laws, the Assessment Policy of the College, and the School requirements, students must meet the eligibility criteria and demonstrate certain academic prerequisites at the time of enrollment into the dual credit course(s).  The prerequisites are as follows:
8. Student must be compliant in at least one relevant area of TSI.
9. Achieve at least the required basic skills prerequisites as defined for each course prior to enrollment.  Placement scores and course requirements can be viewed through the Alamo Colleges’ web sites.
10. Achieve appropriate School eligibility criteria and satisfactory completion of School Course(s).
11. Must be in the eleventh or twelfth grade. Exceptions may be made for tenth graders if approved by the School principal and the College’s chief academic officer or representatives.
12. Be 16 years of age by the start of the academic year in which they enroll. Exceptions may be made by the School principal and the College’s chief academic officer or representatives.
13. School students shall not be enrolled in more than two (2) dual credit courses (up to eight hours of college credit) per semester unless an exception for a third course is approved. A third course can be approved by the School principal and the College’s chief academic officer or representative if the student meets the additional requirements defined in Sub-section 11 herein. Tuition and fees for the third course will be charged at the then current year’s semester hour rate and any additional required fees based on the student’s residency status.

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

1. **EXCEPTION FOR SOPHOMORE:** To request an exception to enroll as a sophomore dual credit student, in addition to meeting all dual credit eligibility requirements, the School will validate the ninth grader’s proven progress in prior academics and a high degree of self-management, self-awareness and intention to assume responsibility for his/her own learning.
2. **APPROVAL OF THIRD COURSE:** Approval for a third dual credit course requires a student to successfully complete a year in the Dual Credit Program with a minimum Cumulative GPA of a 3.0 and no withdrawals or letter grades of “C” or lower earned on any dual credit course. The student is responsible for the tuition and fees of the third course and must pay all tuition and fees by the Friday **prior** to the First Day of Class or the student will be dropped from the third course. The School will notify the students of their balances and due dates. This information will be provided through the College on a regular scheduled basis.
3. **ENROLLMENT PROCESS:** Students desiring academic credit from the College will enroll for each course. Upon mutual agreement with the School, the College will conduct enrollment each fall and spring semester. The School will meet the deadlines defined in the Annual Timeline. Students failing to complete the process by the published deadlines will not be eligible for the dual credit program. The College must adhere to these deadlines to meet all requirements prior to published census dates.
4. **COLLEGE ENROLLMENT ANNUAL AGREEMENT:** The courses offered each semester will be listed in the Annual Agreement and must meet the enrollment minimums defined by the College each academic year and shared with the School by the date listed on the Annual Timeline. The Agreement will include both those courses offered at the high school and the individual students enrolled in classes on the College campus.
5. **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 if the student’s residency is within the Alamo Colleges’ service area or if the student resides outside the service area and attends Comal, Lytle, Northside, or Charlotte ISD. If a third course is approved as defined in Sub-Section 11 herein, then full tuition and fees will be charged for the semester hours based on the student’s residency status.

If the student’s residency is outside of the Alamo Colleges’ service area and the student is not in the Comal, Lytle, Northside, or Charlotte ISD, then full tuition and fees will be charged for all dual credit hours. (The counties in the service area are Atascosa (except for territory within Pleasanton ISD), Bandera, Bexar, Comal, Guadalupe (except for territory in San Marcos Consolidated ISD), Kendall, Kerr and Wilson.

