

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AGREEMENT BETWEEN
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
NORTHWEST ISD
CONCERNING DUAL CREDIT**

This Agreement, (hereinafter referred to as "Agreement") is made and entered into by and between the Dallas County Community College District (hereinafter referred to as "DCCCD"), a Texas political subdivision of higher education, on behalf of El Centro College of the Dallas County Community College District (hereinafter referred to as "College") and Northwest ISD (hereinafter "ISD"), a Texas political subdivision of secondary education, on behalf of Byron Nelson High School, (hereinafter referred to as "High School"), hence forth individually referred to as the "Party", collectively the "Parties", for the College to conduct lower division courses (hereinafter "Courses" or "Dual Credit Courses") enumerated in this Agreement to eligible High School students (hereinafter "Student" or "Dual Credit") upon the following terms and conditions:

1. Attachments to this Agreement: The Agreement contains the following attachments that are incorporated herein as described below:

- A. Attachment A: Dallas County Community Colleges Guidelines for Dual Credit Courses and Remedial Courses Offered in Partnership with Texas Schools (2019-20);
- B. Attachment B: Course List(s); and B1-Additional Courses, if needed post signing; and
- C. Attachment C: Payment of Services

2. Term: Subject to prior termination of this Agreement as provided in section 10., the initial term of this Agreement shall be in full force and effect for a period of twelve (12) months. This Agreement begins on August 9, 2019 and ends on August 6, 2020. (the "Initial Term"). Sixty-days before the end of the Initial Term, ISD may renew this Agreement for up to three, one year terms upon written approval of the College.

The parties may review this program before the expiration of the Initial Term or any subsequent Renewal Term (the "Renewal Term") thereafter.

3. Statewide Goals for Dual Credit: Pursuant to Texas House Bill 1638 (85TH Legislature, 2017) the College and Northwest ISD set forth the following goals for dual credit to

align with statewide goals for dual credit programs in Texas, as prescribed by the Texas Higher Education Coordinating Board (hereinafter the "THECB") and the Texas Education Agency (hereinafter the "TEA").

Goal 1 - Collaborative Outreach Efforts and Benefits

- A. College and High School dual credit and advising staff provide dual credit information sessions at middle schools, high schools, colleges and at community events.
- B. College Outreach Teams are present throughout the metroplex and provide students and families with information about DCCCD colleges and educational opportunities. The College Outreach Teams also help students make connections with college intake staff.
- C. College and High School provide online dual credit information for the public. Information includes dual credit college contact information, dates and deadlines, dual credit state and local requirements, how to enroll in the dual credit program, endorsement connections for guided pathways, and dual credit comments from students and parents.
- D. College Outreach, Marketing Offices, and Dual Credit Departments provide dual credit cost savings information to the public. Information includes the benefit of no tuition cost for dual credit courses to dual credit students attending high schools within Dallas County. And, for dual credit students attending high schools outside of Dallas county, such students will benefit by paying a reduced tuition rate of in-county tuition for their dual credit courses. To receive the no or reduced cost tuition, the dual credit students must be attending a high school for which the colleges of the Dallas County Community Colleges have an officially signed dual credit agreement.

Goal 2 - Student Transition to and Acceleration Through Postsecondary Education

- A. Students attend college orientation sessions which include information about college degree and certificate options, student support services, and extra-curricular activities.
- B. College tours are provided to students.
- C. College and High School Career Services Offices provide students with Career Interests tools and workshops to help students better identify a program of study that will align with their current and future educational goals and career options.
- D. Students may take approved dual credit courses that apply toward the core curriculum, a certificate program, an Associate of Applied Sciences, an Associate of Arts, or an Associate of Science. College courses, certificates and degree plans are available within the college's online catalog.
- E. Students are advised and encouraged to successfully complete dual credit courses that apply toward their selected pathway, certificate and/or degree plan.
- F. College and High School provide high school and college degree completion information to students. The college Transfer Services office provides information regarding the transfer of college credit courses from the colleges of the DCCCD to other colleges and universities. The college Transfer Services also provides transfer guides which include courses (course numbers and course names) within the college that will transfer into degree plans at other institutions of higher education.

Goal 3 - Academic and College Readiness Advising and Support Services

- A. Students are provided academic and college readiness advising with access to student support services
- B. College provides students with career information, degree and certificate options, and academic advising.
- C. College provides students with support services to include college success workshops, time management, learning and support centers, tutoring centers, libraries, academic advising and career workshops. Other college support services include the college Health Center and Disability Services Center. Students are encouraged to utilize support services that are available at the college and high school.

Goal 4 - Course Quality and Rigor to Ensure Student Success in Subsequent Courses

- A. As required by the THECB, the quality and rigor of Dual Credit courses taught at the colleges shall be the same at the high school, being sufficient to ensure student success in subsequent courses.
- B. College develops and provides directed pathways. Directed pathways will build upon student learning outcomes required for rigorous subsequent college level courses.
- C. Course/program rigor should be comparable to that of other offerings and clearly at the collegiate level as required by Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
- D. Content of course will be college-level and students will demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Dual Credit Guidelines.

4. Scope of Agreement and Limitations of Authority: The Parties agree to the scope of this Agreement as follows:

- A. **Purpose:** The purpose of this Agreement is to provide a system under which an eligible high school student enrolls in state approved college course(s) and receives course credit for the course(s) from both the college and high school. Dual enrollment structures education, training, and career exploration to enable students to build academic and technical skills, acquire industry credentials, enter a profession, and advance in higher education. College and High School will approve Students who are qualified to enroll in courses enumerated in this Agreement. Courses enumerated under this Agreement (see Attachment B) will be offered at both High School and College. Faculty from College and High School will conduct these courses.
- B. **Governance:** The DCCCD Dual Credit program shall be governed by state and federal laws and regulations, as well as Northwest ISD policies (hereinafter "ISD Policies") and DCCCD rules, regulations, policies, and procedures, including, without limitation, policies set forth in the DCCCD Board of Trustees Policies and Administrative Procedures Manual, and all other applicable rules, regulations, and

operational memorandum of the College (hereinafter, "DCCCD Policies"). In the event of a conflict between the ISD Policies and the DCCCD Policies, the DCCCD Policies shall control.

