



Dual Credit Instructional Agreement

Document Review for Memorandum of Understanding

To: Nancy Curé, Ph.D., Associate Vice Chancellor for Academic Affairs

From: Richard Vela, Director of Dual Credit

cc: L. J. Gates Black, Ed.D., Vice Chancellor for Academic Affairs and Student Success

Date: November 21, 2016

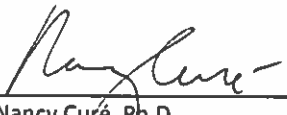
Re: Final Review of Instructional Agreement/MOU for Everman ISD

For Your Immediate Review and Approval

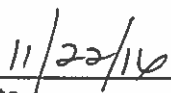
Standard Instructional Agreement/MOU – No changes or addendums

Please review the attached Instructional Agreement/Memorandum of Understanding (MOU) for Everman ISD for your approval and signature. Upon your approval of the agreement, please return the MOU to Mr. Richard Vela, Director of Dual Credit for further review by the College in preparation for the Chancellor's final review, approval and signature.

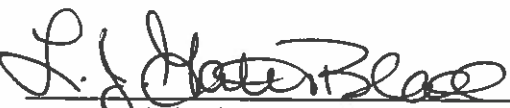
If you have any questions in reference to the Instructional Agreement/MOU, please contact Mr. Vela at 817-515-5033 or ismael.vela@tccd.edu. Thank you.



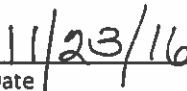
Nancy Curé, Ph.D.
Associate Vice Chancellor for Academic Affairs



Date



L. J. Gates Black, Ed.D.
Vice Chancellor for Academic Affairs
and Student Success



Date

INSTRUCTIONAL AGREEMENT

BETWEEN

TARRANT COUNTY COLLEGE DISTRICT

AND

EVERMAN INDEPENDENT SCHOOL DISTRICT

DUAL CREDIT PROGRAM

STATE OF TEXAS

This Agreement (herein so called), made and entered into on August 1, 2016, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and **Everman 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 August 1, 2016, and ending on July 31, 2019. 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, 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
L. J. Gates Black, Ed.D.
Vice Chancellor for Academic Affairs
and Student Success
Tarrant County College
1500 Houston Street
Fort Worth, Texas 76102

SCHOOL DISTRICT
Mr. Curtis Amos
Superintendent of Schools
Everman Independent School District
608 Townley Drive
Everman, Texas 76140

Executed August 1, 2016, 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

INDEPENDENT SCHOOL DISTRICT

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

By 
Mr. Curtis Amos
Superintendent Everman Independent School District

Implemented June, 2016

Name of High School Campus/ISD	College Course	Semester credit hours (SCH) granted	High school (HS) course equivalent	HS course credit	Instructional site (HS or TCC Campus?)	Financial Responsibility		Semester to be offered (check all that apply)		
						Tuition	Textbooks	Fall	Spring	Summer
Everman HS	ECON 2301	3 SCH	Dual Credit Economics	0.5	TCC South Campus	ISD	ISD		X	
Everman HS	ENGL 1301	3 SCH	English III: A	0.5	TCC South Campus	ISD	ISD	X		
Everman HS	ENGL 1302	3 SCH	English III: B	0.5	TCC South Campus	ISD	ISD		X	
Everman HS	ENGL 2327	3 SCH	English IV: A	0.5	TCC South Campus	ISD	ISD	X		
Everman HS	ENGL 2322	3 SCH	English IV: B	0.5	TCC South Campus	ISD	ISD		X	
Everman HS	GOVT 2305	3 SCH	Dual Credit Government	0.5	TCC South Campus	ISD	ISD	X		
Everman HS	HIST 1301	3 SCH	US History	0.5	TCC South Campus	ISD	ISD	X		
Everman HS	HIST 1302	3 SCH	US History	0.5	TCC South Campus	ISD	ISD		X	