

# Dual Credit Partnership Agreement

2022-2023

Between Southwest Texas Junior College (SWTJC) and \_\_\_\_\_ ISD

\_\_\_\_\_ and Southwest Texas Junior College (SWTJC) agree to the following elements in accordance with the State of Texas Higher Education Coordinating Board's Regulations: Chapter 4 – Rules Applying to All Public Institutions of Higher Education in Texas; -SUBCHAPTER D - Dual Credit Partnerships between Secondary Schools and Texas Public Colleges. This Agreement does not apply to an Early College High School.

(A) Eligible Courses are provided in the Crosswalk – See Appendix A. The Crosswalk describes all courses provided by SWTJC to one or more of its partner ISDs. Therefore, not all listed SWTJC courses apply to given ISDs.

- (1) Courses offered for dual credit by public two-year associate degree granting institutions must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the Board or as college-level workforce education courses in the current edition of the Workforce Education Course Manual adopted by the Board.
- (2) Courses offered for dual credit by public universities must be in the approved undergraduate course inventory of the university.
- (3) A College course offered for dual credit must be:
  - (A) in the core curriculum of the public institution of higher education providing the credit;
  - (B) a career and technical education course; or
  - (C) a foreign language
    - (i) This provision does not apply to a college course for dual credit offered as part of an approved early college education program established under TEC Section 29.908 or an early college program as defined in this Sub chapter.
    - (ii) Any college course for dual credit offered as part of an early college program as defined in this subchapter must be a core curriculum course of the public institution of higher education providing the credit, a career and technical education course, a foreign language course, or a course that satisfies specific degree plan requirements leading to the completion of a Board approved certificate, AA, AS, AAS degree program, or Field of Study (FOS) curriculum.
- (4) Public colleges may not offer remedial and developmental courses for dual credit.

## (B) Student Eligibility

- (1) A high school student is eligible to enroll in academic dual credit courses if the student meets any of the criteria currently described/presented/outlined in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
- (2) A high school student is also eligible to enroll in academic dual credit courses that require demonstration of TSI college readiness in reading, writing, and/or mathematics under the conditions currently described/presented/outlined in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.

- (3) A high school student is eligible to enroll in workforce education dual credit courses contained in a Level 1 certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.
- (4) 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 conditions currently presented in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
- (5) A student who is exempt from taking TAKS or STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.
- (6) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy eligibility conditions described/presented/outlined in Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
- (7) 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.).
- (8) An institution may impose additional requirements for enrollment in courses for dual credit that do not conflict with the "Student Eligibility" section of Title 19, Part 1, Chapter 4 of the Texas Administrative Code.
- (9) An institution is not required, under the provisions of this section, to offer dual credit courses for high school students.
- (10) Dual credit orientation is required for all new high school students enrolling in a dual credit class. Dual credit orientation is offered at the High School and/or SWTJC campuses.
- (11) School districts will be responsible for submitting all required documentation for registering dual credit students by the designated college deadline. This includes the following: admissions applications, dual credit admission form, official high school transcripts, Bacterial Meningitis immunization proof, official test exemption scores, payment agreement form, and class roster form.
- (12) The Crosswalk required by HB 1638 indicating the credit hour relationship between SWTJC courses and High School courses is provided in Appendix A. The values provided in the Crosswalk for High School credit are typical; each ISD decides on the credit it will award a student who successfully completes a college course.

(C) Location of Class

(1) Dual credit courses must be taught on the college campus or on the high school campus, or provided electronically/virtually through SWTJC media. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, public colleges shall comply with applicable rules and procedures for offering courses at a distance in Subchapters P and Q of this chapter (relating to approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the Board's adopted "Principles of Good Practice for Courses Offered Electronically."

(D) Registration and Course Scheduling. School Districts must adhere to all dual credit course deadlines set forth by the college.

(1) Course offerings.

- (a) The final schedule of courses requested by the ISD for each semester must be submitted to the SWTJC Outreach Office by:
  - Fall term – 3rd Friday in June, noon
  - Spring term – 2<sup>nd</sup> Friday in November, noon
  - Summer terms – 2<sup>nd</sup> Friday in May, noon
- (b) Revision of the course schedule after these deadlines will be processed on a case-by-case basis.
- (c) SWTJC Outreach Staff and ISD Staff will utilize the “live” course spreadsheets developed and provided by SWTJC to review class rosters, add/drop students, and make corrections after student enrollments. SWTJC staff will not replicate information available via the spreadsheet and submit it to ISD staff via email, scan, or other means.
- (d) The official student enrollment count will be taken on the course sections’ census date.