- C. **Description of Services:** College shall establish and conduct courses listed on Attachment B exclusively for qualified High School students.
- D. **Awarding of Credit:** The College will award college credit for lower division courses which are allowed by the Texas Higher Education Coordinating Board. Such courses appear on Attachment B. The College warrants and represents that the courses offered under this Agreement have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and Texas Education Agency requirements for high school graduation and that they are at a more advanced level than courses taught at the high school level.
- E. **Transcripting of Credit:** For Dual Credit Courses, high school as well as college credit shall be transcripted immediately upon a student's completion of the performance required in the course.
- F. **Conditions of Service:**
- (1). The Dallas County Community College District Dual Credit program falls under Texas Higher Education Coordinating Board Rule 19 TAC §§ 4.81-4.85, "Dual Credit Partnerships Between Secondary Schools and Texas Public Institutions of Higher Education." Services under this Agreement are limited exclusively to Dual Credit students for an in-county tuition rate for approved Dual Credit courses (Attachment B). For Dual Credit tuition see 4.K.1 of this Agreement.
 - (2). All students wishing to participate in the Dual Credit program by taking a course(s) described in Attachment B must:
 - (a). Complete College application for admission to the College;
 - (b). Clearly establish their residency classification;
 - (c). Complete the High School Enrollment Form;
 - (d). Provide a current high school transcript of school subjects completed;
 - (e). Provide required documentation for meningitis vaccination if attending classes on a DCCCD campus;
 - (f). Complete all other documentation required by the College;
 - (g). Satisfy Texas Success Initiative (hereinafter the "TSI") requirements, including the College pre-assessment activity (hereinafter the "PAA"); and

- (h). Demonstrate eligibility to enroll in dual credit courses as outlined within Attachment A, Dual Credit Guidelines
- (3). To enroll in a Dual Credit course offered under this Agreement, Students must satisfy Texas Success Initiative requirements, or qualify for a TSI exemption, exception or waiver to enroll in a College level course. Students may take the College TSI Assessment test at the College's Testing Center.
- (4). Courses approved for dual credit by the THECB shall be in the College's:
 - (a). Core Curriculum;
 - (b). Career and Technical Education Courses that apply to any certificate or Associate Degree offered by the institution; courses contained in the Workforce Education Manual (WECM);
 - (c). Courses with the following rubrics: ACCT, ARCH, BCIS, BUSI, COSC, CRIJ, ENGR, ENGT, and RNSG; and
 - (d). Foreign Language courses
- (5). Each Dual Credit course offered under this Agreement must be taught using a College Common Learning syllabus as an outline. Course Objectives/Competencies/Learning Outcomes listed in the Common Learning Syllabus must be included in the syllabus and the syllabus must be distributed to the students. In addition, the syllabus must specify evaluation methods the instructor will use to assign college grades. Copies of all major examinations will be submitted at the end of the semester to the appropriate division dean at the College.
- (6). Approved dual credit courses may be within Educational Pathways, Blocks of Credit, Certificates and/or Degree Plans. Required course prerequisites, shall be completed before registering for a specific course. These sequences of courses consist of introductory courses that students must have successfully completed in order to take certain college courses. Dual credit courses provide students college level instruction along with college level expectations within the classroom.
- (7). The composition of a dual credit class may be comprised of Dual Credit Students only or of Dual Credit Students and college credit students. Combined classes, which would include high school credit-only students, as well as Dual Credit 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 High School Program graduation requirements, and the High School is otherwise unable to offer such a course.
 - (b). If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

- (c). If the Dual Credit course is a career and technical /college workforce education course and the high school credit-only students are eligible to earn articulated college credit.
- (8). The College and Northwest ISD Public HS shall collaborate to ensure the rigor, academic requirements and standards applicable to the Dual Credit courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements. For those Dual Credit Courses taught by employees of ISD High Schools, it shall be the obligation of ISD High Schools to ensure that such Dual Credit Courses meet the quality, rigor, uniformity, implementation, sequencing, and pacing of instruction required by the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and the DCCCD. In the event College shall determine that a Dual Credit Course(s) taught by an ISD High School employee(s) fails in any respect to meet any required standard, College will provide an ISD High School notice of such failure and ISD High School shall promptly undertake to remedy such deficiency. In the event ISD High School shall fail to undertake to promptly remedy such deficiency, College may take any and all appropriate actions up to and including termination of this Agreement.
- (9). A College supervisor will review the major examinations in each Dual Credit course to document the requirement that skills and concepts contained in the course syllabi are being taught and tested.
- (10). College and High School will agree on the number of students per class.
- (11). High School shall adhere to the DCCCD Guidelines for Dual Credit Courses and Remedial Courses as set forth on Attachment A. If the THECB and DCCCD adopt new Guidelines during the term of this Agreement, these new Guidelines shall take precedence over the previous DCCCD Guidelines. College will promptly provide ISD High School with a copy of any new or revised Guidelines.
- (12). If a student is enrolled simultaneously in college and high school pursuant to this Agreement, the two schools may share information regarding the student in accordance with the Family Education Rights and Privacy Act (hereinafter "FERPA"), 34 CFR § 99.34(b).
- (13). Students may be allowed to attend approved Dual Credit course(s) at another DCCCD college listed within this Agreement when a specific course(s) is not available at the DCCCD college within the students' service-area. To do so, the student shall review the course request with

both Colleges to determine course availability at a sister campus. Student will need to register with home college location. Colleges must monitor courses taken to ensure one college provides 25% or more of the course work required within a degree or certificate program for college graduation. Not all Dual Credit courses may be available at other DCCCD college(s).