1. **CHANGES IN STUDENT STATUS THROUGHOUT SEMESTER:** Students who are charged tuition and fees for dual credit hours must pay in full by the deadline(s) defined in the Annual Timeline or the student will be dropped prior to the first class day and removed from the dual credit class immediately unless the class is a combination of Advanced Placement/Dual credit students or an articulated career-technical course. The School 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.
2. **ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES:** Regular academic policies applicable to courses taught at the College's main campus 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 College students on the main campus. 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.
3. **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. Students performing poorly in dual credit course(s) will be counseled by teacher and School 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. 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
4. **REIMBURSEMENT:** Reimbursement by Alamo Colleges to School in the amount of six hundred dollars ($600.00) will be made on an average of twenty students per School instructor for the courses listed on the Annual Agreement. The enrollment will be determined by the official enrollment count on the College’s census date. College will provide the School with the official enrollment count each semester. The School through the School will provide the College with an invoice based on the Annual Agreement and the official enrollment count by the date defined on the Annual Timeline, and Alamo Colleges shall remit the reimbursement to the School.

1. **LIST OF RESPONSIBILITIES OF COLLEGE AND SCHOOL:** The responsibilities are provided in **EXHIBITA**, which is attached hereto and made a part hereof for all purposes,with deadlines defined in the Annual Timeline.
2. **TERM AND TERMINATION:** This agreement shall be in effect from the beginning of the School semester, **August 2011**, to the end of the academic year, **May 2014**. The College and School will complete the Annual Agreement under the conditions defined in these agreements. The Annual Timeline will define all deadlines for the actions defined in this agreement.

Alamo Colleges and School reserve the right to terminate this Agreement upon service of written notice to the other party ninety (90) days prior to the expiration of any academic term.

Upon written agreement signed by Alamo Colleges and SCHOOL, the parties may renew this Agreement for one additional year until **May 2015**. If the parties agree to renew this Agreement, the parties also agree to review the terms of this Agreement and, if determined to be appropriate, execute an amendment prior to **May 2014**.

1. **ALAMO COLLEGES AND School AGREE:**
	1. To certify that their sites are ADA compliant.
	2. To comply with all applicable provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g.
	3. In all cases, to comply with all federal, state, and local laws applicable to this Agreement.
	4. To have in place and abide by a policy prohibiting sexual harassment.
2. **AMENDMENTS/REVISIONS:** This Agreement may be amended by mutual written agreement of Alamo Colleges and SCHOOL by issuing an Amendment to this Agreement signed by Alamo Colleges and SCHOOL.
3. **NOTICE:** 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.

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ @alamo.edu

With Copy To:

 General Counsel

 201 W. Sheridan

Alamo Colleges

San Antonio, Texas 78204

Tel: 210-485-0050

Email: rkarnes1@alamo.edu

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Title]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tel: 210/

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **CHOICE OF LAW:** This Agreement is to be performed in Bexar County, Texas, and is governed by the Constitution and the laws of the State of Texas. The venue of any suit arising from this Agreement shall be in Bexar County, Texas.
2. **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**.**
3. **INDEPENDENT CONTRACTOR:** Parties shall provide services pursuant hereto, as independent contractors. Both parties understand that the tasks, the details of which both parties do not have legal right to control and no such control are assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between the parties (or its employees). Neither party nor its employees shall be deemed employees of each other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by either party.
4. **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.
5. **COUNTERPARTS:** 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.
6. **ENTIRE AGREEMENT:** This Agreement along with the Course Agreement and the Annual Agreement and any and all exhibits attached thereto shall constitute the complete agreement between the parties relating to the subject matter herein and supersedes 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 these thee documents, the order of precedence shall be (1) this Agreement, (2) the Course Agreement, and (3) the Annual Agreement. If SCHOOL and Alamo Colleges have entered into an AAAI Agreement, the AAAI Agreement shall take precedence over this Agreement in the event of conflict.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by its duly authorized officer, to become effective as of the date stated in Sub-section 20 herein.

