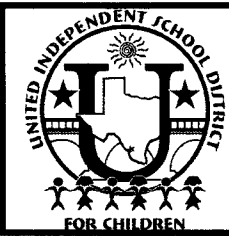


No. _____



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Approval of Laredo Community College and United Independent School District Dual Credit Partnership Agreement

SUBMITTED BY: Juan J. Cruz **OF:** School Attorney

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: July 23, 2008

RECOMMENDATION:

RATIONALE:

BUDGETARY INFORMATION

BOARD POLICY REFERENCE AND COMPLIANCE



Laredo Community College and
United Independent School District
Dual Credit Partnership Agreement



PURPOSE

This Dual Credit Partnership Agreement ("Agreement") will serve as the instructional partnership between Laredo Community College (LCC) and United Independent School District (UISD) to facilitate the provisions of Dual Credit college courses as mandated by House Bill 1 of the 79th Texas Legislature.

1) DUAL CREDIT COURSES

- (a) Dual credit courses are courses in which a high school student enrolls in a college course and receives simultaneous academic credit for the course from both the college and high school. Courses offered for dual credit must be identified by LCC as college level academic courses. The courses are:

Dual Credit Courses to be offered under this Agreement

HIST 1302 – United States History II

ENGL 1301 – Composition I

ENGL 1302 – Composition II

MATH 1314 – College Algebra

- (b) LCC will teach dual credit course sections where at least a minimum of 15 students are enrolled per course section.
- (c) UISD will assume all responsibility for providing and paying for supplemental materials, text books, and equipment required by students taking the dual credit courses Agreement by UISD.
- (d) UISD will assume all responsibility for payment of tuition and fees due for matriculation for UISD high school students participating under this Agreement.
- (e) LCC is not required under this Agreement to offer dual credit courses for UISD high school students if prevailing conditions at the college prohibit LCC from doing so such as financial exigency.

2) STUDENT ELIGIBILITY

- (a) To be eligible for enrollment in dual credit courses high school students must meet the college's admission criteria. This includes requiring students to have a processed admission application and the proper permission forms approved by the district and

the college.

- (b) High school students must demonstrate eligibility to enroll in dual credit courses in the eleventh and/or twelfth grade by meeting (1) Texas Success Initiative and dual credit standards; (2) LCC’s course placement requirements; and (3) high school grade average of 85.

LCC’s course placement requirements are described on the table below.

Assessment	Scores			
	Math	English/EL A	Writing	Reading
THEA	230		220	230
TSI Exemption based on 11 th Grade TAKS (3 year limit)	2200	2200	3	
TCOMP	39	59	6	81

- (c) Students must meet all the college’s regular academic prerequisite requirements for each designated dual credit course.
- (d) High school students shall not be enrolled in more than two dual credit courses per semester.

3) LOCATION OF CLASS AND SCHEDULE

- (a) Dual credit courses will be taught on the college campus in accordance with the LCC instructional calendar.
- (b) LCC will schedule dual credit course sections during UISD’s recommended instructional period and calendar programmed for dual credit courses.

U.I.S.D. Recommended Instructional Schedule for Dual Credit Courses

MONDAY	WEDNESDAY	THURSDAY
9:10 – 10:00	9:10 – 10:00	9:10 – 10:00
10:45 – 11:35	10:45 – 11:35	10:45 – 11:35
2:35 – 3:25	2:35 – 3:25	2:35 – 3:25

Dual Credit Instructional Calendar for Dual Credit Courses

Fall semester Junior Year	HIST 1302 – United States History II
Spring semester Junior Year	ENGL 1301 – Composition I
Fall semester Junior Year	ENGL 1302 – Composition II
Spring semester Junior Year	MATH 1314 – College Algebra

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4) COMPOSITION OF CLASS

- (a) Dual credit courses will be composed of dual credit students who have met the eligibility requirements for dual credit and whose course is required for completion under either the Recommended or Distinguished Achievement High School graduation plan.
- (b) Dual credit courses may be composed of dual credit students or dual and college credit students.

5) FACULTY, SUPERVISION, AND EVALUATION

- (a) LCC will select instructors for college level dual credit courses.
- (b) Instructors must be regularly employed faculty members of LCC or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by LCC to select faculty responsible for teaching the same college level courses at the main campus of the college.
- (c) Dual credit students will evaluate their instructors using the same evaluation instruments and procedures that are used for faculty at the main campus of the college.
- (d) High school teachers selected to teach dual credit courses must meet the same approved criteria that LCC uses for adjunct faculty and will be evaluated using the same evaluation instruments and procedures that are used for faculty at the main campus of the college.

