

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**AGREEMENT BETWEEN**  
**DALLAS COUNTY COMMUNITY COLLEGE DISTRICT**  
**AND**  
**CEDAR HILL INDEPENDENT SCHOOL DISTRICT**  
**CONCERNING DUAL CREDIT**

This Agreement, made and entered into by and between the Dallas County Community College District (hereinafter “DCCCD”), a Texas political subdivision of higher education, on behalf of Cedar Valley College (hereinafter referred to as “College”) and Cedar Hill Independent School District, (hereinafter “CHISD”) a Texas political subdivision of secondary education, on behalf of Cedar Hill High School (hereinafter referred to as “High School”, for the College to conduct courses enumerated in this Agreement upon the following terms and conditions:

**1. Term:** The term of this Agreement includes the initial term plus all subsequent renewal terms. Subject to prior termination or revocation of this Agreement as provided in section **8.**, the initial term of this Agreement shall be in full force and effect for a period of one- (1) year. This Agreement begins on August 15, 2012 and ends on August 15, 2013. Sixty-days before the end of the initial term, CHISD may renew this Agreement for three- (1) year terms upon written approval of the College. The parties may review this program before the expiration of the initial term or any subsequent term thereafter.

**2. Scope of Agreement and Limitations of Authority:** The Scope of this Agreement and the parties agree as follows:

- A. **The purpose of this Agreement** is to provide High School students the opportunity to enroll in college level courses. College and High School will approve students that are qualified to enroll in courses enumerated in this Agreement. Course enumerated under this Agreement will be offered at both High School and College. These students are enrolled in secondary schools in the CHISD. Faculty from College and High School will conduct these courses.
  
- B. **Description of Services** College shall establish and conduct college level, academic and technical courses for students identified and approved by the CHISD and exclusively for qualified High School students. These students are enrolled in secondary schools in the CHISD.

- C. **Awarding of Credit** The College will award college credit for courses which appear in this Agreement by reference as Attachment B. These courses shall 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 shall be at more advanced level than courses taught at the high school level.
- D. **Transcripting of Credit** For dual credit courses, high school as well as college credit should be transcripted immediately upon a student's completion of the performance required in the course.
- E. **Conditions of Service**
- (1). The Dallas County Community College District Dual Credit program falls under the general "Concurrent Enrollment" category of Coordinating Board guidelines. Concurrent enrollment (including Dual Credit enrollment) is limited to high school juniors and seniors. Qualified students may enroll in only two college courses per semester. Refer to the Coordinating Board regulations for requesting approval relating to exceptions to the juniorsenior rule.
  - (2). All students wishing to participate in the Dual Credit program for the courses enumerated in section 2.B., supra, must fill out applications for admission to the College, clearly establish their residency classification, and complete the Concurrent Enrollment Form and all other documentation required by the College. Any Texas Success Initiative ("TSI") requirements must also be satisfied.
  - (3). All students who are not exempt per the TSI must submit alternate scores before admission to Dual Credit courses can be granted. Students may take the Cedar Valley College assessment test at the College's Testing Center. A high school student will not be allowed to take a College level course directly related to a failed section of the test. Students must meet DCCCD course prerequisite requirements which could require a higher cut score than those outlined by the THECB TSI minimum score requirements. Furthermore, DCCCD prerequisite requirements may be subject to change within an academic year.
  - (4). Each course under this Agreement must be taught using a Cedar Valley College Common Learning syllabus as an outline. Course Objectives/Competencies 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 examinations will be submitted at the end of the semester to the appropriate division dean at the College.