- (14). Enrollment of High School student in an online Dual Credit course provided under this Agreement will be reviewed on a case by case basis with the parent/guardian and student. The review will serve to explain the requirements and expectations of online Dual Credit courses. The ultimate enrollment decision rests with the College after consultation with the appropriate High School counselor.
- (15). Students may take approved Dual Credit courses. Dual Credit courses shall be comprised of academic and career & technical education courses. When applicable, such Dual Credit courses shall be comprised of defined sequences of courses that lead to a certificate and/or degree plan. Approved Dual Credit courses will be made available at the College and/or High School. College may also offer Dual Credit courses at the College during the evening, week-end and summer to Dual Credit Students. The High School may accept Dual Credit courses for dual credit upon student presenting official College transcript to High School. Courses not listed in Attachment B do not qualify for dual credit. Students who have acquired TEA course graduation requirements are not eligible for dual credit.
- (16). Within the scope of the effective date of this Agreement, but not later than the start of the semester, the course list included in Attachment B may be revised, without prior Board approval, only under the following circumstances:
 - (a). Through an oversight, the Parties inadvertently omitted classes from the course matrix that they previously agreed to include; and/or
 - (b). A typographical, transcription on course identifiers, or other minor editing error; and/or
 - (c). If the State changes course offerings, then the appropriate change may be made.

The College shall be solely responsible for properly documenting all required course information on Attachment B. Additional or revised courses shall be documented on Attachment B-1. All courses listed within Attachments B and B-1 are approved for dual credit by the THECB.

- (17). A Dual Credit Student shall be required to comply with all requirements

prescribed by applicable law or DCCCD Policies for continued enrollment in dual credit courses in the following spring, summer, or fall terms/semester.

- (18). Any misconduct, behavioral problems, and disciplinary measures resulting from violations of the DCCCD Student Code of Conduct should be reported in writing to the appropriate High School official. Disciplinary action will be taken by High School and the High School Principal in coordination with the College Student Discipline officer. College may, at its sole discretion, refuse to admit a student with a record of disciplinary problems.
- (19). College's performance of its duties under this Agreement is specifically contingent upon the appropriation and allotment of adequate funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the DCCCD's Board of Trustees (the "Board").
- (20). High School and College understand and acknowledge that the DCCCD, as a post-secondary institution of higher education under Texas law is subject to those provisions of Texas law (Tex. Gov't Code 441.2031(b), et. al.) which permit the concealed carry of handguns by license holders in those areas of DCCCD property where such concealed carry of handguns is not prohibited. As such, Students may at times be in areas of DCCCD property where the concealed carry of handguns is permissible. High School agrees to work collaboratively with the College to provide information to Students, as well as their parents or legal guardians, of the fact that such Students, while upon the property of the DCCCD may be in areas in which the concealed carry of handguns by license holders is permissible and the realities associated therewith.

G. Responsibilities of High School: High School shall:

- (1). Provide the College with:
 - (a). all student admission documentation, including an annual updated High School transcript, and
 - (b). official faculty transcripts.
- (2). Provide a contact person who will fulfill the duties of a Dual Credit Coordinator including:
 - (a). Assisting students with obtaining ("TSI") exemption records;
 - (b). Assisting students in completing all required admissions documents;

- (c). Assisting with student orientation;
 - (d). Delivering to the College in a timely manner all required paperwork including faculty transcripts, requests for exceptions, test scores and enrollment documents;
 - (e). Serving as liaison with students, parents, high school personnel and College personnel, and
 - (f). Facilitating the operation of the Dual Credit program to ensure the smooth and timely operation of the process.
- (3). Adhere to
- (a). Policies of School;
 - (b). DCCCD Policies as defined in Section 4B

H. Responsibilities of College: College shall:

- (1). Monitor the instruction of all Dual Credit Courses to assure the quality, uniformity, implementation, sequencing, and pacing of instruction in accordance with the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and the DCCCD. College will designate staff personnel to monitor and assure adherence to these standards.
- (2). Provide mandatory orientations and staff development for High School instructors involved with this dual credit partnership.
- (3). College will provide academic supports and guidance to include: academic advisement and career services to help students align degree/certificate with future career, work plans or transfer plans to universities.
- (4). Conduct an annual evaluation for faculty of both College and High School that is the same as that for all adjunct College instructors.
- (5). College will inform High School of changes to a course name and/or course number as required by the Texas Higher Education Coordinating Board as soon as practicable.

- I. Instruction of Courses:** Dual Credit courses will be taught by College faculty or qualified high school instructors who meet the same criteria for teaching college courses as College faculty. College will select the instructors of Dual Credit courses. College and High School shall collaborate to ensure that the rigor, academic requirements and standards applicable to the courses being offered are maintained and applied to meet or exceed all accrediting and other regulatory agency requirements.

J. **Classroom Facilities:** College and High School shall provide appropriate classroom facilities for Dual Credit courses taught on College and High School Properties.

K. **Scholarship, Tuition, Textbooks and School Supplies:**

- (1). By written agreement, students attending high schools located outside of Dallas County and within the state of Texas who are enrolled in courses for which they receive joint credit under the Texas Education Code shall be charged the DCCCD in-county tuition rate for eligible dual credit courses including online dual credit courses. Student or High School is also responsible for payment of repeated dual credit college course(s). Student or High School will pay the in-county discounted tuition rate of \$59 per credit hour for repeated dual credit courses. The in-county discounted tuition rate is solely for dual credit courses listed within this Agreement, Attachment B or B-1. If student repeats the same course for the third or subsequent attempts of credit and Continuing Education/Workforce Training courses, Student or High School will then pay a higher tuition rate with few exceptions such as the restriction on course repeatability. Students should take care in dropping a credit course.
- (2). Students or high school will be responsible for the costs of books, materials (which include Follett Higher Education learning materials), access codes, required course supplies, equipment and liability insurance if applicable.
- (3). Follett Higher Education learning materials and classroom textbooks shall be determined by college faculty and made available online or in college bookstore prior to the start of classes. Students who enroll for Dual Credit courses must use the most current learning materials and textbooks as reasonably approved by the College instructional division. Each academic year, any required access code must be purchased for each student enrolled in that course to fulfill that requirement.
- (4). Textbooks that are bundled with other instructional tools such as software products and/or licenses may not qualify as a "re-usable textbook". If that is the case, replacement software may be purchased if made available by the vendor. The term "other instructional tools" does not include textbooks that require an access code.
- (5). College classroom textbook(s) shall be determined and made available prior to the start of classes. College may require all high schools to replace hardcopy textbooks or textbooks that require an access code that have been used by the High School after two-four years of continuous use, or after the expiration of a textbook's useful service, as reasonably determined by the college.