6) COURSE CURRICULUM, INSTRUCTION, AND GRADING

- (a) LCC dual credit courses are equivalent to any other college level courses with respect to curriculum, instruction and grading criteria.
- (b) Dual credit courses will meet and exceed Texas Essential Knowledge and Skills (TEKS) for the courses they replace. Reinforcement of these TEKS will be the responsibility of the school district.
- (c) Textbooks used in dual credit courses will be the same as those used in the regular college course taught by LCC. Textbooks will be adopted for a minimum period of three (3) years, whenever possible.
- (d) Students enrolled in a dual credit course, offered under this Agreement, will have access to all available instructional resources at LCC.

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- (e) LCC will report student progress, grades, and attendance to the UISD designees according to UISD instructional guidelines.

7) ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

- (a) Regular academic policies applicable to college level courses taught by LCC will also apply to dual credit courses offered under this Agreement. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, distribution of course syllabus and any pertinent policies or guidelines associated with the dual credit courses.
- (b) Students in dual credit courses will be eligible to use the same or comparable support services that are afforded to LCC students. LCC will be responsible for ensuring timely and efficient access to such services as counseling, academic support services and other benefits for which the student may be eligible.

8) TRANSCRIPTION OF CREDIT

LCC will be responsible for maintaining the dual credit student college transcript and dual credit courses will be identified as college level. UISD will be responsible for maintaining the high school student's transcript.

9) FUNDING

Applicable tuition and fees will be charged to UISD for the number of students participating under this Agreement. Tuition and fees are subject to change based on Laredo Community College Board of Trustees action.

Course	Total per Student
HIST 1302	\$216.00
ENGL 1301	\$216.00
ENGL 1302	\$216.00
MATH 1314	\$216.00

The state funding for dual credit courses will be available to both UISD and LCC based upon the current funding rules and agreements between Texas Education Agency and Texas Higher Education Coordinating Board. LCC agrees to submit claims for payment to the Region 1 Education Service Center for payments required under this Agreement. In the event that the Region 1 Education Service Center does not have the funds necessary to pay the amounts due to LCC under this Agreement, or otherwise does not timely pay LCC, then LCC shall, submit their claim for payment to UISD. In turn, UISD shall pay LCC the amounts due to LCC under this Agreement, after proper investigation and in a reasonable amount of time.

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10) INDEMNITY

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that LCC is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding LCC's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving LCC's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, LCC shall indemnify and hold harmless UISD and UISD's officers, agents, and employees, and assigns from all suits, actions, damages, demands or other claims of any character brought for or on account of injury to a person or property arising solely from LCC's own acts of negligence in carrying out its obligations under this Agreement.

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that UISD is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding UISD's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving UISD's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, UISD shall indemnify and hold harmless LCC and LCC's officers, agents, and employees, and assigns from all suits, actions, damages, demands or other claims of any character brought for or on account of injury to a person or property arising solely from UISD's own acts of negligence in carrying out its obligations under this Agreement.

11) TERMS OF AGREEMENT

- (a) LCC and UISD reserve the mutual right to terminate this Agreement through a written notice given within ninety (90) days prior to the termination date.
- (b) Students enrolled in dual credit courses at the time the notice is given will be permitted to complete the course(s) until the end of the semester in which the notice is first given.
- (c) An amendment to this Agreement is not effective until approved in writing by an authorized representative from LCC and UISD.

12) GENERAL PROVISIONS

- (a) Each party acknowledges that the other is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this agreement.
- (b) This Agreement is performable in Webb County, Texas. Further, the validity of this Agreement and all matters pertaining to this Agreement, including by not limited to,

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matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the constitution and the laws of the State of Texas.

- (c) Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- (d) Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. Each party can change its respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

LCC: Laredo Community College
Attn: Dr. Juan L. Maldonado
West End Washington Street
Laredo, Texas 78040
Phone: (956) 722-0521
Fax: (956) 721-5381
Email: president@laredo.edu

UISD: United Independent School District
Attn: Mr. Roberto J. Santos
201 Lindenwood
Laredo, Texas 78041
Phone: (956) 473-6100
Fax: (956) 728-8691
Email: rsantos@uisd.net

This Agreement shall become effective upon approval by the governing board of UISD, upon signing by the Board President of UISD or his/her designee, and upon signing by the President of Laredo Community College. This Agreement shall remain in effect until amended or terminated by either party with ninety (90) days written notice. Termination by either party is effective upon ninety (90) days written notice by either party to the other.

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Dual Credit Partnership Agreement between LCC and UISD

Signed in two original documents on _____, 2008.

Dr. Juan L. Maldonado
LCC President

Mr. Robert Santos
UISD Superintendent

Date

Date

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