- (5). A Cedar Valley College supervisor will review the major examinations in each course in order to document the requirement that skills and concepts contained in the course syllabi are being taught and tested.
- (6). College and High School will agree on the number of students per class.
- (7). High School shall adhere to DCCCD Guidelines for Dual Credit Courses, which are incorporated into this Agreement by reference as Attachment A. If the Texas Higher Education Coordinating Board adopts new guidelines during the term of this Agreement, these new guidelines shall prevail.
- (8). 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 CFR99.34(b).
- (9). Students will be allowed to attend approved dual credit classes at another DCCCD college when a specific course(s) or program(s) is not available at the college within the students' service-area. Such course(s) or program(s) must appear in this Agreement by reference as Attachment B.
- (10). Enrollment of High School student in an online dual credit course 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 courses. The ultimate enrollment decisions rests with the college after consultation with the appropriate high school counselor.
- (11). Student may take approved dual credit courses which are incorporated into this Agreement by reference as Attachment B at the college during the evening, week-end and summer. High school may accept these courses for dual credit. Courses not listed on Attachment B do not qualify for dual credit.
- (12). Misconduct, behavioral problems, and any disciplinary measures resulting therefrom concerning Cedar Hill High School students while at College are the sole responsibility of the Cedar Hill High School. College shall report disciplinary problems to the Cedar Hill High School. In addition, College may refuse to admit students with disciplinary problems.

**F. Responsibilities of High School High School shall:**

- (1). Provide the College with:
  - (a). all student admission documentation, and
  - (b). official faculty transcripts.
  
- (2). Provide a contact person who will fulfill the duties of a Dual Credit Coordinator including:
  - (a). Assist students with obtaining Texas Success Initiative (“TSI”) exemption records;
  - (b). Assist students in completing all required admissions documents;
  - (c). Assist with student orientation;
  - (d). Deliver to the College in a timely manner all required paperwork including faculty transcripts, requests for exceptions, test scores and enrollment documents;
  - (e). Serve as liaison with students, parents, high school personnel and College personnel, and
  - (f). Facilitate the operation of the Dual Credit program to ensure the smooth and timely operation of the process.
  
- (3). Adhere to
  - (a). Policies of the ISD
  - (b). Policies of the Colleges; and,
  - (c). Policies in the DCCCD Board of Trustees Policies and Administrative Procedures Manual

**G. Responsibilities of College College shall:**

- (1). Monitor the instruction of all courses to assure the quality and uniformity of instruction in accordance with the standards established by the State of Texas, the Southern Association of Colleges and Schools, and the DCCCD. College District 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). Conduct an annual faculty evaluation the same as that for all adjunct college instructors.
  
- (4). College will inform ISD of changes to a course name and/or course number as required by the Texas Higher Education Coordinating Board as soon as practicable.

**H. Instruction of Courses** College and High School shall provide an instructor qualified to teach college-level courses.

**I. Classroom Facilities** High School shall provide appropriate classroom facilities for Dual Credit courses taught on High School Property and College shall provide appropriate classroom facilities for Dual Credit courses taught on College.

**J. Tuition, Textbooks and School Supplies**

- (1). Tuition is currently waived as allowed by college for students enrolled in dual credit programs when both college and high school credit are to be awarded. Tuition is not waived for high school students enrolled in college courses where only college credit is awarded. Tuition is not waived for repeated courses or for online dual credit courses offered outside of Dallas County.
- (2). If the College District's Board of Trustees approves a tuition rate during the term of this Agreement, it shall become effective as provided by the Board.
- (3). Students will be responsible for the costs of textbooks and required course supplies when such costs are not being provided by the ISD or high school.
- (4). The same textbooks shall be used within the same course when taught either at the high school or high school only classes at College. For example, use the same English textbooks and other teaching materials as the standard for all English classes. Textbooks that are bundled with other instructional tools such as software products and/or licenses may not qualify as being a re-useable textbook. If that is the case, some replacement software may be purchased if made available by the vendor.