**ALAMO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. Robert Aguero Date President Date

Vice Chancellor for Academic Success

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHOOL:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Remainder of Page Intentionally Left Blank*]

**EXHIBIT A**

**Responsibilities of School and Alamo Colleges(College)**

1. **Responsibilities of School (in accordance with Sub-section 19 in the Academic Agreement)**
	1. School teacher/lead for discipline shall collaborate with College on curriculum, syllabus, text for course as defined in Course Agreement;
	2. School teacher/lead for discipline shall collaborate with College on instructors and syllabus for each section as defined in Annual Agreement;
	3. School shall collaborate with College on promotion of dual credit opportunities; School representative(s) will work with School dual credit (DC) instructor to provide presentations;
	4. Scholl shall distribute student admission and enrollment materials and assist students with completing the Admission Checklist;
	5. School shall provide time and support for students to complete the ApplyTexas application and work with School DC instructors to schedule class time to work on the ApplyTexas application;
	6. School shall provide College with a certified list of students eligible to enroll in Dual Credit classes. This will serve as the unofficial transcript.
	7. School shall collect all application, enrollment and course documentation required and provide same to College in accordance with the College defined timeline (if available, this documentation should be scanned and forwarded to College by email);
	8. School shall collaborate with College using on-going reporting to ensure that all documentation is provided by specified enrollment dates as provided in the Annual Agreement
	9. School shall collaborate with College on providing assessment opportunities for potential students and shall have School personnel trained through the College assessment office to be a proctor under the guidance of a College test administrator;
	10. School shall ensure that the School DC instructor provides all faculty hiring materials to the appropriate College academic contact;
	11. School shall designate a School DC representative to work with School DC instructors to ensure the instructors are verifying their rosters online and that the instructor provides the School DC representative a copy of their final roster;
	12. School shall move any students out of a dual credit class if the student has been charged any tuition and has failed to pay prior to first class day.
	13. School shall designate a School DC representative to work with School DC instructors to ensure they post their college grades online by the deadline and that they provide the School DC Representative with a copy of student grades for posting onto high school transcript;
	14. School shall designate a School DC representative to work with School DC instructors to ensure that all participate in evaluation of instruction as requested by the College DC representative and/or College discipline chair/lead;
	15. School shall ensure that the School DC representative and School DC instructors provide all communication to students, and parents where appropriate, regarding eligibility status and missing paperwork. **At no time** will the College directly contact parents of the students; and
	16. School DC representative and School DC instructors will submit FINAL SCHOOL class rosters to College by the first Monday in August for fall enrollment and the last Monday in November for spring enrollment.
2. **Responsibilities of College (in accordance with Sub-section 19 in the Academic Agreement):**
	1. College academic lead will coordinate all academic decisions;
	2. College chair or designee and/or discipline lead will collaborate with School DC discipline lead on curriculum, syllabus, text for course as defined in Course Agreement;
	3. College chair or designee and/or discipline lead will collaborate with School DC discipline lead on instructors and syllabus for each section as defined in Annual Agreement;
	4. College chair or designee and/or discipline lead will approve eligible faculty as adjunct faculty and ensure that School DC faculty are approved by the Alamo Colleges’ governing board;
	5. College DC representative will collaborate with School on promotion of dual credit opportunities;
	6. College will serve as advocate for all colleges’ dual credit partnerships;
	7. College will provide potential student/parent orientations;
	8. College will provide training for School counselors on DC and College enrollment materials required and ApplyTexas application process and all requirements for enrollment;
	9. College will coordinate student admission and provide enrollment materials to School;
	10. College will provide assessment opportunities for potential DC students (at the School and on the College main campus);
	11. College will confirm eligibility of students for enrollment in the DC program;
	12. College will provide appropriate reports to School on each student’s required documentation until all materials are received or the student is dropped from the DC program;
	13. College will provide residency verification for all DC students;
	14. College will notify students and School of required tuition when applicable;
	15. College will notify School of missing grades after the deadlines established in the Annual Agreement;
	16. College will post grades to student transcripts;
	17. College will provide college transcripts at students’ request upon receiving an official high school transcript from the student with graduation date; and
	18. College will provide reimbursement payment to SCHOOL based on DC instructor student enrollment ratio in accordance with Subsection 18 of the Academic Agreement.