- L. **Payment of Services:** During the term of this Agreement, the Colleges may commence their services during an academic term that does not coincide with the beginning date of this Agreement. This is because some portion of the Dual Credit courses are, or may be taught utilizing (high school) teachers. DCCCD agrees to pay for such Dual Credit instructional services for the Dual Credit Courses contemplated by this Agreement, in accordance with Attachment C.

The following chart represents a breakdown of monies that the college(s) are authorized to spend for educational services under this Agreement. Monies that DCCCD pays for Dual Credit instructional services shall not exceed the following dollar amounts.

AUTHORIZED EXPENDITURES NOT TO EXCEED:

| | | |
|-----|--|-------------|
| ECC | During Initial Term Beginning: 2019-2020 | \$5,000.00 |
| ECC | During Remaining Renewal Terms Ending: 2022-2023 | \$15,000.00 |
| ECC | Aggregate: \$ (College Grand Total listed here) | \$20,000.00 |

M. **Limitations of Authority:**

- (1). Neither Party has authority to act for or on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
- (2). Neither Party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written Amendment to this Agreement. Changes to this Agreement are subject to the approval of each Party's respective legal counsel.
- (3). Neither Party may incur any debt, obligation expense, or liability of any kind against the other without the other's expressed written approval.
- (4). Neither Party shall have control over the other Party's employees, agents or representatives with respect to hours, times, or terms of employment.
- (5). Under no circumstances shall either Party be deemed an employee of the other.

5. **Assignment:** Neither Party may assign their interest in this Agreement without the

written permission of the other Party.

6. Responsibility: To the extent permitted under Texas law and without waiving any immunities or defenses, including governmental immunity, each party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this Agreement or any of its activities or from any act or omission of any employee or invitee of the Parties involved. The provisions in this section are solely for the benefit of the Parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

7. Compliance: Each Party represents and warrants to the other that it will comply with all applicable state and federal laws, rules or regulations ("Applicable Laws") that relate to their respective obligations under the Agreement. Applicable laws include, but are not limited to,

- A. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, College and High School acknowledge that each has a legal obligation to maintain the confidentiality and privacy of Student records and information in accordance with FERPA. Neither College nor High School may disclose information contained in Student records received from the other Party to a third party without prior written consent from the Student or the Student's parent/legal guardian. College and High school must destroy any Student information received from the other Party under this Agreement when such Student information and records are no longer needed for the purposes contemplated under this Agreement. Should the Parties enter into any type of Data Sharing Agreement for purposes of facilitating the Dual Credit program, then any return or destruction of Student records shall be done in accordance with such Data Sharing Agreement.
- B. Title IX of the Education Amendments of 1972 20 U.S.C. §§1681-1688 ("Title IX"). The College and High School agree to collaborate to address any complaint of sexual misconduct and/or any complaint of unlawful discrimination or retaliation on the basis of any protected category involving High School Student and High School employees. The College Title IX Coordinator shall address any complaint of unlawful discrimination or retaliation on the basis of any protected category and/or any complaint of sexual misconduct, whether occurring on or off campus; between students, faculty, and staff; or between non-affiliated persons participating in a DCCCD sponsored program or event, including the Dual Credit program. All faculty teaching Dual Credit courses must participate in Title IX Compliance training, available through the College eConnect menu for employees.
- C. Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq/ ("ADA") and Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. § 701 et seq.

("Section 504): College and High School shall collaborate to provide disability services to students with disabilities in accordance with ADA and Section 504 requirements.

8. Governing Law/Venue: This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts of Dallas County, Texas in any action arising out of or relating to this Agreement. The Parties waive any objection they might have to jurisdiction or venue of such forums or that the forum is inconvenient and agree not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

9. Waiver: The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

10. Right of Termination: This Agreement may be terminated upon:

- A. Mutual written consent of the Parties;
- B. Written notice by College or High School to the other party at least ninety-days prior to the date of termination. Termination under this sub-section will occur on the day after the end of the semester in which the ninety-day period expires; or
- C. Material breach of this Agreement. A material breach of this Agreement includes, but is not limited to, a violation of DCCCD Policies, a misrepresentation or false statement by one of the Parties, or non-performance of a party's duties.

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 of the alleged breach. If the breach is not cured, termination is immediate. However, if breach occurs during the academic term and is not cured during the term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty.

If a Party is compensated under this Agreement, all compensation under this Agreement shall be prorated to the date of termination.

11. Miscellaneous Provisions:

- A. The Parties warrant and represent that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations.
- B. Transportation to and from College is responsibility of High School and/or Student.
- C. Prior to the start of each semester, the High School and College shall collaborate

on the development and communication of procedures for providing students with disabilities the opportunity to request accommodations through their college of enrollment. High school shall collaborate with College to provide disability services to students with disabilities in accordance with applicable law, including, but not limited to, providing recommendations and documentation for requested accommodations.

- D. College and High School will collaborate to provide Health Center services to students.
- E. A Data Sharing Agreement may be made with College and High School. The Agreement would allow Parties to provide the applicable data and information about students who are concurrently or formerly enrolled in both education institutions in a manner consistent with such Data Sharing Agreements and Applicable Laws.
- F. Technology requests specific to Dual Credit environments on DCCCD properties are to be coordinated through the Northwest ISD Public School central technology departments, delivered to both college IT Director and DCCCD District IT Deputy Chief Innovation Officer.