**K. Payment for Services**

**1). For courses taught at a High School facility utilizing High School faculty who are SACS qualified to teach college level courses:**

- (a). A minimum class size of 20 students per section is required for ISD to receive full payment from the College. Compensation will be paid at \$656.48 per credit hour and will be pro-rated for classes with less than 20 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 College's 12<sup>th</sup> day of State reporting for fall and spring semesters or on the College's 4<sup>th</sup> day of state reporting for Summer terms.
  - (c). For a 3 credit hour course, this will equal \$1969.44 per section having at least 20 students. **A minimum class size of 20 students per section is required for ISD to receive full payment from the College.** If a class does not have at least 20 students registered, the High School may choose to allow the class to continue regardless. In such cases, the College will reimburse the ISD on a pro rata basis: e.g., a 3 credit class with 8 students would be reimbursed  $\$1969.44/20 \times 8 = \$787.77$ . These amounts are subject to change and will always reflect the rates currently approved by the DCCCD Board of trustees for the adjunct compensations.
  - (d). College will pay ISD once a year, at the end of spring semester. The total compensation that College pays ISD under this Agreement with College shall not exceed \$95,000 for the 2012-13 academic school year. Monies that DCCCD pays for educational services during the initial term and all renewals under this Agreement shall not exceed \$380,000.00. Monies received by ISD from College will be used and distributed at ISD's discretion.
  - (e). No additional compensation will be paid when enrollment exceeds the minimum enrollment.
  - (f). Colleges 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 will be no payment for services.
- (2). For students who come to the Cedar Valley College campus to take courses in automotive technology, Cedar Hill ISD agrees to pay \$11,000 per semester to cover the cost of tools and textbooks. Tuition for the dual credit automotive courses is waived. The \$11,000 for tools and textbooks will cover a maximum of 22 students (\$500 per student, per semester). The ISD agrees to pay \$11,000 even if the total number of students who enroll is less than 22. The payment for tools and textbooks is due to the Cedar Valley College Business office NO LATER THAN September 15 for Fall Semester and NOT LATE THAN January 30 for Spring

Semesters.

**L. 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. Since this is a standardized Agreement, any changes to this Agreement are subject to the approval of the DCCCD Legal Department.
- (3). Neither party may incur any debt, obligation expense, or liability of any kind against the other without the other's express written approval.

**3. Assignment:** Neither party may assign their interest in this Agreement without the written permission of the other party.

**4. Responsibility:** To the extent permitted under Texas law and without waiving any 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 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.

**5. 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.

**6. Venue:** The parties herein agree that this Agreement shall be enforceable in Dallas, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

**7. 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.

**8. Right of Revocation:** This Agreement may be terminated upon:

- A. mutual written consent,
- 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. the breach of this Agreement by High School. A breach of this Agreement by High School will result in:
  - (1). An immediate termination of this Agreement after notice whereupon High School will forfeit rights to the terms and conditions of this Agreement, or
  - (2). Termination at the end of any academic term.
  - (3). A breach of this Agreement includes, but is not limited to:
    - (a). a violation of the policies and rules of the DCCCD,
    - (b). a misrepresentation or false statement in this Agreement by High School or
    - (c). nonperformance of the party's duties.

High School has thirty (30) days to cure a breach after written notice of the breach. If the breach is not cured, termination is immediate. If the other party is compensated under this Agreement, all compensation under this Agreement shall be prorated to the date of termination.

**9. Miscellaneous Provisions:**

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. Under no circumstances shall either party be deemed an employee of the other.
- C. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statues, rules and regulations.
- D. Students are solely responsible for their own transportation to and from College.

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

**Cedar Valley College**  
 Dean Lisa Nightingale  
 3030 N. Dallas Avenue  
 Lancaster, Texas 75134

**Cedar Hill Independent School District**  
 270 South Highway 67  
 Cedar Hill, Texas 75104



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, color, gender, national origin, religion, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

**12. Signatory Clause:** The individuals executing this Agreement on behalf of Cedar Valley College and the CHISD acknowledge that they are duly authorized to execute this Agreement. All parties hereby acknowledge that they have read and understood this Agreement and the attachments hereto.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

**DALLAS COUNTY COMMUNITY COLLEGE DISTRICT**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Wright L. Lassiter, Jr.  
Chancellor

**CEDAR HILL INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Horace Williams, Superintendent