(2) Academic & Career Pathways – Degree Plans

- (a) To comply with Senate Bill 25 (2019) any dual credit student must file a degree plan with SWTJC “not later than: 1) the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or 2) if the student begins the student’s first semester or term at the institution with 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student, the end of the student’s second regular semester or term at the institution.”
- (b) A student must follow the course sequence recommendations or requirements of an SWTJC degree plan, program, or pathway. A student will not be permitted to combine SWTJC Applied Science program requirements with A.A., A.S., A.A.T., or ASES requirements unless the SWTJC Registrar’s Office receives official notice from an appropriate ISD official of the student’s desire/intent. Such notice must be received by SWTJC on or before the last SWTJC working day in May of the student’s High School Sophomore year. A student who is permitted by an ISD to add a Technical Endorsement after this May deadline may not fulfill the Technical Endorsement’s requirements with college courses taken for dual credit which are provided by SWTJC.
- (c) To comply with Senate Bill 1277 (2021) the ISD and SWTJC hereby designate \_\_\_\_\_ as the staff member responsible for providing academic advising to all students before they enroll in dual credit courses.

- (E) Composition of class: Dual credit courses may be composed of dual credit students only or of dual and college credit students. Notwithstanding the requirements of subsection (e) of TAC Title 19, Part1, Chapter 4, Subchapter D, exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions;
- (1) If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.

- (2) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
- (3) If the course is a career and technical/college workforce education course and the high school credit-only students are eligible to earn articulated college credit.
- (4) A college course offered for dual credit shall not exceed the capacity limit as set by the college. Exceptions shall be approved by the Vice President of Academic Affairs.

(F) Faculty/Monitor Selection, Supervision, and Evaluation

- (1) The college shall select instructors of college courses offered for dual credit. These instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by the college to select full-time faculty responsible for teaching the same courses at the college.
- (2) The college shall supervise and evaluate instructors/monitors of courses offered for dual credit using the same or comparable procedures used for full-time faculty/monitors at the college.
- (3) All instructors of courses offered for dual credit must adhere to the Southwest Texas Junior College Faculty Handbook as well as all departmental initiatives set forth by the college that may be implemented throughout the year. This includes, but is not limited to, attendance at faculty meetings, review and implementation of Gen Ed Core assignments, utilization of the adopted Learning Management System for SWTJC, following SWTJC grading policies, and participation in program review and evaluation. ISD administrators will support this requirement by affording the instructors who are hired by the ISD the necessary flexibility in their schedule.
- (4) Monitors who are selected by the school district must follow same guidelines for duties and responsibilities as the monitors at the college.
- (5) An ISD may request that district faculty be assigned by SWTJC as instructors of record for college courses offered for dual credit. A proposed school district instructor must complete a SWTJC application form, submit official transcripts, meet SACSCOC credential criteria, complete a teaching demonstration and be approved by the Vice President of Academic Affairs. A school district instructor approved to offer a college course for dual credit will thereby effectively be a SWTJC faculty member subject to all policy and procedures set forth by the college. However, the salary and benefits for such an instructor remain the responsibilities of the School District.
  - (a) ISD instructors who are assigned to teach college courses approved for dual credit will attend a yearly mandatory in-service training to review, modify, and/or improve curriculum. Instructors will jointly develop and maintain syllabi, competencies, and standards for the dual credit courses. However, the SWTJC Master Syllabus for each course must serve as the foundation instructional document.
  - (b) ISD Administrators and counselors will attend in-service training, each fall and spring semester, to review the conditions of the Dual Credit agreement.
  - (c) ISD Monitors will attend a yearly mandatory in-service training on the dual credit program, the online testing procedures, and all other guidelines as set forth for monitors at the college.
  - (d) ISD staff will report working hours for ISD employees to the Teacher Retirement System.

(G) Course Curriculum, Instruction, and Grading

- (1) The college shall ensure that a college course offered for dual credit and the corresponding course offered at the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.
- (2) Under no circumstances will an SWTJC instructor enter student grades or attendance data directly into an ISD's grade management system, e.g., Skyward. Instructors will supply appropriate ISD staff with daily student attendance data and six-week grade averages, when requested by the ISD.
- (3) The ISD is responsible for purchasing of textbooks for college classes offered for dual credit. However, SWTJC will seek out or develop Open Educational Resources (OER) and utilize them as official textbooks/course instructional material when appropriate.

(H) Academic Policies and Student Support Services.

- (1) Regular academic policies applicable to courses taught at the college will apply to college courses taught for dual credit.
- (2) Students in dual credit courses are eligible to utilize the same or comparable support services that are afforded to all SWTJC students. The 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) A student who qualifies for accommodations/services through the Americans with Disabilities Act (ADA) may request an accommodation to participate in the educational programs and activities of Southwest Texas Junior College. Accommodations are provided through the Disability Support Services (DSS) office. SWTJC is not required or able to utilize the qualification criteria used by an ISD to determine a student's eligibility for accommodations. Therefore, a student enrolled in a college course offered for dual credit who qualifies for disability support services may have differing accommodations from the school district and the college.