12. Notices: All notices and communications under this Agreement shall be mailed or delivered to the respective Parties by depositing same in the United States mail at the address shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses:

El Centro College

Dr. Jose Adames
President
801 Main Street
Dallas, TX

Northwest ISD

Dr. Ryder Warren
Superintendent
P.O. Box 77070
Fort Worth, TX 76177

Either Party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent.

13. Nondiscrimination: Parties to this Agreement shall not discriminate in this Program on the basis of race, color, religion, gender, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

14. Parol Evidence and Status of Agreement: This Agreement represents the entire Agreement of the Parties and there are no representations, inducements, promises,

agreements, arrangements or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.


15. Signatory Clause: The individuals executing this Agreement on behalf of the Dallas County Community Colleges and the Byron Nelson High School acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this Agreement and the Attachments A, B, and C hereto. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

THIS AGREEMENT IS EXECUTED in duplicate original counterparts effective upon the date indicated above in Section 2. of this Agreement.

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT




Dr. Jose Adames
El Centro College

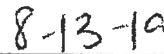


Date

NORTHWEST ISD



Ryder Warren, Ed.D.
Superintendent of Schools
Northwest ISD



Date

**DALLAS COUNTY COMMUNITY COLLEGES' GUIDELINES
FOR
DUAL CREDIT COURSES AND REMEDIAL COURSES
OFFERED IN PARTNERSHIP WITH TEXAS SCHOOLS
2019-20 Academic Year**

The following guidelines reflect current Texas Higher Education Coordinating Board (THECB) rules and regulations (Chapter 4, Subchapter D) and Dallas County Community College District (DCCCD) policies and procedures. THECB rules and regulations and DCCCD policies and procedures are subject to change with the new changes taking precedence.

While THECB defines four types of partnerships with high schools, these guidelines do not address partnerships where only high school credit is granted for articulated agreements. They do address course credit where instruction is provided to high school students for the immediate award of both high school and college certificate and associate degree credit. Thus, called dual credit. They also address remedial instruction provided to high school students for either remedial work to prepare students to pass the State of Texas Assessments of Academic Readiness (STAAR) test(s) or other state designated instrument(s) to prepare students to pass the Texas Success Initiative Assessment (TSIA) test(s).

1. For any instructional partnerships between a Texas public secondary school(s), a charter school, a private school or a home school and a college of the DCCCD, a dual credit agreement must be approved by the governing boards or designated authorities of both the secondary school and the DCCCD prior to the offering of courses. Students who are enrolled in public, private, charter, or non-accredited secondary schools or who are home schooled must meet the same standards outlined below. This agreement must address the following:
 - A. Student eligibility requirement to enroll in academic approved dual credit courses
 - (1) The student must be in high school.
 - (2) The dual credit student may enroll in more than one dual credit course per semester, and may enroll in dual credit coursework with freshman, sophomore, junior, or senior high school standing.
 - (3) The student must complete a pre-assessment activity (PAA) and practice test prior to taking the official Texas Success Initiative Assessment (TSIA) battery of tests.
 - (4) Institutions will use the TSIA Assessment scores and diagnostic results when addressing the educational and training needs of the student.
 - (5) College shall assess each student for readiness to engage in any college-level curriculum offered for college credit prior to the student's enrollment in such curriculum.
 - (6) After assessment, the High School, using guidelines established by the College, shall determine what forms of assistance and remediation, if any, are necessary

prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.

- (7) A student must meet the college prerequisites designed for a course.
- (8) A student demonstrates TSI exempt for college readiness and dual credit eligibility by achieving the following minimum passing standards under the provisions of the Texas Success Initiative (TSI) relating to Texas College and Career Readiness Standards on relevant section(s) of the Texas Success Initiative Assessment (TSIA) OR other appropriate state approved test scores (see below SAT, ACT, STAAR score requirements for TSI). TSI score requirements can be altered by the THECB with currently approved scores being used for eligibility and course placement purposes. TSI Assessment results are valid for five (5) years from date of testing.
- (9) TSI Assessment with minimum of 351 on reading; 350 on math; and 340 with an essay score of at least 4 on writing. Another demonstration of writing college readiness includes a placement score of less than 340 and an ABE Diagnostic level of at least 4 and an essay score of at least 5.
- (10) Institutions will use the TSIA Assessment scores and diagnostic results in their consideration of courses addressing the educational and training needs of the student.
 - SAT – For SAT Scores prior to March 5, 2016, a combined critical reading and math score of 1070 with a minimum of 500 on critical reading test (student shall be exempt for both the reading and writing), and/or a minimum of 500 on the math test (student shall be exempt for math).
 - SAT - For SAT Scores on or after March 5, 2016: a minimum score of 480 on the Evidenced-Based Reading and Writing (EBRW) test shall be exempt for both reading and writing sections of the TSI Assessment; a minimum score of 530 on the mathematics test shall be exempt for the mathematics section of the TSI Assessment. There is no combined score.
 - Mixing or combining scores from the SAT administered prior to March 5, 2016 and the SAT administered on or after March 5, 2016 is not allowable. The newly approved SAT scores became effective on August 10, 2016.
 - ACT – a student with a composite of 23 with a minimum of 19 on the English test shall be exempt for both the reading and writing sections, and/or 19 on the math test (student shall be exempt for the math section)
 - A Level 2 final recommended score of 4000 or higher on the Algebra II STAAR EOC
 - A Level 2 final recommended score of 2000 or higher on the English III Reading STAAR EOC exam (scores prior to 2014)

- A Level 2 final recommended score of 2000 or higher on the English III Writing STAAR EOC (scores prior to 2014)
 - A Level 2 final recommended score of 4000 or higher on the English III Combined Writing and Reading (scores in 2014 and thereafter)
- (11) The student is eligible to enroll in academic dual credit courses with the following scores. Such scores will not make the student TSI exempt.
- By achieving 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
 - By achieving 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
 - By achieving a Level 2 final recommended score of 4000 or higher on the English II STAAR EOC
 - By achieving a Level 2 final recommended score of 4000 or higher on the Algebra I STAAR EOC and passing grade in the Algebra II course
 - By achieving a Level 2 final recommended score of 4000 or higher on the Algebra II STAAR EOC (THECB approves this score criteria as both dual credit eligible and TSI met in math.)
 - PSAT/NMSQT placement scores from test taken prior to October 15, 2015: By achieving a combined score of 107 with a minimum of 50 on the reading test. By achieving a combined score of 107 with a minimum of 50 on the mathematics test.
 - PSAT/NMSQT placement scores from test taken on or after October 15, 2015: By achieving a minimum score of 460 on the evidence-based reading and writing (EBRW) test. By achieving a minimum score of 510 on the mathematics test.
 - Mixing or combining scores from the PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered on or after October 15, 2015 is not allowable.
- (12) 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 and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility. However, if the student takes dual credit course(s) that are outside of the allowances outlined above in (9), then:
- (a) The student will not be eligible for a TSI level-one certificate waiver; and
 - (b) The student will be required to take the TSLA unless the student presents qualifying ACT, SAT or STAAR scores to make the student exempt from TSI requirements.

- (13) 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 following conditions:
- a. Courses that require demonstration of TSI college readiness in reading and/or writing, the student achieves a Level 2 final recommended score of 4000 on the English II STAAR EOC
 - b. Courses that require demonstration of TSI college readiness in mathematics, the student achieves a Level 2 final recommended score of 4000 on the Algebra I STAAR EOC and a passing grade in Algebra II course; or
 - c. the student achieves a Level 2 final recommended score of 4000 on the Algebra II STAAR EOC
 - d. Courses that require demonstration of TSI college readiness in reading and/or writing, 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
 - e. Courses that require demonstration of TSI readiness in mathematics, 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
 - f. Courses that require demonstration of TSI college readiness, the student achieves the following PSAT/NMSQT placement scores from test taken prior to October 15, 2015: By achieving a combined score of 107 with a minimum of 50 on the reading test. By achieving a combined score of 107 with a minimum of 50 on the mathematics test.
- (14) Courses that require demonstration of TSI college readiness, the student achieves the following PSAT/NMSQT placement scores from test taken on or after October 15, 2015: By achieving a minimum score of 460 on the evidence-based reading and writing (EBRW) test. By achieving a minimum score of 510 on the mathematics test.
- (15) Mixing or combining scores from the PSAT/NMSQT administered prior to October 15, 2015 and the PSAT/NMSQT administered on or after October 15, 2015 is not allowable.
- (16) A student who is exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.
- (17) Students who do not acquire the necessary test score(s) for eligibility purposes should discuss their options with the college Dual Credit School Coordinator. To be eligible for enrollment in a dual credit course offered by a public college, students must meet 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.).

- (18) Score requirements can be altered by the THECB or DCCCD with the currently approved scores being used for eligibility and course placement purposes.
- (19) An institution may impose additional requirements for enrollment in courses for dual credit that do not conflict with THECB dual credit requirements.
- (20) An institution is not required, under the provisions of THECB dual credit section, to offer dual credit courses for high school students.
- (21) The student must meet all admissions criteria of the college. In addition, students may be withdrawn from the pre-registration course(s) for subsequent semesters or terms if the student withdraws from a course or makes a grade of D or F. Students may be refused re-enrollment unless the student and the parent(s)/guardian(s) agree to abide by written conditions from the college designed to increase the potential for success.
- (22) It is important for students to maintain a good academic standing as grades could impact a student's admission when transferring into four-year colleges/universities.
- (23) Eligibility and academic standing are reviewed for continued participation in dual credit courses, and the student is required to maintain satisfactory academic performance at the high school; earn grades of A, B or C in all college courses; and obtain and submit evidence of parental/guardian and school approval for each subsequent semester of enrollment. A student who earns grades of D or F in a dual credit course may not be eligible for future dual credit courses or may have restrictions placed on their enrollment in the Dual Credit Program. Students who earn dual credit grades of W, D and/or F on a college transcript may not be eligible for future financial aid or may have limited financial aid options beyond high school.
- (24) Students must discuss with their Dual Credit Advisor/Counselor if they wish to withdraw from their college course(s). Students who decide to withdraw must submit the required withdrawal form to the Dual Credit Advisor/Counselor or College Registrar by the published deadline. Failure to submit the required withdrawal form could result in student receiving a grade of F.

Section 51.907 of the Texas Education Code applies to students who enroll in a Texas public institution of higher education for the first time in fall 2007 or later. Based on this law, when you graduate from high school and continue your college education, DCCCD or any other Texas public institution of higher education may not permit students to drop more than six college level credit courses for unacceptable reasons during their entire undergraduate career without penalty. All college level courses dropped after the official drop and add period for the course

are included in the six-course limit, including courses dropped at another Texas public institution of higher education, unless it qualifies as an exception.

- (25) Dual Credit High Students are currently exempt from the following state requirements until they graduate from high school. Once students graduate from high school and are no longer exempt they should take care when selecting additional courses to be transferred toward a Baccalaureate degree. House Bill 1172 allows an institution to charge the equivalent of out of state tuition for credit hours taken beyond the state limits of 30 semester credit hours required for a degree program. It is recommended that students take minimal hours beyond degree requirements to avoid possible higher tuition charges at the institution to which they are transferring.
- (26) Academic freedom is practiced at all DCCCD Colleges and appropriate and essential discipline-specific terminology, concepts and principles are utilized as needed in the classroom setting, including within dual credit classes.