A student seeking disability support services from the college must meet with an SWTJC DSS representative and submit the appropriate diagnostic/medical documentation for the requested service. Upon review of the documentation, SWTJC DSS staff provides an official college accommodations letter for the student and the school district counselor, who then provides the letters to the student's instructor(s). Accommodations required by state law or school district policy exceeding those implemented by the college shall be the responsibility of the school district. The SWTJC DSS representative and the appropriate school district official will keep each other informed of requests for accommodations and accommodation complaints regarding students enrolled in college courses offered for dual credit.

(I) Attendance/Absence

- (1) Students are expected to regularly attend all classes in which they are enrolled and are responsible for the completion of all work missed because of an absence. Therefore, the instructor may consider all absences except when prohibited by State law or statute.
- (2) Acceptable reasons for absences are, but not limited to: personal illness, death in the immediate family, religious holy days in compliance with Section 51.911 of the Texas Higher Education Code, military or legal obligations, or school trips. It is the responsibility of the students to inform the instructor of an excused absence related to one or more of the aforementioned categories and to ask for make-up work.
- (3) A high school student who misses class due to a required function at their school district or a University Scholastic League (UIL) event will be excused. Documentation of such activities must be provided to the

instructor. Arrangements must be made with the instructor prior to the absence. Students must be allowed to complete missed work due to an excused absence without penalty.

- (4) An instructor may request the withdrawal of a student from a class when the total number of absences exceeds SWTJC criteria for “Excessive Absences” and the student has failed to make the appropriate contact with the Instructor regarding the validity of the absence and the need for make-up work.
- (6) An ISD official must immediately inform SWTJC Vice President of Academic Affairs Office of any student’s placement into “Homebound” status. Depending on the number of courses affected, the course subject(s), the weeks remaining in the semester, and the availability of qualified faculty to assume instruction, SWTJC administration may require a “Homebound” student to withdraw from the course(s).

(J) Transcribing of Credit

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

(K) Tuition & Fees

- (1) Students are eligible for dual credit tuition discounts for the credit hours enrolled per semester.
- (2) The school district will be responsible for providing the college with the Dual Credit Payment Agreement which specifies payment options (waived, billed, or sponsored) for students.
- (3) All SWTJC students including Dual Credit students re-instated for non-payment after the census date will be subject to a \$200.00 re-instatement fee in addition to tuition and fees being charged for the current semester.
- (4) If tuition and fees are not paid by Dual Credit students as per the payment agreement the school district agrees to be responsible for payment.
- (5) School districts will bear the costs associated with student regalia for their students’ graduation from SWTJC. SWTJC will waive the graduation fee for graduating students.

(L) Funding.

- (1) The state funding for dual credit courses will be available to both public school districts and colleges based upon the current funding rules of the State Board of Education (TEC 42.005 (g)) and the Board (TEC 61.059 (p) and (q)).
- (2) Costs associated with the transportation of students and/or faculty to a classroom site will be borne by either the ISD or SWTJC, as agreed by both parties. The ISD shall generate ADA funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.
- (3) The college may only claim funding for all students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.
- (4) The college and the ISD will agree on one of the following billing methods for each course section:
  - (a) The college will extend a 15% tuition and fee waiver for an academic section taught by an SWTJC instructor or,

- (b) The college will waive all tuition and fees for an academic section taught by an ISD instructor or,
- (c) When SWTJC places an SWTJC instructor on an ISD site to provide a complete program, such as a CTE program, the college and the ISD will agree to a contract price for all technical courses comprising the program.

(5) The ISD will be responsible for indicating on the "Payment Agreement which students the ISD will pay for and which students will self-pay by the date rosters are due. Each semester's Census Day (12<sup>th</sup> class day) Roster will constitute the official enrollment for a given class. **SWTJC invoices to the ISD are to be paid net 45 days from the date of the invoice.**

(6) A student will be identified/coded as a dual credit student in SWTJC registration data while enrolled in a college course approved for dual credit by the given ISD.

#### (M) Alignment with State-wide Goals

- (1) ISD, in collaboration with SWTJC Staff, will provide print and online information, as well as informational sessions to ISD students and their families describing the Dual Credit program, its goals and benefits.
- (2) The SWTJC Office of Institutional Effectiveness will provide disaggregated data to College and ISD officials on the enrollment and persistence of ISD students.
- (3) SWTJC will continue to provide ISD students, in collaboration with ISD staff, academic and career advising and student success services.
- (4) The SWTJC Office of Institutional Effectiveness will provide data on student success in courses requiring pre-requisites; as feasible, the Office will provide data on student success in course work completed subsequent to SWTJC courses taken for dual credit.