B. Faculty Qualifications

- (1) The college must select instructors of dual credit courses. This faculty must be regularly employed faculty members of the college or must meet all criteria established for credit instruction in the DCCCD, including SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) criteria. The approval procedures used by the college to select faculty must be the same as that used for faculty teaching at the college campus.
- (2) It is encouraged that high school faculty teaching dual credit classes should also teach a class on the college campus as soon and as often as practical.
- (3) Faculty teaching dual credit classes will meet all expectations for adjunct instructors including attending orientations, faculty meetings, and staff development/training activities.
- (4) The faculty supervision and evaluation will be the same as that for all instructors at the college. Such evaluations will be conducted by the appropriate division dean or delegate. The student survey of instruction instrument will be administered, and all normal and usual documentation will be completed.

C. Course Curriculum, Instruction and Grading

- (1) Courses offered for dual credit must be THECB approved college-level academic courses and/or THECB college-level workforce education courses and are in agreement with the current Texas Education Agency's (TEA) guidelines for graduation requirements in the State of Texas. Students may take no more courses for dual credit than permitted by these TEA course graduation guidelines.
- (2) The college shall ensure that a dual credit course and the college course offered on the college campus are equivalent with respect to curriculum, materials, instruction, and method/rigor of student evaluation.
- (3) Instructors of dual credit courses should be given the opportunity to award high school only or dual credit depending upon student performance. Students in dual

credit courses may withdraw from the college course by following college procedures and meeting all deadlines.

- (4) Dual Credit students who retake a dual credit course or enroll in a concurrent (non- dual credit) course will pay tuition for such courses.

D. Location of Dual Credit Classes

- (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, the college shall comply with applicable rules and procedures for offering courses at a distance in THECB Rules, Chapter 4, subchapters P and Q relating to Distance Education and Off-Campus instruction.
- (2) Dual credit courses taught electronically shall comply with the THECB adopted Principles of Good Practice for Courses Offered Electronically.
- (3) Colleges must comply with SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) requirements as it relates to courses taught off college location.

E. Composition of Dual Credit Classes

- (1) Dual Credit courses must be taught on the college and/or the high school campus.
- (2) Dual credit classes may be composed of dual credit students only or of dual and college credit students. Combined classes, which would include high school credit-only students, as well as dual credit students, are allowed as provided within THECB rules.

F. Student Services

- (1) High school students in dual credit courses will be given access to the college library, accorded appropriate privileges, and have adequate library resources convenient for use at the site where the course is offered.
- (2) High school students in dual credit courses will be provided the academic support services, including academic advising and counseling, as those on the college campus.
- (3) Prior to the start of each academic year, the High School and College shall collaborate on the development and communication of procedures for the provision of accommodations for students with disabilities enrolled in Dual Credit courses ("Established Procedures"). High School and College shall provide disability services in accordance with Established Procedures and applicable law.
- (4) If a student is enrolled simultaneously in college and high school in a dual credit program, the two schools may share information regarding the student. This complies with 34 CFR 99.34(b).

G. All other services provided to college students will be provided to high school students enrolled in dual credit courses.

H. Eligible Courses

- (1) A Community College may grant a student credit for a dual credit course only if the course is offered in the college's core curriculum; Career and Technical Education (CTE) courses that apply to any certificate or associate degree offered by the institution; and, courses with the following rubrics: ACCT, ARCH, BUSI, COSC, CRIJ, ENGR, ENGT, RNSG, BCIS, and foreign language courses.
 - (2) Courses to be offered must be college-level courses included in the current edition of the Lower Division Academic Course Guide Manual or the Workforce Education Course Guide Manual approved by THECB. Course name and number are subject to change.
 - (3) Dual credit classes must be equal in quality and rigor to classes on the college campus.
 - (4) The syllabus will contain all elements common to the syllabi for the same course as taught at the college.
 - (5) Regular academic policies applicable to courses taught at the college's main campus must also apply to dual credit courses. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and the distribution of a syllabus comparable to that utilized on the college campus.
 - (6) Colleges will not receive formula funding from the state for PHED 1164 dual credit course. Legislation does not restrict higher education institutions from enrolling dual credit students in PHED 1164, but state funding will not be provided to the college.
- I. Transcription of Credit. Transcription of dual credit courses on a college transcript should be handled exactly as it is for other college-level courses.
- J. Funding
- (1) State funding for dual credit courses will be available to Public School District and College based on the current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.
 - (2) The college may claim funding for students getting college credit in core curriculum, select academic courses, career and technical education, and foreign language dual credit courses approved by and in keeping with Texas Higher Education Coordinating Board policies.
- K. Tuition and Cost- By written agreement with various high schools, the College District is authorized to offer dual credit enrollment classes to high school students as permitted by Chapter 130 of the Texas Education Code. The Chancellor or designee is authorized to enter into these agreements.
- Tuition Scholarship:
- (1) In Dallas County High Schools- A signed Dual Credit Agreement between the college and the school district, charter school, private school, or home school must be on file and indicate students enrolled in dual credit courses shall not pay tuition. One tuition scholarship per dual credit course per student is

allowed. Tuition scholarship is not awarded to high school students enrolled in concurrent college courses where only college credit is awarded. Dual Credit Agreements will be made with school districts, charter schools, private schools, or home schools located within Dallas County. Tuition scholarship is not awarded for repeated courses. Student and/or high school are responsible for tuition and additional costs of any repeated course(s).

- (2) Out of Dallas County In-State High Schools- A signed Dual Credit Agreement may be made with a school district, charter school, private school, or home school located outside of Dallas County and within the state of Texas. Students who are attending the out-of-county school and enrolled in dual credit courses will be charged tuition at the DCCCD in-county tuition rates. Parent is responsible for tuition in full, unless high school offers to sponsor/scholarship student tuition. Educational institutions file Form 1098-T for each student they enroll and for whom a reportable transaction is made for dual credit courses, including online dual credit courses and repeated dual credit courses. To the extent dual credit courses are to be offered outside of Dallas County and within the State of Texas and involve additional costs for specialized equipment or supplies, the written dual credit agreement shall specify the additional course costs associated with same.
- (3) Student may take no more dual credit courses than permitted by the TEA course graduation guidelines.