#### (N) Instructional Calendar

SWTJC and \_\_ISD will confirm an instructional calendar that is consistent with the mutual needs and requirements of both parties. Inclement weather policies established by \_\_ISD and SWTJC shall be followed.

#### (O) Student Code of Conduct

Students shall adhere to the

- a. Policies of \_\_ISD;
- b. Policies of SWTJC.

#### 1. Indemnification

To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, SWTJC will indemnify \_\_ISD against claims arising out of this AGREEMENT that result from SWTJC's intentional or negligent acts. To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, \_\_ISD will indemnify SWTJC against claims arising out of this Agreement that result from \_\_ISD's intentional or negligent acts. The provisions in this paragraph 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.

## 2. Term

Subject to prior termination or revocation of this AGREEMENT as provided in section 5 (below) of this AGREEMENT, the initial term of this AGREEMENT is in full force and effect for a period of one year commencing on August 1, 2022 and terminating on July 31, 2023. It may be renewed for additional terms as determined by both partners. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, SWTJC and \_\_ISD shall review this AGREEMENT and may renew this AGREEMENT on approval of SWTJC and \_\_ISD.

## 3. Right of Revocation

Either party may terminate this AGREEMENT on 120 days' written notice to the other party. Termination may occur immediately upon the material breach of this AGREEMENT by one of the parties. A breach of this AGREEMENT includes, but is not limited to, a violation of the policies and rules of SWTJC or \_\_ISD, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this AGREEMENT is terminated during an academic term, students enrolled in classes under this AGREEMENT will be allowed to finish their semester courses.

## 4. Assignment

No party may assign their interest in this AGREEMENT without the written permission of the other party.

## 5. Limitation of Authority

- A. No party has authority for and on behalf of the other except as provided in this AGREEMENT. No other authority, power, partnership, use of rights are granted or implied.
- B. This AGREEMENT represents the entire AGREEMENT by and between the parties and supersedes all previous letters, understanding or oral agreements between the SWTJC and \_\_ISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C. No 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 the SWTJC and \_\_ISD Legal Departments and Boards of Trustees.
- D. No party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.

## 6. Waiver

The failure of any party 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.

## 7. Applicable Law

This AGREEMENT and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

8. Venue

Venue to enforce this AGREEMENT shall lie exclusively in UVALDE County, Texas.

9. Miscellaneous Provisions

- A. Parties to this AGREEMENT shall comply with all Federal, State and local law.
- B. If the Texas Higher Education Coordination Board or TEA adopts new guidelines for Dual Credit programs during the term of this AGREEMENT, the new guidelines shall prevail and shall cause the parties to execute an amendment to the AGREEMENT, if necessary.

10. Notice

Notices given pursuant to this AGREEMENT shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Southwest Texas Junior College  
Dr. Hector Gonzales, President  
2401 Garner Field Road  
Uvalde, Texas 78801

\_\_\_\_\_ ISD  
Superintendent

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

11. Nondiscrimination

Parties to this Agreement shall not discriminate in this Program on the basis of race, sex, national origin, disability, religion, or sexual orientation.

12. Signatory Clause

The individuals executing this AGREEMENT on behalf of the SWTJC and \_\_ ISD acknowledge that they are duly authorized to execute this AGREEMENT on behalf of their respective principals. All parties hereby acknowledge that they have read this AGREEMENT and understand its terms.

13. Amendment

The Parties to this MOU acknowledge that it may be necessary to amend and modify this MOU from time to time in order to address concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

14. Safety

If any high school student, instructor, employee of \_\_ISD, or administrator should experience an accident or sudden illness while on the premises of SWTJC, the response to such incidents will be based upon the guidelines, procedures, and operation of SWTJC and \_\_\_\_\_ ISD regulations. Upon mutual agreement, SWTJC may require the School District to provide ISD security personnel.

15. Confidentiality of Student Records:

The Parties agree to maintain the records of all students in accordance with all applicable Federal, State, and local laws. The parent(s) of any authorized student shall have access to his or her child's records if allowed under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). All records relating to \_\_\_\_\_ ISD students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable State, Federal and local laws and regulations, including FERPA and School District Board Policy. The Parties shall not release education records to any third party without prior written consent by the appropriate person (as defined under FERPA and any applicable local or State law), except as otherwise permitted by law.

16. Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Uvalde County, Texas

17. Force Majeure

Neither party to this AGREEMENT shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this AGREEMENT and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure, either party is prevented from full performance of its obligations under this AGREEMENT, written notice shall be provided to the other party within three days.

**Upon approval by the respective governing boards of both partners, and upon signing by the Board Presidents or their designees, this Agreement shall remain in effect until amended or terminated, with 60 days written notice by either party to the other.**

\_\_\_\_\_  
ISD Superintendent

\_\_\_\_\_  
SWTJC President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date