- L. For the purposes of dual credit, neither the high school nor the college should charge the other any expenses associated with the use of facilities unless specified expenses are included within the Dual Credit Agreement.
- M. College may charge ISD or high school (public, private, charter or home) as specified in agreement for the cost of e-textbooks, textbooks, textbook access codes, specialized equipment, required course supplies, instructional tools and the cost of additional DCCCD personnel to assist in labs/classrooms. Students will be responsible for the cost of e-textbooks, textbooks, textbook access codes, required course supplies, instructional tools, and liability insurance fee when such costs are not being provided by the ISD or high school.
- N. Students may initially take all three component areas of the college's Texas Success Initiative Assessment (TSIA) at no cost and re-test once within each of the three component areas at no cost. For additional testing, student or high school will pay for re-test costs.
2. The college may contract with school districts as outlined above to provide remedial courses for students enrolled in a public secondary school in preparation for graduation from high school. Such courses are not eligible for state formula funding. Such courses may not be offered for dual course credit. The college may not waive tuition for remedial courses unless approved by the DCCCD Board.

3. Sexual misconduct involving HS students and/or College faculty or students shall be addressed by both the HS and the College. The HS shall promptly report to College administration any complaints of sexual misconduct made by or against a student, employee or guest of the College to the extent such complaint relates to the dual credit agreement between the parties. All other misconduct, behavioral problems, and any disciplinary measures resulting therefrom concerning HS students while at the College/ High School are the sole responsibility of the HS. College shall report in writing such disciplinary problems to the HS Administration. College may, at its sole discretion, refuse to admit students with a history of disciplinary problems. Sexual misconduct is any act of sex/gender-based discrimination or harassment, sexual harassment, sexual violence, sexual exploitation, relationship violence, sex/gender-based stalking, or any other conduct that threatens the health and safety of any person on the basis of actual, expressed or perceived gender identity.
4. The DCCCD, in compliance with Section 51.9192 of the Texas Education Code and Section 21.613 of the Texas Administrative Code, requires the bacterial meningitis vaccination for all students under the age of 22. Dual Credit and Early College High School students taking classes in-person on any DCCCD college campus must provide proof of immunization for bacterial meningitis (or booster within the last five years) or present the appropriate exemption to the Admissions Office. Proof of immunization is: (1) certification from a physician or clinic that the student has been vaccinated during the 5-year period immediately preceding and prior to registration; or (2) an immunization record from a state or local health authority or an official record received from school officials, including a record from another state (must be within five years). The date of the vaccination or booster must be at least 10 days before the first day of class. Only the meningococcal conjugate vaccine (MenACWY) and meningococcal polysaccharide vaccine (MPSV4) are approved for this requirement. This requirement does not apply for students who will be taking the courses at a DCCCD facility not located on a DCCCD college campus. For more information regarding the DCCCD's Bacterial Meningitis Vaccination Requirement and DCCCD forms, please refer to <https://www.dcccd.edu/apply-reg/apply/pages/meningitis.aspx>.
5. As rules and regulations are subject to change, please refer to the DCCCD web catalog at <http://www.1.dcccd.edu/catalog/cattoc.cfm> for updated general and academic information for your needs.

Attachment B El Centro College and Byron Nelson High School

THECB Approved CORE, Academic, Career Technical Education, and Foreign Language Courses for Dual Credit 2019-2020

(Some Course Rubrics and/or Numbers are subject to change throughout the year.)

| High School Course and Number | PEIMS Course # | Number of High School Course Credits | Location Taught (College, HS or College & HS) | Term: Fall (F) Spring (SP) Summer (S) | College Course Rubric and Number | Number of College Course Credits | Faculty (College or HS) | List College Course as: CORE, CTE, Foreign Language, or THECB Approved Academic Course |
|-------------------------------|----------------|--------------------------------------|---|---------------------------------------|--|----------------------------------|-------------------------|--|
| Practicum in Culinary Arts | | | HS | F,SP | CHEF 1264 Practicum - Culinary Arts/ Chef Training | 2 | HS | CTE |
| Culinary Arts - 13022600 | | | HS | F, SP | CHEF 1301 Basic Food Preparation | 3 | HS | CTE |
| Culinary Arts - 13022600 | | | HS | F, SP | CHEF 1305 Sanitation and Safety | 3 | HS | CTE |
| Practicum in Culinary Arts | | | HS | F, SP | CHEF 2331 Advanced Food Preparation | 3 | HS | CTE |
| Culinary Arts - 13022600 | | | HS | F, SP | PSTR 1301 Fundamentals of Baking | 3 | HS | CTE |
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College Dual Credit Contact

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Payment of Services:

(1). For courses taught at a High School facility utilizing High School teachers who are qualified by the DCCCD College using Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) standards to teach college level courses, DCCCD shall pay as follows:

(a). A minimum class size of 15 students per section is required for Northwest ISD (Byron Nelson High School) to receive payment from the College. Compensation will be paid at \$1,000 per course. There is no pro-rating for classes with less than 15 students and no payment to the ISD will be made for classes with less than 15 students. A typical credit course can vary from 1 to 5 credit hours depending upon the course requirements.

(b). Actual attendance is based on the census date for state reporting, which is the College's 12th class day for the full 16-week fall semester, full 16-week spring semester, and the full 10-week summer session. For an 8-week session, the census date and certification of attendance is based on the 6th class day for fall and spring sessions. For the 5-week summer session I and 5-week summer session II, the census date and certification of attendance is based on the 4th class day.

(c). College will pay ISD at the end of the semester(s) or academic year. The total compensation that College pays ISD under this Agreement with College shall not exceed \$5,000 for the Initial Term. Provided, further, that the total compensation paid by the college under the Initial Term and any Renewal Terms, if any, in the aggregate, shall not exceed the sum of \$20,000.

(2). College's performance of its duties under this Agreement is specifically contingent upon receipt of adequate funding from the State of Texas and its funding sources. In the event the College District does not receive State reimbursement for contact hours generated, there shall be no payment of services.